

BOC Credit Card (International) Limited
Terms and Conditions for BOC QR Code Payment Services

These terms and conditions are applicable to and govern the use of the BOC QR Code Payment Services (as defined below) provided by BOC Credit Card (International) Limited (the "Company") and supplemental and deemed to be incorporated into the user agreement(s) governing the use of the Card (the "User Agreement").

Please read these terms and conditions carefully. By using the BOC QR Code Payment Services and/or the related services and facilities from time to time available through the BOC QR Code Payment Services, the Cardholder (as defined below) agrees to be bound by these terms and conditions. As these terms and conditions may be amended from time to time at the discretion of the Company according to Clause 28 below and be posted on the BOCHK QR Code Payment mobile application (as defined below), the Cardholder should read these terms and conditions carefully whenever using the BOC QR Code Payment Services. The Cardholder shall be deemed to have agreed to the revised terms and conditions if he/she continues to use the BOC QR Code Payment Services following any changes to these terms and conditions.

Definitions

1. Terms and expressions defined in the User Agreement shall have the same respective meanings when used in these terms and conditions unless otherwise defined in these terms and conditions. In the event of any inconsistency between these terms and conditions and the User Agreement in respect of the BOC QR Code Payment Services, these terms and conditions shall prevail.
2. In these terms and conditions, unless the context otherwise requires:

"Authentication Key" means any method of authentication for the authentication of the identity of the Cardholder for use of the BOC QR Code Payment Services as may be designated by the Company including but not limited to biometric authentication or personal identification number, code, words, alphabets or password assigned by the Company or selected by the Cardholder;

"BOC QR Code Payment Services" means the payment application or function provided under the BOCHK QR Code Payment mobile application which enables

a transaction to be executed by scanning the BOC QR Code generated in the Device at a designated merchant electronic terminal or using the Device to scan the QR Code provided by a designated merchant;

“BOCHK QR Code Payment mobile application” means the mobile application of the BOCHK which the Cardholder may download from relevant mobile application stores for using, inter alia, the BOC QR Code Payment Services;

“Card” means any credit card(s) issued by the Company referred to in the User Agreement, and for the purpose of these terms and conditions, shall be deemed to include physical card form and/or virtual form of the Card as the context so requires or allows and the terms **“Cardholder”** and **“Account”** shall be construed accordingly;

“Device” means a smartphone or other electronic device of the Cardholder for using the BOC QR Code Payment Services;

and

“BOC QR Code” means a quick response code or barcode sent by the Company to the Device through the BOC QR Code Payment Services as a digital representation of the card for executing transactions at designated merchant reader.

Effect of these terms and conditions

3. The provisions of these terms and conditions set out the respective rights and obligations of the Cardholder and the Company specifically in connection with the BOC QR Code Payment Services. These terms and conditions supplement and shall be deemed to be incorporated into each User Agreement and together they govern the provision and use of the BOC QR Code Payment Services. It follows that:

- (a) the activities and transactions contemplated in these terms and conditions fall within the scope of and are subject to the applicable User Agreement; and
- (b) if there is any inconsistency between the provisions of these terms and conditions and the provisions of the applicable User Agreement in respect of the BOC QR Code Payment Services, the provisions of these terms and

conditions shall prevail to the extent of the inconsistency.

Use of the BOC QR Code Payment Services

4. The BOC QR Code Payment Services enable the Cardholder to request a BOC QR Code to be sent to the Device to effect a payment at one of the designated merchants based on the registered Card. Such payment transaction will be posted to the registered Card and recorded in its statement.
5. The use of the BOC QR Code Payment Services is subject to these terms and conditions. By using the BOC QR Code Payment Services under the BOCHK QR Code Payment mobile application, the Cardholder confirms and agrees to be bound by these terms and conditions and the relevant User Agreement.
6. The BOC QR Code Payment Services shall only be made available to a Cardholder:
 - (a) whose Card is determined at the Company's sole discretion to remain valid and in good standing; and
 - (b) who has successfully installed the BOCHK QR Code Payment mobile application and activated the BOC QR Code Payment Services.
7. The Cardholder shall follow the guidance and instructions provided by the Company to gain access to and use the BOC QR Code Payment Services and designate an Authentication Key during the installation and initialization process of the BOC QR Code Payment Services.
8. Notwithstanding any other provisions of these terms and conditions to the contrary, the Company shall have no obligation (in whatsoever nature) to provide or continue to provide the BOC QR Code Payment Services to any person. The Company shall have the right to specify or vary from time to time the provision or use of the BOC QR Code Payment Services, including (but not limited to) the following:
 - (a) the type(s) of the Card to which the BOC QR Code Payment Services may be made available;
 - (b) any amount limit or currency of BOC QR Code Payment Services transactions;
 - (c) any restriction, condition or specification on the availability or use of the BOC

QR Code Payment Services; and

(d) any fees payable to the Company in connection with the provision or use of the BOC QR Code Payment Services.

