

BOC Mastercard® Debit Card Terms and Conditions

IMPORTANT NOTICE: The following terms and conditions govern the use of BOC Mastercard® Debit Cards (including all supplementary debit cards). A holder of BOC Mastercard® Debit Card will be deemed to have accepted and agreed to be bound by these terms and conditions upon activation of his debit card. Accordingly, please read and understand these terms and conditions, in particular, **Clauses 6.2(i) (sufficient funds in the account(s)), 6.2(ii) (foreign currency transactions), 6.3 (cash withdrawal at an ATM), 8 (responsibilities), 9 (security) and 10 (unauthorised transactions)**, and contact the Bank's staff for any queries before using the BOC Mastercard® Debit Card.

The Debit Card (as defined below) is issued by Bank of China (Hong Kong) Limited ("**Bank**") on the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in these terms and conditions:

"Account"	means HKD Savings Account or Multi-Currency Savings Account and, collectively, the " Accounts ";
"ATM"	means an automated teller machine;
"BOCHK Mobile Banking App"	means the mobile application designed for the personal banking customers of, and owned by, the Bank;
"Business Day"	means a day on which the Bank is open for business in Hong Kong, other than Saturday, Sunday and public holiday;
"Cardholder"	means any person, excluding any Supplementary Cardholder, to whom and in whose name a Debit Card is issued;
"Converted Amount"	has the meaning given in Clause 6.2(ii)(b) below;
"Debit Card"	means each BOC Mastercard® Debit Card issued by the Bank which is linked to a HKD Savings Account and, if any, a Multi-Currency Savings Account of the Cardholder (including the Supplementary Debit Card), and includes all forms of the card such as the physical card, the virtual card stored in BOCHK Mobile Banking App, the card generated for the use of the mobile payments (including the Mobile Card) and any renewal or replacement card;
"Foreign Currency"	means any lawful currency issued by the government of a jurisdiction other than HKD;
"HKD"	means Hong Kong dollars, the lawful currency of Hong Kong;
"HKD Savings Account"	means any HKD savings account the Bank allows a Cardholder to register for the use of the Debit Card;
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China;
"Mobile Card"	has the meaning given in Clause 6.5(i) below;
"Mobile Device"	means any mobile, digital or other electronic device or equipment, including, without limitation, computer, mobile phone and tablet, to which BOCHK Mobile Banking App can be downloaded and used, a virtual Debit Card can be added and stored, or any mobile payment service can be accessed;
"Multi-Currency Savings Account"	means any foreign currency savings account the Bank allows a Cardholder to register for the use of the Debit Card;

"PIN"	means, in relation to a physical Debit Card, the personal identification number required to gain access to the banking and card services;
"Privacy Notices"	has the meaning given in Clause 14.1 below;
"Supplementary Debit Card"	means a Debit Card issued by the Bank to a person at the request of a Cardholder;
"Supplementary Cardholder"	means any person to whom and in whose name a Supplementary Debit Card is issued;
"Terms and Conditions"	means these " <i>BOC Mastercard® Debit Card Terms and Conditions</i> ", as amended and supplemented by the Bank from time to time.

1.2 In these Terms and Conditions, words denoting the singular shall include the plural and vice versa and reference to one gender shall include all genders, unless the context otherwise requires.

1.3 Any reference to the Bank shall where the context permits or requires be deemed to include a reference to its successors and assigns.

2. GOVERNING TERMS

2.1 These Terms and Conditions govern the use of the Debit Cards. These Terms and Conditions shall apply in addition to any other terms, conditions, agreements and requirements applicable to the use of the Accounts and other banking products and/or services provided by the Bank, including but not limited to the Bank's "*Conditions for Services*" (www.bochk.com/dam/document/TnC/DB/conditionsforservices_en.pdf) and the terms and conditions applicable to BOCHK Mobile Banking App (www.bochk.com/dam/document/TnC/DB/mbk_first_en.pdf). In case of any conflict, these Terms and Conditions shall prevail insofar as the use of the Debit Cards is concerned.

3. APPLYING FOR DEBIT CARD

3.1 The Debit Card is primarily issued in a digital form to be stored in BOCHK Mobile Banking App, except for the Supplementary Debit Card (see Clause 3.2 below), and the Bank may (in its discretion) issue a physical Debit Card in addition to a virtual Debit Card upon request. A card application can be made by a holder of a HKD Savings Account through BOCHK Mobile Banking App, a bank branch or any other channels as notified by the Bank from time to time. The Bank may (in its discretion) issue a Debit Card to such holder as Cardholder subject to these Terms and Conditions.

