

BOC Credit Card (International) Limited

Additional Terms and Conditions for Online Service

These terms and conditions are applicable to and govern the use of the Online Service, and are supplemental to the terms and conditions contained in the Merchant Agreement.

1. Definitions

- 1.1 The terms defined in the Merchant Agreement shall have the same meanings when used herein unless the context otherwise requires, and save where such terms are also defined herein in which event they shall have the meanings set forth herein:

“Designated Email” means the electronic mail account designated by the Merchant and accepted by the Company;

“Electronic Device” means the equipment, device and software programs that are contained on such equipment or device used by the Merchant to use, access and/or apply the Online Service, including, without limitation, computers, mobile phones or such other means the Merchant uses, accesses and/or applies the Online Service from time to time;

“Login Name” means the name which the Merchant use to login and have access to the Online Service via the Platforms;

“Merchant Agreement” means the merchant agreement from time to time issued by the Company to the Merchant and applicable to the Merchant;

“Online Service” means the service to be provided by the Company to the Merchant in accordance with these terms and conditions whereby the Merchant may:

- (a) process refund; or
- (b) have access to electronic slip;

“Password” means the password(s) the Merchant from time to time chooses for use to have access to the Online Service;

“Platforms” means any electronic platforms in any media established, maintained and/or operated by or on behalf of the Company or any third party including, without limitation, any platforms accessible through computers, mobile phone or other means as prescribed by the Company from time to time, through which the Merchant may have access to such services as the Company may provide from time to time.

“Viruses” means computer viruses or similar device or software.

- 1.2 In case of inconsistency or discrepancy between the Merchant Agreement and the terms and conditions set out herein, the latter shall apply for the purpose of Online Service.

2. Online Service

- 2.1 The Online Service is a service whereby:

- (a) the Merchant will be able to search the original transaction and process refund, via the Platforms, including, selected details of the transaction (transaction date, amount, trace number and terminal number) effected by the use of the online platform and DCT Terminals; and

- (b) the Merchant will be able to access the electronic slip via the Platforms.
- 2.2 Any Merchant shall be eligible for using the Online Service upon registration by such means and in such manner as required by the Company from time to time.
- 2.3 The Company reserves the right to refuse registration of any Merchant's use of Online Service at its discretion without giving any reason thereof.
- 2.4 Upon the Company's acceptance of any Merchant's registration for the Online Service:
 - (a) the Company will send the email to the Designated Email and the Merchant will go to the designated webpage to create an account;
 - (b) the Merchant will login for the Online Service via the Platforms and set its Password;
 - (c) upon completion of paragraph (b) above, the Online Service will be activated.

3. Merchant's acknowledgments

- 3.1 Upon registration for and by use, access or operation of the Online Service, the Merchant acknowledges the inherent risks in browsing, downloading or otherwise accessing the Online Merchant Statements and in making inquiry or refund through electronic means.
- 3.2 The Merchant acknowledges and agrees that it is solely responsible for:
 - (a) ensuring that the Electronic Device is capable of browsing, downloading or otherwise accessing Online Merchant Statements and making inquiry or refund; and
 - (b) checking the Designated Email, the Platforms and electronic mails in relation to the its use of the Online Service.
- 3.3 The Merchant acknowledges that:
 - (a) the Company is not under any duty to issue any encrypted electronic mails to it;
 - (b) the security of transmission of information to it through the Designated Email, the Platforms or other means from time to time adopted by the Company is not guaranteed;
 - (c) there may be errors, delay, Viruses or interception or amendment by unauthorized persons to the information transmitted by the Company to it; and
 - (d) communications through the Platforms, the Designated Email or other electronic mails are not completely reliable and secure and it shall not send notices that is in its nature sensitive or confidential to the Company using such means.