9. When making a payment, the Cardholder shall use the designated method to request a BOC QR Code on the Device or scan the designated Merchant QR Code using the BOC QR Code Payment Services to complete a payment transaction. Payment with the BOC QR Code can be made at designated merchants equipped with BOC QR Code payment terminals or readers. Each BOC QR Code can only be used for one payment transaction. Results and history of transactions made through the BOC QR Code Payment Services are available on the BOC QR Code Payment mobile application.
10. The Cardholder shall act in good faith at all times in relation to all dealings with the BOC QR Code Payment Services and the Company.
11. The Cardholder agrees that he/she shall not use the BOC QR Code Payment Services for any illegal or unlawful purchase or purposes.
12. The Cardholder shall be solely responsible for all fees, charges, costs and expenses in relation to the data connection and other ancillary services for the purpose of using the BOC QR Code Payment Services.

Duty to take security precautions

13. The Cardholder shall take reasonable care of the BOC QR Code and the Authentication Key and keep the BOC QR Code and the Device safely under his/her personal control and the Authentication Key secret. Without prejudice and in addition to the provisions of the relevant User Agreement regarding the security of a Card or PIN, the Cardholder shall also take the following security precautions where reasonably practicable:
 - (a) initialize and use the BOC QR Code Payment Services in accordance with Clause 7;
 - (b) never use the BOC QR Code Payment Services in a smartphone or other electronic device with any pirated, hacked, fake and/or unauthorized applications or in which the software lockdown has been overridden or root access to its software operating system has been obtained;

- (c) never permit any other person to use the BOC QR Code and will at all times safeguard the BOC QR Code and the Device and keep it under the Cardholder's personal control;
- (d) never use any easily accessible personal information or any personal identification number or user code or password for unlocking the Device as the Authentication Key;
- (e) never write down, store or record the BOC QR Code and/or Authentication Key on the Device or on anything usually kept with or near it;
- (f) never write down, store or record the BOC QR Code and/or Authentication Key without disguising them;
- (g) use the Authentication Key for executing all BOC QR Code Payment Services transactions;
- (h) safeguard against accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or Authentication Key, and change the Authentication Key regularly or where necessary;
- (i) keep customer copy of the sales slips (if available) and check them against the monthly statement as soon as reasonably practicable after the Cardholder received it;
- (j) notify the Company of any loss, theft or unauthorized use of the Device for executing BOC QR Code Payment Services transactions as soon as reasonably practicable; and
- (k) notify the Company of any suspected unauthorized transaction, scanning or use of the QR Code and/or the BOC QR Code Payment Services for any unauthorized purpose as soon as reasonably practicable via the designated service hotline.

Failure to use the Authentication Key for any BOC QR Code Payment Services transactions or take any security precautions in relation to the BOC QR Code and/or the Authentication Key and/or the BOC QR Code Payment Services as may be recommended by the Company from time to time shall be at the sole and absolute risk of the Cardholder. The Company shall, under no circumstances, be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.

14. Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the 24-hour hotline number (852) 2544-2222 of the Company and thereafter confirm the same in writing within 24 hours or such other period as the Company may prescribe

from time to time:

- (a) loss, theft and/or unauthorized use of the Device for executing BOC QR Code Payment Services transactions;
 - (b) unauthorized or any suspected accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key and/or the BOC QR Code Payment Services;
 - (c) disclosure and transmission of the BOC QR Code and/or Authentication Key to any person; and/or
 - (d) suspicion of any counterfeit BOC QR code bearing similar data as the BOC QR code.
15. Without prejudice to the obligations under Clause 14, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable.

Cardholder's liability

16. The Cardholder is solely responsible for ensuring that the Device and other equipment are compatible with and capable of supporting the generation and use of the QR Code and the installation, initialization and use of the BOC QR Code Payment Services.
17. Provided that the Cardholder has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 13 and reporting loss, theft and/or unauthorized use of the Device and/or the BOC QR Code Payment Services and/or the unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key in accordance with Clause 14), the Cardholder shall not be responsible for the loss and damage incurred:
- (a) for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Device and/or the BOC QR Code Payment Services and/or the accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key;
 - (b) when faults have occurred in the terminals or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and

(c) when transactions are made through the use of counterfeit cards.