3.2 Upon the application of a Cardholder in writing and subject to the approval of the Bank (in its discretion), the Bank may issue one or more Supplementary Debit Card(s), which is/are physical card(s) only, to the Supplementary Cardholder(s) as nominated by the Cardholder.

3.3 A Cardholder understands and accepts:

- (i) that the Bank will normally issue a virtual Debit Card to him only and may (in its sole discretion) issue a physical Debit Card along with the virtual Debit Card depending on the Account tier or on a case-by-case basis;
- (ii) that his Debit Card (including any Supplementary Debit Card) will be linked to his designated HKD Savings Account and, where approved by the Bank, his designated Multi-Currency Savings Account;
- (iii) that no overdraft facility will be granted by the Bank in respect of any Debit Card; and
- (iv) **once his Debit Card (including any Supplementary Debit Card) is issued and activated, the Bank is authorised to debit the amount of any transaction relating to the use of the Debit Card from his Account(s) in accordance with these Terms and Conditions, and he and/or each of the respective Supplementary Cardholders will bear all risks and consequences relating to or arising from the use of the Debit Card, in particular, Clauses 6.2(i) (*sufficient funds in the Account(s)*), 6.2(ii) (*foreign currency transactions*), 6.3 (*cash withdrawal at an ATM*), 8 (*responsibilities*), 9 (*security*) and 10 (*unauthorised transactions*).**

3.4 The type of Debit Card issued to a Cardholder (including any Supplementary Debit Card) will depend on his Account tier at the time of the card application and, notwithstanding the foregoing, the Bank shall have the right to decide the type of Debit Card to be issued for any card application.

4. ISSUE OF DEBIT CARD

4.1 When the application of a Debit Card (excluding any Supplementary Debit Card, see Clause 4.2 below) is approved, the Bank will provide the Cardholder with a virtual Debit Card stored in BOCHK Mobile Banking App, and, where requested by the Cardholder and accepted by the Bank, a physical Debit Card by mail.

4.2 In respect of a Supplementary Debit Card, no virtual card will be issued and the Bank will deliver a physical Supplementary Debit Card to each Supplementary Cardholder if the card application is approved.

4.3 *Activation*

(i) Each Debit Card shall be activated in accordance with the instructions of the Bank:

<i>In respect of a <u>virtual Debit Card</u>,</i>	<i>In respect of a <u>physical Debit Card</u>,</i>
<ul style="list-style-type: none">• a Cardholder shall follow the activation procedure (including, without limitation, setting up the PIN and verifying his personal information) to activate the card through BOCHK Mobile Banking App or any other banking channels prescribed by the Bank from time to time;• a Cardholder can use his virtual Debit Card upon completion of the activation procedure even if he has not received and/or activated his physical Debit Card (if any), and, in this case, he will have to activate his physical Debit Card separately; and• once the virtual Debit Card is activated (regardless of whether the physical Debit Card is received or activated), the Cardholder will bear all risks and consequences of all transactions effected by the use of his virtual Debit Card, including the use by unauthorised persons or for unauthorised purposes.	<ul style="list-style-type: none">• a Cardholder or Supplementary Cardholder shall follow the activation procedure (including, without limitation, setting up the PIN and verifying his personal information) to activate the card through any of the banking channels prescribed by the Bank on the card from time to time;• a Cardholder or Supplementary Cardholder shall sign the card on the space provided; and• if a Cardholder has applied for both virtual and physical Debit Cards and his virtual Debit Card has not yet been activated, the activation of a physical Debit Card will apply to his virtual Debit Card.

(ii) The activation of a Debit Card shall constitute conclusive evidence of the acceptance of and agreement to be bound by these Terms and Conditions.

(iii) **If a Debit Card, whether it is a new, renewal or replacement card, is not activated within a period as from time to time prescribed by the Bank, the Bank shall have the right to cancel the card and all related Supplementary Debit Card(s) (if any).**

4.4 *Renewal*

(i) A Debit Card will normally be renewed at least 30 days prior to its expiry date, unless written notice of termination of the Debit Card is received by the Bank.

(ii) Once a renewal Debit Card is activated, the original Debit Card will be invalidated even if it has not expired. If the renewal Debit Card is not activated on or before the expiry date of the original Debit Card, no card service can be enjoyed after such expiry date.

(iii) The Bank shall have the right to (a) refuse the renewal of the physical Debit Card if a virtual Debit Card is issued along with a physical Debit Card and (b) change the type of the Debit Card to be issued in accordance with the Account tier at the time of card renewal. The Bank will inform the relevant renewal arrangement in writing in such circumstance.

