BOC Credit Card (International) Limited

Terms and Conditions for using Visa credit cards through Visa Click to Pay Service

("Terms and Conditions")

Cardholders can enable or disable the Visa Click to Pay service for their Visa credit cards through the Bank's designated mobile application. Once Visa Click to Pay service is enabled, cardholders can log in to the Visa Click to Pay service at online merchants that support Visa Click to Pay and make payments. By using Visa Click to Pay service, customers no longer need to enter their credit card information for each transaction, thereby making the online payment experience with credit cards more convenient.

I. Visa Click to Pay (the "Service") is a service provided by Visa USA Inc. ("Visa"). These Terms and Conditions apply to and govern the BOC Visa Card Cardholder's ("the Cardholder's") enabling, disabling, and use of the Cardholder's BOC Visa Credit Card (the "Credit Card") through the Service, and supplement the user agreement(s) (the "User Agreement") governing the use of credit card(s) issued by BOC Credit Card (International) Limited (the "User Agreement") and are deemed to be incorporated into the User Agreement and together govern the enablement and disablement of the Service for the Cardholder's Credit Card through Bank of China (Hong Kong) Limited's ("the Bank's") designated mobile application; and/or making online transaction payments through the Service. If there is any inconsistency between these Terms and Conditions and other terms and conditions of Bank of China (Hong Kong) Limited (the "Bank") and BOC Credit Card (International) Limited (the "Company"), these Terms and Conditions shall prevail for the purpose of and only for the purpose of the use of the Service.

II. Please read these Terms and Conditions carefully. By enabling and disabling the Service for the Credit Card through the Bank's designated mobile application of the Bank; and/or by using the Credit Card through the Service to make online transaction payments, the Cardholder agrees to be bound by these Terms and Conditions. These Terms and Conditions may be amended from time to time at the sole discretion of the the Company. If the Cardholder continues to use the Service after any revision to these Terms and Conditions, Cardholder will be deemed to have agreed to the revised terms and conditions. Cardholder is required to agree to the Visa Solution Terms of Service from Visa and its privacy policy and equivalent terms as may be issued from time to time. We have no control over Visa’s decisions to change its Visa Solution Terms of Service or privacy policy or any other related terms and conditions. <u>The Service is provided by Visa. The enablement, disablement, and use of the Service are subject to the terms and conditions, rules and regulations, service guidelines, or similar documents and information from time to time specified by Visa and other service providers related to the Service, as may be amended from time to time. The Company has no control over the Service on your device. The Company shall not be liable for any such of Visa's decisions to revise its terms or privacy policy related to the Service from time to time.</u>

III. These Terms and Conditions supplement each User Agreement and are deemed to be incorporated into the User Agreement, it follows that:

1. The Cardholder may enable or disable the Service for Cardholder’s Credit Card through the Bank's designated mobile application at no additional charge. However the Cardholder is solely responsible for any fees or charges imposed by third parties for use of the Service. The Service is only available to individuals who are cardholders of Visa credit cards. The Cardholder must follow the instructions on the Bank’s designated mobile application to enable or disable the Service.

2. When the Cardholder enables the Service, the Credit Card must be in valid status and comply with any eligibility/verification requirements set out in the Bank’s designated mobile application.

3. The Cardholder must enable the Service using a valid email address and mobile phone number registered with the Company. The Cardholder may log in to the Service on the supported merchant's website, and select the enabled Credit Card to make online transaction payments.

4. After enabling the Service, if the Cardholder updates their email address and mobile phone number with the Company, the Company will send the updated email and mobile phone number to Visa. Subsequently, the Cardholder must use the updated email address and mobile phone number to log in to the Service on the supported merchant's website.

5. After enabling the Service, if the Cardholder's mobile phone number or email address with the Company becomes invalid, or if the Credit Card subsequently becomes invalid, expired, cancelled, or terminated, the Service will be

automatically deactivated without further notice.