4. Inquiry or refund made through the Platforms

- 4.1 The Merchant shall be required to have approval processing for the purposes of accessing the Online Service via the Platforms and making refund to the Company through the Platforms. The Company may without prior notice require the Merchant to enter and/or otherwise provide such specific information for conducting such types of transaction through the Platforms as the Company may from time to time consider appropriate and determine to safeguard the interest of the Merchant and/or the Company.
- 4.2 The Company may but is not obliged to send any advice or confirmation to the Merchant regarding the receipt or process of any such inquiry or refund.
- 4.3 The Merchant agrees that the use of the Password and/or such other specific information is an adequate identification of it. The inquiry or refund made by the Merchant shall be irrevocable and the Company shall be entitled to act on such inquiry or refund without obtaining any further written or other confirmation from the Merchant, even if such inquiry or refund is not actually given or authorized by it.
- 4.4 The Company shall only act on any inquiry or refund which, in its sole and absolute determination, is capable of being acted on in accordance with the normal business practice and procedures of the Company.

- 4.5 Any inquiry or refund acted on by the Company prior to acceptance and confirmation of the relevant amendment or cancellation shall be irrevocable and binding on the Merchant. The Merchant shall be responsible for any cost or liability whatsoever incurred by the Company as a result thereof.
- 4.6 All records kept by the Company in relation to the Online Service shall, save in the case of manifest error, be conclusive evidence of their contents and binding on the Merchant.
- 4.7 The Merchant acknowledges that there may be time lag in the transmission of inquiry or refund by the Merchant to the Company.
- 4.8 The Company may refuse to carry out a inquiry or refund made by the Merchant via the Platforms or require written confirmation from the Merchant of a particular inquiry or refund when in its absolute discretion it believes that it is justified to do so.

5. Unauthorized inquiry or refund

- 5.1 Provided that the Merchant has ensured that all the security procedures described in the terms herein have been faithfully observed, it shall not be responsible or liable for any inquiry or refund that is not authorized by it but is given using its Password if:
- (a) such inquiry or refund is given after the Merchant has notified the Company that it has discovered or suspects that its Password is disclosed or otherwise made known to unauthorized third party(ies) in accordance with the terms herein; or
 - (b) the Password of the Merchant has become known to the person giving the unauthorized inquiry or refund as a result of the Company' failure to comply with the terms herein or any negligence or wilful default on its part.
- 5.2 The Merchant shall be solely responsible for ensuring the accuracy, adequacy and completeness of all inquiries or refunds made by it via the Platforms. The Company shall be under no obligation to verify the accuracy, adequacy and completeness of the inquiries or refunds from the Merchant. Without limiting the scope of anything in this section, unless it is directly caused by gross negligence or wilful default on the part of the Company, the Company shall not be liable for any loss or damage to the Merchant as a result of the Merchant's inquiries or refunds being inaccurate, inadequate or incomplete in any manner.
- 5.3 The Merchant shall be liable for all losses and liabilities whatsoever due to unauthorized use if it has acted fraudulently or with gross negligence or if it is in default of any of the security obligations or the notification requirements described in the terms herein.
- 5.4 After the refund has been confirmed, the Company will not accept changes or cancellations. If there is any dispute between the merchant and the customer regarding the refund, the Company shall not be liable of any loss or liability of any kind.

6. Liability of the Company

- 6.1 The Company makes no representations and gives no warranties whatsoever and disclaims all obligations, representations or warranties whatsoever arising by operation of law, implication or otherwise:
- (a) in respect of the Online Service, its title, accuracy, completeness or standard and fitness for a particular purpose;
 - (b) as to the non-interruption, reliability and efficiency of the Online Service and the Merchant's use thereof; and
 - (c) that the Online Service or any component thereon is error-free and Virus-free.
- 6.2 The Company will, in connection with its provision of the Online Service, take reasonable steps to:
- (a) ensure that the Platforms are adequately secure;
 - (b) control and manage the risks in operating the systems; and
 - (c) comply with all applicable laws and follow the prevailing market practices from time to time.
- 6.3 Notwithstanding anything herein contained, the Company shall not be liable for any loss or damage (whether direct or indirect) to the Merchant whatsoever and howsoever for its use of or inability to use the Online Service unless such loss or damage is directly caused by wilful default of the Company.