4.5 *Replacement*

- (i) The Bank shall, during the validity period of a Debit Card, have the right to (a) change the type of the Debit Card by issuing a replacement card if there is any change of the Account tier and (b) decline the replacement of any physical Debit Card as it considers appropriate. The Bank will inform the relevant replacement arrangement in writing in such circumstance.
- (ii) Where a replacement physical card is issued, the Bank shall be entitled to charge for the replacement arrangement and deduct the handling fee from the relevant HKD Savings Account.

4.6 Each Debit Card shall remain the property of the Bank at all times and is non-transferable.

5. DEBIT CARD BENEFITS

- 5.1 The Bank will offer different card benefits depending on the types of the Debit Card, for example, preferential service fees and exchange rates and cash rebate programs. Some card benefits may be provided upon request to the Bank. The Bank may from time to time offer new card benefits and change or cancel any existing card benefits.
- 5.2 Mastercard may offer certain services through the Debit Cards provided by itself or its service providers, and the use of these services are subject to the relevant terms of Mastercard or the relevant service providers. Further, the Bank may enter into arrangements and/or cooperate with any third party other than Mastercard to offer additional services on Debit Cards. The Bank has no control over, and takes no responsibility for, any services provided by Mastercard or any third parties and shall not be liable for any loss suffered by any person in connection with these services or any delay or failure in providing these services.

6. USE OF DEBIT CARD

- 6.1 The types of transaction conducted through a Debit Card will depend on the type and nature of the card, including, without limitation, online payments, withdrawals of cash at the ATMs, payments at the point-of-sale terminals (including the contactless payments), fund transfers at the ATMs (not applicable to the Supplementary Debit Cards) and mobile payments. A Cardholder may set or change the card settings and transaction limits relating to his Debit Card(s) (including the Supplementary Debit Card(s)) on BOCHK Mobile Banking App or through the phone banking services, any bank branches or other banking channels prescribed by the Bank from time to time. **The use of the Debit Card outside Hong Kong is subject to all applicable laws and regulations of the relevant overseas jurisdictions and the conditions and limits imposed by the Bank and/or the overseas authorities and financial institutions, for example, the foreign currency transactions and ATM withdrawal services set out in Clauses 6.2(ii) and 6.3 below.**

6.2 *Sufficient funds and foreign currency transactions*

- (i) **When using a Debit Card to effect a transaction, a Cardholder must ensure that there are sufficient funds in the Account(s).**
- (ii) **In general, all HKD transactions will be debited from the Cardholder's designated HKD Savings Account. When using a Debit Card to effect a transaction in any Foreign Currency, the Bank will debit the transaction amount in the following manner:**
 - (a) **if the transaction is denominated in a Foreign Currency accepted by the Debit Card and there are sufficient available funds in that Foreign Currency in the Multi-Currency Savings Account linked to the Debit Card to settle the transaction amount in full, the Bank will debit the full amount of the transaction in that Foreign Currency from that account provided that the "Foreign Currencies Direct Debit Setting" is activated;**
 - (b) **if:**
 - (w) **there is no sufficient fund in that Foreign Currency in the Multi-Currency Savings Account even though the "Foreign Currencies Direct Debit Setting" is activated, or**
 - (x) **the "Foreign Currencies Direct Debit Setting" has not been activated, or**
 - (y) **that Foreign Currency of the transaction is not accepted by the Debit Card, or**
 - (z) **there is no Multi-Currency Savings Account linked to the Debit Card,**

the full amount of the transaction will be converted into HKD at the exchange rate and at the time as the Bank or Mastercard considers appropriate ("Converted

Amount”) and the Bank will debit such Converted Amount from HKD Savings Account provided that there are sufficient available funds in HKD Savings Account;

- (c) **if there is no sufficient available fund in HKD Savings Account to settle the Converted Amount referred in paragraph (b) above, the transaction will be rejected and the Bank shall have the right to take any further action set out in these Terms and Conditions;**
- (d) the Bank will not debit any available fund in a Foreign Currency other than the transaction currency from the Multi-Currency Savings Account or combine all available funds in the Accounts to settle the transaction amount or the Converted Amount.