6. The Company reserves the right to refuse, at its sole discretion, the Cardholder's request to enabling or disabling the Service for his/her Credit Card through the Bank’s designated mobile application, without providing any reason.

7. The Cardholder may contact the Company regarding the enablement or disablement of the Service for Cardholder’s Credit Card through the Bank’s designated mobile application. The Cardholder may also contact Visa regarding the use of the Service or other related customer services.

8. The Cardholder must at all times keep the device used for the Service under personal control and not allow any other person to use it, and must not share with others any information required to log in to the Service. The Cardholder must notify the Company as soon as possible of any suspected unauthorized transaction or any use of the Service without authorization. The Cardholder accepts full responsibility for non-observance or violation of the provision and undertakes and agrees to fully indemnify the Company and the Bank towards any loss, damage, claim, interest, conversion, any other financial charge that the Company and/or the Bank may incur and/or suffer as a result of any such non-observance or violation on the part of the Cardholder.

9. The Service is provided by Visa. The enablement, disablement, and use of the Service are subject to the terms and conditions, rules and regulations, service guidelines, or similar documents and information from time to time specified by Visa and other service providers related to the Service. The Company has no control over the Service. The Company shall not be liable for any such of Visa's decisions to revise its terms or privacy policy or any other terms related to the Service from time to time.

10. The Service facilitate transactions between cardholders and online merchants. The Company and/or Visa is not a party to such transaction or the payment to or from online merchants in connection with the cardholders’ use of the Service, shall not be liable for any purchase, non-receipt or return of goods or services involved in online transactions made through the Service, any direct loss or liability arising from or incurred in connection with any goods or services obtained through the Service, which is solely between the Cardholder and the online merchants. Visa is not responsible for any such transactions or any actions

or inactions of merchants, the Company or third parties in connection with such transaction.

11. In no event and under no cause of action, including negligence, shall the Company, the Bank, Visa and its affiliates, and each of their respective officers, directors, customers, members, employees or authorized agents (collectively, the "Parties") be liable for any damages, claims or losses arising from or in connection with the Cardholder’s use of the Service (including but not limited to compensatory, incidental, indirect, special, consequential, punitive or exemplary damages, and including but not limited to transaction failures, disputes with merchants, errors, outages, or unauthorized access), however caused and under any theory of liability, even if the Party is advised of the possibility of such damages, claims or losses. The Company and Visa do not make any representations or warranties of any kind to any person in relation to the Service, whether express or implied, including warranties of title, implied warranties of merchantability, or fitness for a particular purpose. For avoidance of doubt, the Company, the Bank and Visa do not represent or warrant to the Cardholder that the Service will be free of interruptions. The cumulative liability of the Company, the Bank and/or Visa to the Cardholder in aggregate is limited to the lesser of: (i) the Cardholder’s actual loss; and (ii) US$100 (or equivalent in local currency). Nothing in these terms and conditions excludes or limits Visa’s liability to the Cardholder for death or personal injury, fraud or any other matter to the extent that such exclusion or limitation would be illegal or prohibited by applicable laws. A disclaimer, limitation or exclusion of warranties, liabilities and/or damages by the Company, the Bank or Visa may not be permitted under applicable laws. In such instances, such disclaimer, limitation or exclusion may not apply and the Company’s, the Bank’s and Visa’s liability will be limited to the fullest extent permitted under applicable laws.

12. Where the Company has activated a Cardholder’s Credit Card for the Service and the Cardholder has successfully enabled the Service for Cardholder’s Credit Card through the Bank’s designated mobile application, the Cardholder does not need and is ineligible to enable the Service for such Credit Card through other channels (including the Visa website and/or online merchant websites), and Visa will not accept the Cardholder’s request on enabling the Service for the Credit Card repeatedly. If the Cardholder attempts to enable the Service for Cardholder’s Credit Card through other channels, or attempts to accept the terms of service from Visa for the Service enabled through other channels for the Credit Card, such

actions shall not constitute any agreement between the Cardholder, the Bank, the Company and Visa. Notwithstanding the above provisions, Visa may share with the Company and the Bank any of the information provided by the Cardholder when attempting to enable the Credit Card through other channels for the purpose of enabling the Service for the Credit Card.