18. Subject to Clause 19 and provided that the Cardholder has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 13 and reporting loss, theft and/or unauthorized use of the Device and/or the BOC QR Code Payment Services and/or the accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key in accordance with Clause 14), the liability of the Cardholder for loss, theft or unauthorized use of the Device and/or the BOC QR Code Payment Services and/or the accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
19. Notwithstanding anything contained herein to the contrary, the Cardholder shall be fully liable for all losses and damages arising out of or in connection with the loss, theft and/or unauthorized use of the Device and/or the BOC QR Code Payment Services and/or the accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key if the Cardholder has acted fraudulently or with gross negligence or has failed to comply with Clause 13 or 14 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Device and/or the BOC QR Code Payment Services and/or the accidental or unauthorized disclosure, scanning or use of the BOC QR Code and/or the Authentication Key, or if the unauthorized use of the Device and/or the BOC QR Code Payment Services involve(s) the disclosure, scanning or use of the BOC QR Code and/or the Authentication Key with or without the Cardholder's knowledge, and the Cardholder agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
20. The Cardholder accepts full responsibility for non-observance or violation of any provision of these terms and conditions and undertakes and agrees to fully indemnify the Company towards any loss, damage, claim, interest, conversion, any other financial charge that the Company may incur and/or suffer as a result of any such non-observance or violation on the part of the Cardholder.

Fees and charges

21. All fees, charges and interest payable by the Cardholder under these terms and

conditions are more particularly set out in and shall be paid according to the Fees Schedule as the Company may issue and revise from time to time. The Company reserves the right to charge a fee which may be debited to the Account in respect of the BOC QR Code and/or the BOC QR Code Payment Services in such amount(s) as specified by the Company from time to time.

Limitation on liabilities

22. Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any generation, scanning, use or malfunction of the BOC QR Code, the BOC QR Code Payment Services and other related services offered by the Company or any goods and services obtained by the Cardholder through the BOC QR Code Payment Services, subject however to Clause 17 and except to the extent that any such loss or damage is attributable to the fraud, negligence or wilful default on the part of the Company.
23. The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.
24. The Company is not responsible for the performance of the BOC QR Code Payment Services. The BOC QR Code Payment Services are provided to the Cardholder on an "as is" and "as available" basis. No warranty, whether express or implied, is given by the Company in relation to the BOC QR Code Payment Services or any part thereof, including any warranty on its condition, quality, performance, merchantability, workmanship, fitness for any particular purpose, timeliness or non-infringement of third party rights, or that it is secure, error-free or will function without interruption.
25. The Company is not responsible for any loss or damage or virus to the Device or any other relevant device or equipment, or any software or data (including loss or damage to or non-performance of any other applications installed or to be installed in any of the aforesaid) that may be caused by the generation, scanning or use of the BOC QR Code or the installation, initialization or use of the BOC QR Code Payment Services or any part thereof.

Disclosures

26. The Cardholder authorizes the Company to handle and use any information relating to the Cardholder, any BOC QR Code Payment Services transaction and the use of the BOC QR Code Payment Services by the Cardholder (collectively **“Customer Data”**), and to disclose and transmit the Customer Data to any other member of the Group or any third party as the Company may deem necessary for the processing or execution of any BOC QR Code Payment Services transaction or the provision of the BOC QR Code Payment Services to the Cardholder in accordance with the Data Policy Notice (as defined in the User Agreement) (or such other document(s) issued under whatever name from time to time by the Company or the BOCHK relating to its general policies on use, disclosure and transfer of personal data) as the same may be amended from time to time.

Termination and suspension of BOC QR Code Payment Services

27. The Cardholder may terminate the use of the BOC QR Code Payment Services and these terms and conditions by giving not less than 14 days' prior written notice to the Company provided that the Cardholder shall remain liable for all transactions effected through the use of the BOC QR Code Payment Services notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full and duly comply with the Company's requirements and paying the fees and charges in accordance with Clause 21. Clauses 12 to 16, 19 to 21 and 22 to 26 shall survive termination of these terms and conditions.
28. The Company may at any time with or without notice or cause, suspend, cancel or terminate the provision of the BOC QR Code Payment Services and/or any services offered thereunder and/or disapprove any transaction proposed to be effected thereby and may not give any reason.
29. For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a Card to which the BOC QR Code Payment Services are made available, such BOC QR Code Payment Services shall also be automatically terminated at the same time.

Amendment

30. The Company may (in its discretion) from time to time change any of these terms and conditions and/or the Fees Schedule (as referred to in Clause 21) provided that the Company shall give the Cardholder not less than 30 days' notice before any change of these terms and conditions which affects fees and charges and the liabilities or obligations of the Cardholder takes effect, unless such changes are beyond the Company's control.

Law and jurisdiction

31. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

Miscellaneous

32. Each provision of these terms and conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired in any way.
33. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
34. No failure to act, omission or delay by the Company to exercise or enforce any right under any terms and conditions shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.

Interpretation

35. The Chinese version of these terms and conditions is for reference only. If there is any conflict or inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.