(iii) In respect of paragraph (b) of Clause 6.2(ii) above,

- (a) **Mastercard will be the sole party to determine the exchange rate for each transaction in a Foreign Currency that is not accepted by the Debit Card and to calculate the Converted Amount. The Bank has no control over, and takes no responsibility for, the exchange rate and calculation method used by Mastercard;**
- (b) when the Bank calculates the Converted Amount, the applicable preferential exchange rate may vary with the tier of Account linked to the Debit Card;
- (c) **the Cardholder shall bear all exchange rate risks, losses and other fees and charges that may arise in respect of each Converted Amount.**

6.3 *Using a Debit Card for cash withdrawals*

The Bank may set conditions or limits on the use of a Debit Card relating to cash withdrawals. These conditions or limits may include the following:

- (i) Cash can be taken out at an ATM or (where available) a point-of-sale terminal by using the physical Debit Card only, whether in or outside Hong Kong.
- (ii) **Withdrawals of cash in any currency (including HKD and any Foreign Currency) at a JETCO ATM will be debited from the Cardholder’s designated HKD Savings Account only, and the Bank has no control over, and takes no responsibility for, the exchange rate used by JETCO network for each Foreign Currency cash withdrawal. Also, cash withdrawals at an ATM operated in certain network (including JETCO) may be subject to fees and charges imposed by the bank providing the ATM service or the relevant network provider, in addition to any fees the Bank may charge. Please contact the Bank’s staff for further information.**
- (iii) For cash withdrawal at an ATM outside Hong Kong, a Cardholder or Supplemental Cardholder shall (a) activate the “Overseas Cash Withdrawal Function” on BOCHK Mobile Banking App or through the phone banking services, any bank branches or other banking channels prescribed by the Bank from time to time and (b) set the overseas cash withdrawal limits (for each transaction and/or for a specific timeframe).

6.4 *Refunds*

- (i) A refund made through a Debit Card by any merchant, financial institution or other person (“refund”) will generally be credited to an Account depending on the currency of that refund.
- (ii) The Bank is not obliged to credit an Account with any refund until the refund together with the relevant supporting evidence provided in such form as acceptable to the Bank have been received by the Bank. The Bank shall also have the right to convert the refund amount into another currency at the exchange rate determined by it and crediting such amount to any Account at the time as it considers appropriate (for example, when the supporting evidence indicates a currency other than the currency of the refund received by the Bank). The Cardholder shall bear all exchange rate risks, losses and other fees and charges that may arise.

6.5 *Mobile payments*

- (i) A Debit Card may be added to any digital wallet application or similar software or electronic tool that will generate a corresponding digital card (“**Mobile Card**”) for making payments via a Mobile Device. In doing so, the use of the Mobile Cards will be subject to the Bank’s “*Terms and*

Conditions for Use of Mobile Card for Apple Pay Service” (for Apple Wallet only) (www.bochk.com/dam/more/boccard/applepay/applepay_inc.pdf) and/or “Terms and Conditions for Use of Mobile Card for Mobile Payment Service” (for other applications, software and electronic tools) (www.bochk.com/dam/document/TnC/DEP/mcardmpmt.pdf), in addition to these Terms and Conditions and the terms and conditions provided by the relevant service provider(s). For the avoidance of doubt, the Bank has no control over any of these service providers or the services offered by these service providers.

- (ii) Where a Debit Card is replaced or renewed, the relevant Mobile Card(s) may be rendered inactive or suspended. A Cardholder or Supplementary Cardholder shall check the status of his Mobile Card(s) regularly before making any mobile payment.

6.6 *Rights of the Bank*

- (i) The Bank shall have the right to impose conditions or limits on the use of the Debit Cards at any time, including, transaction limits (either per transaction or in a given timeframe) and handling fees and charges for overseas transactions. The Bank also reserves the right to add, vary or cancel any Debit Card services such as the types of transaction offered through the cards from time to time.
- (ii) The Bank shall have the right, without prior notice and giving any reason, to refuse or reject any payment made via the Debit Card to any merchant, financial institution or other person if the Bank considers necessary or appropriate.
- (iii) If there is no sufficient available fund in HKD Savings Account to settle a transaction conducted through a Debit Card, the Bank shall have the right to suspend the use of that Debit Card and/or freeze the remaining balance of that account.
- (iv) The Bank will conduct routinely screening, monitoring and reviewing on, and take any other necessary actions to assess, all Cardholders, Supplementary Cardholders and their transactions for the purposes of complying with the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters.