13. When the Cardholder adds Cardholder's Credit Card or Credit Card information to the service and/or product provided by the merchant or other online or digital platform provider, the use of such service and/or product or related solution shall be governed by the terms and conditions and privacy policy of the relevant merchant or digital platform provider.

14. The Cardholder consents that where the Cardholder provides Cardholder's personal data and/or any other data relating to any transaction made in connection with the Service and completes the required identity verification, and authorizes the Company and/or the Bank to use, process, store, disclose, handle and transfer any information relating to the Cardholder and the enablement, disablement and use of the Service by the Cardholder, including any information communicated to the Company relating to the Cardholder's use of the Credit Card and/or the Service in accordance with the Data Policy Notice (as defined in the User Agreement), Privacy Policy Statement or such other document(s) issued under whatever name from time to time by the Company or the Bank relating to its general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time).

15. When the Cardholder enables or disables the Service for Cardholder's credit card through the Bank's designated mobile application, the Cardholder authorizes the Company to transmit the data required for the Service (including the Cardholder's email address and mobile phone number registered with the Company, the Cardholder's name, Credit Card number, Credit Card expiration date, and mailing country/region ("Personal Data")) to Visa, and Visa will transmit the Personal Data to country/region outside Hong Kong (to the United States) for the purpose of providing the Click to Pay service to (i) display a list of cards which are enrolled by the Company; (ii) process such transaction for such card selected by the Cardholder; and/or (iii) determine whether the Cardholder is eligible for card benefits or features. The recipient jurisdictions of such personal data may not have data protection laws that are substantially similar to, or serve the same purposes as, the "Personal Data (Privacy) Ordinance" in Hong Kong, meaning that

my personal data may not be received the same or similar level of protection as in Hong Kong.

16. Visa maintains Cardholder's Visa Click to Pay profile. Visa stores the Cardholder's personal information in Visa's Click to Pay database and operate the database. When the Cardholder selects Cardholder's Credit Card at online Merchant checkout, Visa perform verification (including by One Time Passcodes) and display the Cardholder's masked card information, Visa provides the Cardholder's information to the Merchant to complete the transaction. Visa processes personal data in accordance with the Visa Global Privacy Notice (https://www.visa.com.hk/en_HK/legal/global-privacy-notice.html).

17. The Cardholder may disable the Service for Cardholder's Credit Card through the Bank's designated mobile application. However, despite the Service being disabled for the relevant Credit Card, the Cardholder remains responsible for all transactions conducted through the use of the Service until all outstanding balances in the account are fully paid (regardless of whether the transactions are posted to the account or not), and must formally comply with the Company's regulations to pay fees and charges.

18. Certain authentication capabilities may be made available to Cardholders on their personal devices such as fingerprints, face authentication and/or Cardholder's device passcode ("Passkeys") to access, use their Credit Cards enrolled by the Company in the Service. Cardholders' use of Passkeys is governed by the terms and conditions, and privacy notices, of the manufacturer of the Cardholder's personal device.

19. To the extent applicable regulations permit, the Cardholder will indemnify and reimburse the Company and/or the Bank for all actions, proceedings and claims which may be brought by or against the Company and/or the Bank, and for all the Company's and/or Bank's losses and damages, and all reasonable costs and expenses which the Company and/or the Bank may incur or suffer, arising from or in connection with Cardholder's registration for the Service through the Bank's designated mobile application and the addition and usage of Cardholder's Credit Card, including but without limitation, the Company's and/or Bank's enforcement of these terms, unless due to the Company's and/or Bank's fraud, negligence or willful default.

20. The Chinese version of these Terms and Conditions is for reference only. In the event of any conflict or inconsistency between the Chinese and English versions, the English version shall prevail.

