

## Terms and Conditions for Smart Account Service

Before you register to use the Service, please read these Terms and Conditions carefully. By registering to use the Service, you will be considered to have accepted and agreed to be bound by these Terms and Conditions.

### 1. The Service

- (a) Smart Account Service (“Service”) is a sub-account service under which you may open a sub-account (“Smart Account”) under your existing deposit account (either a HKD current account or a HKD savings account) (“Master Account”).
- (b) The Smart Account is subject to a daily transaction limit set by us, Bank of China (Hong Kong) Limited, from time to time. We may also set the maximum balance cap on the Smart Account. Please refer to the FAQ for the latest daily transaction limit and maximum balance cap. FAQ is available at our Mobile Banking and BOCHK website:  
[https://www.bochk.com/dam/deposits/smart\\_account\\_service/smartaccount\\_FAQ\\_en.pdf](https://www.bochk.com/dam/deposits/smart_account_service/smartaccount_FAQ_en.pdf).  
Subject to the transaction limits as specified by us from time to time, you may also set your own maximum daily transaction limit through your Mobile Banking or other channels as specified by us from time to time. By setting the daily transaction limit, you may regulate the maximum outflow of funds from your Smart Account.
- (c) The Service facilitates you to make direct or indirect payments and fund transfer by linking your Smart Account to different platforms (which may be online platforms, points of sales or otherwise) as prescribed by us from time to time (“Prescribed Payment Platforms”). The Prescribed Payment Platforms may include stored value facilities licensees, online social media platforms, merchants and third-party service providers.
- (d) The balance maintained in the Smart Account will not be entitled to any interest.
- (e) As the Smart Account is only a sub-account opened under the Master Account and not an independent bank account, the Smart Account together with the Master Account shall be treated as one account as a whole. All terms and conditions and operation of the Master Account shall be equally applicable to the Smart Account (unless otherwise specified by us in these Terms and Conditions or otherwise). In particular, your Smart Account will be frozen at the same time if we freeze your Master Account.
- (f) In the event that the balance in your Smart Account exceeds the maximum balance cap set by us as a result of a deposit made to your Smart Account, we will transfer the full amount of such deposit to your Master Account on condition that the deposit amount falls within the daily transfer limits from Smart Account to Master Account specified by the Bank from time to time (if any) and we will notify you of such transfer accordingly. We shall have the discretion to transfer the balance in your Smart Account to your Master Account without notice if the said accounts are frozen or upon termination of the Service or otherwise as we think fit and necessary.
- (g) You can only have one Smart Account at any one time.

### 2. Registration

- (a) In order to be eligible for registering the Service, you must fulfill the following conditions:
  - (i) you must have attained the minimum age requirement as specified by us from time to time;
  - (ii) you must maintain a HKD current or savings account under your sole name;
  - (iii) if you register the Service via our Mobile Banking or WeChat Pay, you must have subscribed our Internet Banking service without opt-out from the Mobile Banking service; you may also register the Service via other channels as specified by us from time to time subject to fulfillment of the conditions as required by us; and
  - (iv) you must have provided us with valid Hong Kong mobile phone number, email address and other information as required by us from time to time.
- (b) Your registration and use of the Service are subject to our approval and successful verification. We may reject your registration and use of the Service if we consider there is reasonable ground to do so.
- (c) We may require you to provide us with your personal information to verify your identity. We may send you push notifications or messages for verification and registration purposes and in connection with your use of the Service from time to time.

### 3. Making payment

- (a) You must have sufficient balance in either your Smart Account or Master Account before making

a payment through your Smart Account. No overdraft facility is provided to your Smart Account, irrespective of whether an overdraft facility is available to your Master Account.

- (b) How Smart Account pays
- (i) When you agree to make a payment on the Prescribed Payment Platform through your Smart Account, the Prescribed Payment Platform will send us a payment request.
  - (ii) You hereby authorize us to act according to such payment request on the condition that the payment amount falls within the specified daily transaction limits.
  - (iii) The payment amount will first be deducted from the remaining balance in your Smart Account. You can reload your Smart Account via Mobile Banking or other channels as specified by us from time to time at anytime for the payment. In case that there is insufficient balance in your Smart Account, we will proceed to top up your Smart Account for payment purposes according to your selection of one of the below ways to top up:
    - A. Direct Pay: We will deduct the shortfall from your Master Account directly and then top up the same to your Smart Account in order to settle the payment in full.
    - B. Automatic Top Up: Based on your selection of the daily top up amount (HK\$100 – HK\$5,000), such amount shall be automatically topped up to your Smart Account from your Master Account for payment purposes. Please note that your Smart Account can only be automatically topped up once per day. In cases where the balance is insufficient for payment purposes, and if your Smart Account has already been automatically topped up once, further automatic top up cannot be processed within the same day.
    - C. Top Up via Mobile Banking or other channels as specified by us from time to time: The payment amount will be deducted from the remaining balance in your Smart Account only. In case that there is insufficient balance in your Smart Account, the payment will not be proceeded and you have to reload your Smart Account with sufficient amount via Mobile Banking or other channels as specified by us from time to time to settle the payment in full.
  - (iv) You agree that all payment requests that we receive from the Prescribed Payment Platform under the Service are made with your authorisation and are valid and binding on you. You will be bound by that payment request as understood and executed by us in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given or authorised by you. We need not verify the identity or authority of the person giving a payment request or the authenticity of a payment request.
  - (v) The payment made through your Smart Account cannot be cancelled once we have received the payment request from the Prescribed Payment Platform. You must check and ensure all information relating to a payment is correct before agreeing with the Prescribed Payment Platform to send us the request.
  - (vi) We are not liable for and have no obligation to recover any payment made by mistake to the wrong or unintended recipient as long as the payment is effected in accordance with the payment request from the Prescribed Payment Platform.
- (c) Refunds
- (i) Smart Account can only accept refunds from the Prescribed Payment Platform in respect of payments made by you to such Prescribed Payment Platform through the Service.
  - (ii) Refund amount will not be included in calculating the daily transaction limit of your Smart Account.
- (d) Withdrawing money
- If you would like to withdraw any money from your Smart Account, you shall transfer the money to your Master Account and withdraw that from your Master Account.