- 6.7 Use of a Debit Card is restricted exclusively to the Cardholder or (as the case may be) the Supplementary Cardholder for bona fide purchase of goods and/or services and/or cash withdrawals only. All Debit Cards must not be used for any other purposes, in particular any illegal purposes, including, without limitation, payment(s) for any illegal transaction or any other transaction in breach of the Bank's obligations to the Hong Kong Monetary Authority. The Debit Cards shall also not be allowed for use by any third party or pledged as security for whatever purposes. Please report to the Bank immediately if the Debit Card has (or may have) been used for any unauthorised purpose or transaction.

7. FEES AND CHARGES

- 7.1 **All Cardholders must pay the Bank all fees and charges in connection with the use of the Debit Cards (including the Supplementary Debit Cards). Please refer to the Bank's “General Banking Services Charges” (www.bochk.com/dam/document/TnC/DEP/servicecharge_en.pdf) for details.**

- 7.2 There may be fees and charges relating to the use of the Debit Card imposed by the third parties including, without limitation, Mastercard. Such fees and charges are determined and calculated by the relevant third parties at their sole discretion. The Bank has no control over, and takes no responsibility for, any determination or calculation of these fees and charges.

8. RESPONSIBILITIES OF CARDHOLDERS AND SUPPLEMENTARY CARDHOLDERS

- 8.1 A Cardholder or Supplementary Cardholder must:

- (i) notify the Bank as soon as practicable for any change of his personal information, in particular, mobile number, email address and mailing address;
- (ii) destroy his physical Debit Card if and when: (a) all relevant Account(s) linked to the card are closed; (b) these Terms and Conditions are terminated; or (c) the card expires, is cancelled or is replaced.

- 8.2 **A Cardholder shall be responsible for any and all transactions effected and liabilities incurred by him and/or each Supplementary Cardholder nominated by him by the use of their Debit Cards.**

He shall check all transaction records of each Debit Card (including the Supplementary Debit Credit(s)) shown on BOCHK Mobile Banking App or the Account statements or passbooks regularly and report (see Clause 9.5 below) any unauthorised, erroneous or questionable transaction to the Bank within 90 days from the date of relevant Account statement or the transaction date shown on the passbook. If he does not notify the Bank within such 90-day period, the transaction in question will be considered as correct, conclusive and binding on him and he shall be regarded as having waived any right to object or pursue any remedy against the Bank in relation to that transaction.

8.3 The Bank's rights of set-off

- (i) Each Cardholder irrevocably authorises the Bank at any time and from time to time to combine and set off all or any of his accounts maintained with the Bank without prior notice in respect of any amount due from him to the Bank.
- (ii) Where the Supplementary Debit Card(s) is/are issued, the Bank may use the credit balance in any Account to repay any amount due from any and all Supplementary Cardholders to the Bank.
- (iii) A Supplementary Cardholder may (at his option) settle the amounts due to the Bank from the Cardholder and/or other Supplementary Cardholder(s). Any payment made by a Supplementary Cardholder in excess of the amounts due from him to the Bank shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the Cardholder and/or other Supplementary Cardholder(s).

9. SECURITY

9.1 Each of the Cardholders and Supplementary Cardholders shall check and comply with all security information and advice provided the Bank from time to time to protect his Debit Card, PIN and Mobile Device, including, without limitation:

- (i) in respect of each physical Debit Card, (a) keep the physical card in a safe place, (b) make sure only one sales slip is imprinted for each transaction and (c) do not share, or allow any person to use, the physical card and PIN;
- (ii) keep the card transaction slips and check the Account statements and/or passbooks regularly;
- (iii) keep the PIN confidential such as destroying any printed copy of the PIN, memorizing the PIN and changing it regularly;
- (iv) provide guidance to underaged Supplementary Cardholders on the use of the Supplementary Debit Cards;
- (v) follow the security measures shown on BOCHK Mobile Banking App to keep the Mobile Device and virtual Debit Card secure and confidential, for example, not allowing any person to use the Mobile Device (in particular, after logging in to BOCHK Mobile Banking App), not storing any biometric credentials of other person in the Mobile Device, not using facial recognition in case of having identical twin sibling or if the facial features may change rapidly, or removing the virtual Debit Card and/or the relevant Mobile Card(s) from the Mobile Device at the time of termination of the Debit Card or disposing of such device;
- (vi) in respect of each Mobile Card, comply with the security requirements provided by the relevant service provider.

9.2 Online security measures required by the Bank

- (i) When using a Debit Card to make an online payment, certain online security measures may be imposed by the Bank for completing an identity verification. These measures shall be governed by the Bank's 'Terms and Conditions for BOC Debit Card Online Transaction Security Verification Service' (www.bochk.com/dam/document/TnC/DEP/mdcotp_en.pdf) which may involve certain procedures or steps prescribed by the Bank from time to time, including, without limitation, inputting an "one-time-password" (that will be sent by SMS to the phone number registered with the Bank) or verifying the transaction details via BOCHK Mobile Banking App to confirm a payment instruction (the "online security process").