中銀信用卡（國際）有限公司
透過 Visa Click to Pay 服務使用 Visa 信用卡的條款及細則

持卡人可透過本行指定應用程式為其 Visa 信用卡啟用或停用 Visa Click to Pay 服務。啟用後，持卡人可於支援 Visa Click to Pay 的網上商戶登入 Click to Pay 服務後進行支付。客戶使用此服務付款可省卻每次於付款時輸入信用卡資料，從而避潛在的信用卡資料洩露風險。使持卡人使用信用卡於網上付款的體驗更輕鬆。

I. Visa Click to Pay（「此服務」）是由 Visa USA Inc.（「Visa」）提供的服務。本條款及細則適用於並管轄 BOC Visa 卡持卡人（“持卡人”）為其由中銀信用卡(國際)有限公司(「卡公司」)所發出的 Visa 信用卡(「信用卡」)啟用、停用及使用 此服務，及對管轄使用信用卡的持卡人合約(「持卡人合約」)作出補充並被視為已納入持卡人合約中。同時適用於並管轄透過本行指定應用程式為其 Visa 信用卡啟用或停用 Visa Click to Pay 服務及使用 Click to Pay 服務進行網上支付，如本條款及細則與中國銀行（香港）有限公司（「本行」）或中國銀行信用卡（國際）有限公司的其他條款及細則有任何抵觸或不符之處，概以本條款及細則為準。

II. 請仔細閱讀本條款及細則。當持卡人透過本行的指定應用程式為持卡人的信用卡啟用及停用此服務；及/或透過此服務使用信用卡進行網上交易付款，即表示持卡人同意受本條款及細則的約束。本條款及細則可由卡公司 不時酌情決定修改，若持卡人於本條款及細則作出任何修訂後仍繼續使用此服務，他/她將被視為已同意經修訂後的本條款及細則。持卡人需同意 Visa 的 Visa Solution 服務條款及其隱私政策，以及 Visa 不時發布的相應條款。我們無法控制 Visa 對其 Visa Solution 服務條款、隱私政策或任何其他相關條款和條件的修改决定。此服務由 Visa 提供。此服務的啟用、停用及使用，均須遵守 Visa 及與此服務相關的其他服務提供者不時規定的條款與條件、規章制度、服務指引或類似文件及資訊。本公司無法控制您於您的裝置上使用此服務。對於 Visa 不時決定修訂與本服務相關的條款或私人政策之行為，本公司概不承擔任何責任。

III. 本條款及細則補充各持卡人合約及被視為已納入持卡人合約中，其遵循

如下條款：

1. 持卡人可透過本行的指定應用程式為其 Visa 信用卡(「信用卡」) 啟用及停用此服務並不會收取額外費用。但持卡人需承擔第三方供應商因此服務引致的任何費用，此服務只提供予 Visa 信用卡持卡人。持卡人需遵守本行指定應用程式指引啟用或停用 Visa Click to Pay 服務。

2. 持卡人啟用此服務時，信用卡必須為有效狀態。同時需確保遵守本行指定應用程式中規定的任何資格或驗證要求

3. 持卡人必需以其於卡公司登記的有效電郵地址及手機號碼啟用此服務。持卡人可於支援此服務的商戶網站登入此服務，選擇已啟用此服務的信用卡進行網上交易付款。

4. 於啟用此服務後，如持卡人向本行/卡公司更新其於卡公司的電郵地址及手機號碼紀錄，卡公司將傳送持卡人更新的電郵及手機號碼至 Visa。其後，持卡人須使用已更新的電郵地址及手機號碼於商戶網站登入此服務。