#### **4. Transaction Notification and Transaction History**

- (a) We may send a push notification or message to your phone number and email address to notify you after a payment has been effected through the Service. You are responsible to check such notification or message. You are considered as having received such notification or message immediately after we transmit it. You should enquire with us if you have not received a notification or message within the usual expected timeframe.
- (b) You can view the balance of Smart Account and transaction records of past 180 days via your Mobile Banking. Separate bank statements will not be provided. You may request for written transaction records for the past 7 years through our branches, which may be subject to fees and

charges as specified by us from time to time. For details, please refer to our website <http://www.bochk.com/en/servicecharge.html>. The fee item is under "Request for savings/ fixed deposit account records" within "Other services".

- (c) You shall be liable for any and all amounts reloaded to the Smart Account. You agree and undertake to examine and verify the correctness of each transaction record sent by us to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of you or any other person ("Errors"). You shall notify us, in writing, within 90 days of the issuance of the said record of any such Errors shown in the said record.

## **5. Changing of Master Account**

- (a) If you would like to link your Smart Account to another HKD savings or current account ("New Master Account"), you have to terminate the existing Smart Account and open a sub-account ("New Smart Account") under the New Master Account.
- (b) You hereby authorise us to transfer the balance in your existing Smart Account to the New Smart Account upon your registration of the New Smart Account.

## **6. Fee and charges**

- (a) We have and hereby expressly reserve the right to charge or vary the fees relating to the use of the Service. We will give you prior notice of new fees or any variation of fees.
- (b) You shall be solely responsible for all fees, charges, costs and expenses in relation to the electronic device, data connection and other ancillary services for the purpose of using the Service.

## **7. Security Measures**

- (a) You shall ensure the security of the security codes as well as the password or code that you may use to log-in your Mobile Banking and the Service.
- (b) You shall use all reasonable care to keep your designated mobile device secure. You shall notify us as soon as reasonably practicable if you find or believe that your designated mobile device has been lost or stolen or that any unauthorised transactions have occurred.

## **8. Liabilities**

- (a) You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use your designated mobile device, or failed to comply with your obligations under these Terms and Conditions, the Conditions for Services, the Security Information and other relevant documents as provided by us from time to time. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorised transactions conducted through your Smart Account.
- (b) Under no circumstances shall we be responsible for any direct loss and liability which you may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Service except to the extent that any such loss or damage is attributable to our fraud, negligence or willful default.
- (c) We are not responsible for the quality or performance of the Service. The Service may not be available at all times and there may be delays, failures, errors or omissions or loss of transmitted information.
- (d) You accept full responsibility for non-observance or violation of any provision of these Terms and Conditions and undertake and agree to fully indemnify us towards any loss, damage, claim and any other financial charge that we may incur and/or suffer as a result of any such non-observance or violation on your part.
- (e) We are not responsible for any dispute arising from any payments between you and any Prescribed Payment Platform.
- (f) Accessing the internet sites or other platforms of any third party (including the Prescribed Payment Platform) is at your own risks. We expressly disclaim any responsibility for the safety of information which you may provide to the Prescribed Payment Platform and any other third party for the purpose of making a payment through the Service.

## **9. Termination and Suspension of Service**

- (a) We may at any time, by giving you at least 30 days' prior notice or (upon your request and where

practicable) a longer period of notice, close your account. We may, under exceptional circumstances (for example, where the account is being used or is suspected of being used for illegal activities or if your account has a zero balance), close your account with shorter notice or without prior notice. We are not obliged to give you a reason for closing your account. Nonetheless, we may provide you with the same where appropriate and not against the law. If the Service has not been used by you for a specified period of time as determined by us from time to time, the Service will be suspended and we may transfer the remaining balance in your Smart Account to your Master Account. You may be required to authenticate or provide additional verification information to reactivate the Service.

- (b) You may terminate the Service through Mobile Banking, our branches or other means as specified by us from time to time.
- (c) You hereby authorise us to transfer the remaining balance in your Smart Account to your Master Account upon termination of the Service. You also agree to make such transfer by yourself upon our request when you terminate the Service.

#### **10. Changes**

- (a) We may change these Terms and Conditions from time to time by giving notice to you.
- (b) You are deemed to have agreed to the revised Terms and Conditions if you continue to retain or use the Service following any changes to these Terms and Conditions.

#### **11. Communication**

Unless we specify otherwise, you will be considered as having received any notice given by us immediately after we have sent it as push notification or message to your phone number or email address on our record.

#### **12. Governing Terms**

The Service is provided as part of our services, and accordingly:

- (i) these Terms and Conditions are in addition to and shall be read in conjunction with our Conditions for Services and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Conditions for Services shall include reference to these Terms and Conditions and any provisions which apply to current and savings accounts or generally to our services continue to apply to your Smart Account); the Conditions for Services may be accessed at <http://www.bochk.com/en/conditionsforservices.html>;
- (ii) in the event of any conflict or inconsistency, these Terms and Conditions shall prevail over the Conditions for Services with respect to the Service; and
- (iii) in the event of discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.