- (ii) Each of the Cardholders and Supplementary Cardholders agrees to (a) the use of the Bank's online security service to confirm his identity; and (b) the use of his Debit Card to make online payment(s) upon completion of the online security process. If the online security process cannot be completed, the merchant will not be able to accept a Debit Card in payment for the online transaction.
 - (iii) Each of the Cardholders and Supplementary Cardholders shall not carry out any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of his Debit Card or the Bank's online security process, including circumventing or attempting to circumvent any security measure that has been put in place in this respect.
- 9.3 A Cardholder should suspend his Debit Card (including any Supplementary Debit Card) on BOCHK Mobile Banking App if he suspects that: (i) the PIN in relation to the physical Debit Card has been used by any unauthorised person or for any unauthorised transaction; or (ii) the physical Debit Card is lost or stolen.
- 9.4 A Cardholder or (as the case may be) Supplementary Cardholder shall be fully responsible for any disclosure, whether it is accidental or unauthorised, of any Debit Card details, PIN or other security details relating to his Debit Card to any other person. The Cardholder will bear all consequences of his Debit Card (including any Supplementary Debit Card) being used by unauthorised persons or for unauthorised purposes that may arise from such disclosure.
- 9.5 A Cardholder or Supplementary Cardholder shall notify the Bank of any unauthorised transaction or lost or stolen Debit Card, PIN or Mobile Device as soon as reasonably practicable by contacting the nearest bank branch or calling Customer Service Hotline at (852) 2691 2323 or through any other channels as specified by the Bank from time to time.
10. **UNAUTHORISED TRANSACTIONS**
- 10.1 A Cardholder or Supplementary Cardholder shall cooperate with and assist the Bank to complete the investigation of his reported unauthorised transaction(s) and/or lost or stolen Debit Card, PIN or Mobile Device(s). The Bank will use reasonable endeavours to complete the investigation as soon as possible, except in circumstances which are beyond its control.
- 10.2 The Cardholder may have to bear a loss when the Debit Card has been used for an unauthorised transaction before the Cardholder (or Supplementary Cardholder) has reported to the Bank of such unauthorised transaction or that the Debit Card / PIN / Mobile Device has been lost or stolen or that someone else knows the PIN. Subject to Clause 9.5 above and provided that the Cardholder or (as the case may be) Supplementary Cardholder has acted in good faith and with due care (including, without limitation, taking the precautions under Clauses 9.1 to 9.3 and reporting loss, theft and/or unauthorised use of the Debit Card / PIN / Mobile Device in accordance with Clause 9.5) and has not acted fraudulently or with gross negligence, the liability of the Cardholder for loss, theft or unauthorised use of the Debit Card shall not exceed the maximum amount of HKD500 or such other amount (subject to the applicable laws and regulatory directive) as notified by the Bank to the Cardholders and Supplementary Cardholders from time to time.
- 10.3 The Cardholder shall be liable for all losses if he or the relevant Supplementary Cardholder has acted fraudulently. The Cardholder may be held liable for all losses if he or the relevant Supplementary Cardholder has acted with gross negligence, failed to report to the Bank after having found that his Debit Card / PIN / Mobile Device has been lost or stolen or failed to observe the provisions of Clause 9 above or such other requirements as may be stipulated by the Bank from time to time in safeguarding the Debit Card, PIN and Mobile Device or if the unauthorised use of the Debit Card involves the use of his PIN or Mobile Device with or without his knowledge. The Cardholder shall also indemnify the Bank in full in respect of any expense and losses suffered or incurred by the Bank in relation thereto.
- 10.4 To avoid any ambiguity, if a Cardholder or Supplementary Cardholder has been found to act fraudulently or with gross negligence in connection with any reported loss, theft and/or unauthorised use of his Debit Card / PIN / Mobile Device, the Cardholder shall be liable for all losses arising therefore and have no claim against the Bank for any such loss even if it is resulted from the fraudulent act or gross negligence of the relevant Supplementary Cardholder.

10.5 In any event, the Cardholder shall have no claim against the Bank if he has not notified the Bank of any unauthorised transaction in respect of the use of the Debit Card (including any Supplementary Debit Card) within the 90-day period referred in Clause 8.2 above.