5. 啟用此服務後，如持卡人於卡公司的手機號碼、電郵地址轉為無效、或信用卡其後轉為無效狀態、過期、取消或終止時，此服務將自動被停用，而不會作出另行通知。

6. 卡公司保留全權酌情拒絕持卡人透過應用程式為其信用卡啟用或停用此服務的權利，而不給予任何理由。

7. 持卡人可就透過應用程式為其信用卡啟用或停用此服務與卡公司聯絡。持卡人可就此服務的使用及支付服務或其他相關客戶服務與 Visa 聯絡。

8. 持卡人須於任何時間妥善保管用於使用此服務的裝置在其個人控制之內，不得允許任何其他人士使用，不可將登入此服務的所需資料與其他人士分享，應儘快通知卡公司任何懷疑未經授權交易或任何未經授權的情況下使用此服務。 持卡人接受因其不遵從或違反本條文而需負上全責，並承諾及同意全數彌償卡公司就任何該等持卡人不遵從或違反而導致卡公司產生及/或蒙受的任何損失、損害、索償、利息、財產轉換及任何其他財務收費。

9. 此服務是由 Visa 提供。啟用、停用及使用此服務受 Visa 及與此服務相關的其他服務提供方不時指明的條款及細則、規則和規例、服務指引或類似文件及資料所規限。卡公司無權控制此服務。卡公司無權控制 Visa 不時變更

其與此服務相關的條款或私隱政策的決定，卡公司不承擔任何責任。

10. 此服務是 Visa 為持卡人與網上商戶之間提供的網上交易的便利服務，卡公司及/或 Visa 並非交易的當事方，也不參與持卡人使用本服務時與網上商戶之間的付款行爲，任何有關透過此服務支付的網上交易中任何涉及的商品或服務的購買或退貨、獲得的任何物品及服務而蒙受或引致的任何直接損失及責任，卡公司及 Visa 將不會就上述情況負上任何責任。

11. 在任何情況下，無論基於何種法律主張（包括過失），卡公司、本行、Visa 及其關聯方，以及各自的高級管理人員、董事、客戶、成員、員工或授權代理人（統稱為“各方”）均不會對任何持卡人使用此服務所引起的或相關的任何損害、索賠或損失承擔責任（包括但不限於補償性、附帶性、間接性、特殊性、後果性、懲罰性或示範性損害，以及交易失敗、與商戶的爭議、錯誤、系統中斷或未經授權的使用等），無論該等損害、索賠或損失因何引起，亦無論基於何種責任理論，即使各方已被告知可能發生此類損害、索賠或損失。卡公司及 Visa 對任何人士就此服務不作任何形式的表示或保證 (無論是明示或默示的)，包括所有權保證、適銷性默示保證或對特定用途適用性的保證。為避免任何疑問，卡公司、本行及 Visa 並不會向持卡人保證此服務將不會發生中斷。各方對持卡人所承擔的累計責任應以以下較低者為准：(i）持卡人實際遭受的損失；以及（ii）100 美元（或等值的當地貨幣）。本條款中的任何內容均不得排除或限制卡公司、本行及 Visa 對持卡人因死亡或人身傷害、欺詐或任何其他事項所應承擔的法律責任，若此類排除或限制根據適用法律屬非法或被禁止，則不適用。根據適用法律，卡公司、本行及 Visa 對保證、責任和/或損害的免責聲明、限制或排除可能不被允許；在此類情況下，該等免責聲明、限制或排除將不適用，而卡公司、本行及 Visa 的責任應在適用法律允許的最大範圍內予以限制。

12. 當卡公司爲持卡人的信用卡啟用此服務及持卡人已為其信用卡透過本行的應用程式成功啟用此服務，客戶則無須及不能透過其他渠道(包括 Visa 網站及/或網上商戶網站)為該信用卡啟用此服務，而 Visa 將不會接納持卡人為該信用卡重覆啟用此服務的要求。若持卡人試圖透過其他渠道為該信用卡啟用此服務，或試圖接受 Visa 就該信用卡透過其他渠道啟用此服務的服務條款，均不構成持卡人與 Visa 之間的任何協議。儘管有上述規定，Visa 或會向卡公司提供持卡人於嘗試再次透過其他渠道啟用該信用卡此服務時所提供的任何資料以用於卡公司為持卡人信用卡啟用此服務。