7. Liabilities of the Merchant

7.1 The Merchant shall compensate and indemnify the Company for and keep the Company indemnified against:

- (a) all direct and indirect losses, damages, costs or expenses (including, without limitation, accounting, legal and other professional advisors' fees) incurred by the Company on an indemnity basis in connection with any breach of the terms herein by the Merchant and/or the Company's enforcement thereof; or
- (b) any claim, proceeding, loss, damage or expense (including, without limitation, accounting, legal and other professional advisors' fees) that may arise to be incurred by the Company in connection with the provision of the Online Service to the Merchant, whether or not arising from or in connection with the Merchant's improper use of the Online Service or any damage to the Electronic Device (or other computer hardware, devices, facilities or software) as a result of accessing and/or using the Online Service.

7.2 Paragraph 7.1 shall not be applicable if such losses or damages are caused by the negligence or wilful default of the Company.

8. Obligations of the Merchant

8.1 The Merchant shall take all steps to:

- (a) ensure that the Electronic Device is adequately secure when accessing the Platforms;
- (b) adopt the security procedures from time to time stipulated by the Company in connection with its use, access and/or operation of the Online Service; and
- (c) ensure that the Electronic Device is not connected to any other computer or network which someone else may observe, copy or trace its access or obtain access to the Online Service.

8.2 The Merchant shall take all steps not to:

- (a) allow any person other than its authorized staff to use, access or apply the Online Service, whether authorized or unauthorized; and
- (b) leave the Electronic Device unattended while it is online to or it is accessing the Online Service.

8.3 The Company will not request the Merchant to provide its security details or personal data by electronic means or through hyperlinks. In case the Merchant receives such request, the Merchant shall inform the Company as soon as possible and shall assist the Company to report the same to the relevant law enforcement agency if necessary.

9. Termination

9.1 The Company may, at its sole discretion, suspend, terminate or otherwise cancel the Online Service of any Merchant forthwith without giving any reason or notice.

9.2 The Merchant may suspend or terminate the Online Service at any time by such means prescribed by the Company from time to time.

9.3 The termination or suspension of the Online Service shall not prejudice to or affect the rights and liabilities accrued between the Merchant and the Company prior to the date of such termination or suspension.

9.4 All indemnities, restrictions and obligations of the Merchant herein shall survive termination of the Online Service.

10. Fees

The Merchant agrees that the Company may impose such fees for the use of Online Service from time to time at its sole discretion by giving 30 days' prior notice to it.

11. Maintenance of the Platforms

11.1 The Company shall not be liable to the Merchant on any base whatsoever for the inaccessibility of the Online Service by any Merchant from time to time.

11.2 The Merchant acknowledges that while the Company shall exercise reasonable endeavour to provide the Online Service to the Merchant, some or all of such services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other causes beyond the reasonable control of the Company.

12. Notice

12.1 Any notice given by the Merchant hereunder shall be given in writing and delivered to the Company at its registered office address unless otherwise specified.

12.2 Without affecting other methods of communication, any statement, notice, demand or other communications from the Company are deemed to be received by the Merchant:

- (a) 3 Business Days after publication as an advertisement in a Hong Kong newspaper;
- (b) when posted on the Platforms;
- (c) when left at any of the address of the Merchant on the record of the Company, or 48 hours after mailing to such address or 7 days if the address is overseas;
- (d) when sent by electronic mail or message or facsimile to the Designated Email or equipment or facsimile number of the Merchant on the record of the Company; or
- (e) when communicated including by leaving a voice message, if by telephone or other oral communication,

notwithstanding return through the post (in the case of a mailing), or the death (in case of a natural person), winding-up or incapacity of the Merchant. "Business Days" means a day on which the majority of banks are open for business in Hong Kong.

13. Right to change

The Company reserves the right at all times to change the terms and conditions of these terms and conditions or any of them without any prior notice to the Merchant. Any such change will become effective and binding on the Merchant irrespective of actual knowledge thereof on the part of the Merchant.

14. Severability

If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

15. If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the former shall prevail.