11. LIMITATION ON LIABILITIES OF THE BANK

11.1 Under no circumstances shall the Bank be responsible for any direct loss and liability which a Cardholder or Supplementary Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of his Debit Card(s) or any Debit Card services offered by the Bank, subject however to Clause 10 above and except to the extent that any such loss and liability is attributable to the fraud, negligence or wilful default on the part of the Bank.

11.2 Without limiting the effect of, and in addition to, Clauses 10 and 11.1 above, the Bank shall not be liable for:

- (i) for any indirect, consequential, special, punitive or incidental loss or damage arising from or in connection with the use of a Debit Card or the provision of the Debit Card services, whether or not the Bank was or ought to be aware of the possibility that such loss or damage could occur;
- (ii) any loss or damage which a Cardholder or Supplementary Cardholder may suffer or incur arising from or in connection with any breach of security or unauthorised use of, or corruption or transmission error associated with, his equipment or mobile device; or
- (iii) any event or circumstance beyond the control of the Bank, including, without limitation, any governmental action, failure or malfunction of equipment, device, telecommunication network or computer systems, natural disaster, epidemics, war or strike.

11.3 The Bank shall not be responsible for:

- (i) the refusal of any merchant, financial institution or other person to accept the Debit Card; or
- (ii) any defect or deficiency in goods or services obtained through the use of the Debit Card which is/are supplied by any merchant, financial institution or other person.

Each of the Cardholders and Supplementary Cardholders shall resolve any complaint relating to the paragraphs (i) or (ii) above against the relevant merchant, financial institution or other person directly.

11.4 Notwithstanding Clause 11.3 above, a Cardholder or Supplementary Cardholder may contact the Bank by visiting a bank branch or calling Customer Service Hotline at (852) 2691 2323 or using any other channels as from time to time specified by the Bank at any time in respect of a disputed transaction between a merchant and him. However, the Bank shall have the right to debit the relevant Account for the disputed transaction and refund the relevant amount to him after the investigation result supports his claim.

12. CASH REBATE PROGRAM

12.1 The Bank offers cash rebate program to reward all eligible transactions conducted by the Debit Cards. For details, please refer to “BOC Mastercard® Debit Card Cash Rebate Terms and Conditions” (www.bochk.com/dam/document/TnC/DEP/mdccashrebate.en.pdf).

12.2 Unless otherwise specified in “BOC Mastercard® Debit Card Cash Rebate Terms and Conditions”, all cash rebates will be credited to the Account(s) even if the eligible transaction is effected by a Supplementary Debit Card, and the Supplementary Cardholder shall have no claim against the Bank under the cash rebate program.

13. TERMINATION AND SUSPENSION OF DEBIT CARD

13.1 *Termination*

- (i) A Cardholder may at any time terminate his Debit Card (including any Supplementary Debit Card), provided that he or the relevant Supplementary Cardholder shall remain liable for all transactions effected by the use of the Debit Card until the date of termination and all sums due are paid in full. All Supplementary Debit Cards issued thereto will be automatically cancelled even if the termination request provided by the Cardholder does not refer to any Supplementary Debit Card.

- (ii) The Bank may at any time, with prior notice, terminate any Debit Card (including, not replacing or renewing any card) under any circumstance as the Bank considers appropriate (such as the cancellation of a card as set out in Clause 4.3(iii) above). The Bank may, under exceptional circumstances (for example, where a Debit Card is being used or is suspected of being used for illegal activities or on the death or bankruptcy of a Cardholder), terminate a Debit Card without prior notice. The Bank is not obliged to give a reason for terminating a Debit Card.
- (iii) A termination of Debit Card does not cancel any Account. If all Account(s) linked to a Debit Card is/are closed, no transaction can be effected through such Debit Card.

13.2 Suspension

- (i) A Cardholder may suspend or re-activate the use of his Debit Card (including any Supplementary Debit Card) on BOCHK Mobile Banking App or through the phone banking services, any bank branches or other banking channels prescribed by the Bank from time to time.
- (ii) Unless otherwise specified in these Terms and Conditions, the Bank may at any time without prior notice and giving any reason suspend the use of a Debit Card and/or any Debit Card services thereby offered, and, in this circumstance, a Cardholder will not be able to reactivate any suspended Debit Card through any banking channels.

13.3 The Bank shall not be liable for any loss or damage of whatever nature suffered or incurred by any Cardholder or Supplementary Cardholder or any other person, whether directly or indirectly, as a result of any of the above suspension or termination of a Debit Card.