13. 當持卡人將其信用卡或信用卡資料加入到商戶或其他網上或電子平臺供應商的服務及/或產品時，此類服務及/或產品或相關的方案使須受相關商戶或

供應商的條款和條件以及隱私聲明所約束。

14. 持卡人同意當持卡人提供其個人資料及/或與使用服務相關的任何交易資料，並完成所需的身份驗證及授權卡公司及/或本行使用、處理、存儲、披露、操作及傳輸與持卡人有關的任何信息後，包括與持卡人啟用、停用和使用此服務相關的信息包括根據用戶協議中定義的資料政策通知、隱私政策聲明，或卡公司或本行不時發佈的其他有關個人資料使用、披露和傳輸的一般政策文件（上述文件可不時修訂）所規定，向卡公司提供的有關持卡人使用信用卡和/或服務的信息。

15. 當持卡人透過銀行指定的應用程式爲其信用卡啟用或停用此服務時，持卡人授權卡公司向 Visa 傳輸提供此服務所需的資料（包括持卡人在卡公司登記的電郵地址和手機號碼、持卡人姓名、信用卡號碼、信用卡有效期及通訊地址所屬的國家/地區（「個人資料」），Visa 將把該等個人資料傳送至香港以外的國家/地區（美國），以向持卡人提供 Click to Pay 服務：（i）顯示透過卡公司登記的信用卡；（ii）處理持卡人所選擇的信用卡的交易；及/或（iii）判斷持卡人是否符合信用卡優惠或功能的資格。該等個人資料的接收司法管轄地區可能沒有與香港《個人資料（私隱 ）條例》大體上相似的資料保障法律或達致該條例相同目的之法律，亦即是說，持卡人的個人資料未必可能獲得與在香港相同或類似程度的保障。

16. Visa 維護持卡人的 Visa Click to Pay 賬戶。Visa 將持卡人的個人資料存儲在 Visa 的 Click to Pay 數據庫中並負責運營該數據庫。當持卡人在網上商戶結賬時選擇其信用卡，Visa 將執行身份認證（包括通過一次性驗證碼），並顯示持卡人的已遮蔽的信用卡資料，隨後 Visa 向商戶提供持卡人的信息以完成交易。有關 Visa 的私隱聲明，可參閱 Visa 全球私隱通知 (https://www.visa.com.hk/zh_HK/legal/global-privacy-notice.html)。

17. <u>持卡人可透過本行指定應用程式為其信用卡停用此服務，惟儘管相關信用卡已被停用此服務，持卡人仍須負責一切透過使用此服務所進行之交易，直至全數付清帳戶內一切欠款（不論有否過帳至帳戶亦然）為止，且正式遵守卡公司的規定支付費用及收費。</u>

18. 持卡人可在其個人裝置上使用特定的身份驗證功能（例如指紋、臉部辨識和/或裝置密碼，統稱「安全密鑰」），以登入或使用透過卡公司啟用此服務的信用卡。持卡人對安全密鑰的使用，受其個人裝置製造商的相關條款與條件及隱私權聲明的約束。

19. 在適用法規允許的範圍內，對於因持卡人透過銀行指定應用程式啟用此服務而引起或與之相關的所有訴訟、法律程序及索賠（無論是由卡公司和/或銀行發起還是針對卡公司和/或銀行發起），以及卡公司和/或銀行因此遭受的所有損失、損害及產生的合理成本與費用（包括但不限於卡公司和/或銀行執行本條款所產生的費用），持卡人均須向公司和/或銀行承擔賠償及補償責任；但若上述情況係因公司及/或銀行的欺詐、過失或故意違約所致的情況除外。

20. 本條款及細則的中文版僅供參考。若中、英文版本的詮釋中有任何抵觸或不符之處，概以英文版為準。