14. PRIVACY

14.1 The Bank will collect, use, retain and disclose all personal data in relation to the Debit Card in compliance with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and in accordance with the Bank's "Data Policy Notice" (www.bochk.com/dam/document/TnC/DB/datapolicynotice_en.pdf), "Privacy Policy Statement" (www.bochk.com/dam/document/TnC/DB/privacypolicynotice_en.pdf) and/or such other document(s) issued under whatever name from time to time by the Bank and certain of its related entities regarding their general policies on use, disclosure and transfer of personal data (collectively referred to as "**Privacy Notices**"). To the fullest extent permitted by all applicable law, each of the Cardholders and Supplementary Cardholders:

- (i) acknowledges that he has received, read and understood the contents of the Privacy Notices and agrees that the contents of the Privacy Notices shall be binding on him; and
- (ii) authorises the Bank to use any information it may have concerning him and his Debit Card, and/or disclose any such information to any third party (whether it is located in or outside Hong Kong) as the Bank may deem necessary such as Mastercard and the Bank's service providers, in accordance with the Privacy Notices and/or for the provision of the Debit Card services, including, without limitation, processing the online payment(s) made by him or acting according to his instructions relating to the use of his Debit Card.

15. NOTICE AND COMMUNICATION

15.1 Without affecting other methods of communication agreed by a Cardholder, any notice, demand or other communication in respect of the Debit Cards is deemed to be received by each of the Cardholders and Supplementary Cardholders:

- (i) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Bank,
- (ii) when posted on BOCHK Mobile Banking App or the Bank's website (www.bochk.com),
- (iii) when left at any of his addresses on the Bank's record, or 48 hours after mailing to such address or 7 days if the address is overseas, or
- (iv) when sent by electronic mail to any of his email addresses on the Bank's record.

16. AMENDMENT

16.1 The Bank may (in its discretion) from time to time change, amend and/or supplement these Terms and Conditions and/or the relevant fees and charges in relation to the use of the Debit Cards provided that

the Bank will, where practicable, give the Cardholders and the Supplementary Cardholders not less than 60 days' prior notice before any change of these Terms and Conditions takes effect.

16.2 Retention or continued use of a Debit Card after the effective date of the amendments to these Terms and Conditions and/or the relevant fees and charges shall constitute an acceptance of these amendments.

16.3 If a Cardholder or Supplementary Cardholder does not accept the proposed amendment to these Terms and Conditions, he shall notify the Bank in writing and the Bank may (in its discretion) terminate or suspend his Debit Card or the provision of Debit Card services in accordance with Clause 13 above.

17. THIRD PARTY RIGHTS

17.1 Subject to Clause 17.3, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any provision of these Terms and Conditions.

17.2 Notwithstanding any provision under these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions is not required to rescind or vary any provision hereof at any time.

17.3 Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision hereof (including without limitation any limitation or exclusion of liability) which expressly confers rights or benefits on that person.

18. INTELLECTUAL PROPERTY

18.1 The copyright of the contents, including patents, trade secrets, trade-marks, service marks, images, graphics, logos displayed on the Debit Cards (collectively referred to as "**intellectual property**" in this Clause) are either owned by or licensed to the Bank or the relevant third parties such as Mastercard and the Bank's service provider(s). No intellectual property or any part thereof is assigned or transferred to any Cardholder or Supplementary Cardholder. Each of the Cardholders and Supplementary Cardholders shall not use, modify, disseminate, edit, adapt or reproduce any intellectual property without prior consent of the Bank and/or the relevant owners or licensees.

19. RECORDS

19.1 A Cardholder can review all transaction records relating to the use of his Debit Card (including the Supplementary Debit Card(s)) on BOCHK Mobile Banking App, the Account statements and/or passbooks. The Bank's record of all transactions effected by the use of the Debit Card (including the use of a Debit Card at any ATM) shall be conclusive evidence of such use (save in the case of manifest error) and shall be binding on the Cardholders for all purposes.

20. MISCELLANEOUS

20.1 These Terms and Conditions are prepared in both English and Chinese. In case of any conflict between the English and Chinese versions, the English version shall prevail.

20.2 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.

20.3 These Terms and Conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.

20.4 No failure to act, omission or delay by the Bank to exercise or enforce any right under any provision hereof shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any further exercise of it or the exercise of any other right.

20.5 Neither Cardholder nor Supplementary Cardholder may assign any of his rights and/or obligations under these Terms and Conditions. The Bank may assign or transfer any of its rights and obligations hereunder to any third party.

21. GOVERNING LAW AND JURISDICTION

21.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder and Supplementary Cardholder irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.