

重要通知

經此渠道提供的服務之相關條款及細則將以電子形式提供，查詢請致電中銀卡服務熱線(+852 2691 2323)。

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中國銀行(香港)有限公司
使用流動支付服務之流動卡的條款及細則

本條款及細則適用於並管轄流動卡(詳見下文釋義)於由流動支付服務供應商或其附屬成員所提供的流動支付服務(詳見下文釋義)內的使用，及對管轄使用中銀卡的「服務條款」、「零售銀行服務一般說明」及相關適用條款(本行不時酌情決定修改)(統稱「該相關適用條款」)作出補充並被視為已納入該相關適用條款中。

請仔細閱讀本條款及細則。當中銀卡客戶(詳見下文釋義)就流動支付服務而使用流動卡及/或透過流動支付服務不時提供的相關服務及設施，即表示中銀卡客戶同意受本條款及細則的約束。根據以下第 38 條規定，本條款及細則可由本行不時酌情決定修改並上載於流動支付服務內，因此當中銀卡客戶使用流動卡進行流動支付服務時應仔細閱讀本條款及細則。若中銀卡客戶於本條款及細則作出任何修訂後仍繼續使用流動卡進行流動支付服務，他/她將被視為已同意經修訂後的本條款及細則。

釋義

1. 除非在本條款及細則中另有釋義，該相關適用條款中所界定的用語及詞彙在本條款及細則中使用時涵義相同。倘本條款及細則與該相關適用條款就使用流動卡進行流動支付服務上有任何不符之處，概以本條款及細則為準。
2. 在本條款及細則內，除非文義另有所指：

「**流動裝置**」指由流動支付服務供應商以支持使用流動支付服務的指定及合資格電子裝置，不論裝置內是否已載有流動卡，其類型或型號可由流動支付服務供應商不時更改或取消，而毋須事先給予通知；

「**中銀卡**」指該相關適用條款內提及由本行以任何形式發出的任何中銀卡，「**賬戶**」，「**中銀卡客戶**」和「**結單**」的文義亦會按此解釋；

「**本行**」指中國銀行(香港)有限公司；

「**流動卡**」是一種數碼顯示形式的中銀卡，儲存或將儲存於流動裝置內，並可於適用的電子終端機進行交易的中銀卡，但不會為中銀卡客戶的流動卡發出實卡；

「**流動支付服務**」指由流動支付服務供應商提供而使用流動裝置的電子付款服務；及

「**流動支付服務供應商**」指本行不時指定的流動支付服務的供應商。

本條款及細則的效力

3. 本條款及細則列載中銀卡客戶及本行使用流動卡進行流動支付服務的各自權利及義務。本條款及細則補充該相關適用條款及被視為已納入該相關適用條款中，並與此一同管轄提供及使用流動卡以進行流動支付服務。其遵循如下條款：
 - (a) 本條款及細則擬進行的活動及交易屬於適用的該相關適用條款的範圍之內並受其規限；及
 - (b) 若本條款及細則的條文與適用的該相關適用條款的條文就流動支付服務而使用流動卡上有任何不符之處，概以本條款及細則的條文為準。

流動支付服務的使用及使用流動卡進行流動支付服務

4. 中銀卡客戶可使用中銀卡，透過流動支付服務要求產生及啟動流動卡。在本行核准產生流動卡的要求後，流動卡會被產生及傳送至流動裝置。中銀卡客戶於流動裝置內啟動流動卡後，即可使用流動支付服務。
5. 流動支付服務的登記及使用受流動支付服務供應商及與流動支付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。
6. 本行並不擁有、操作或控制流動支付服務(或其任何部份)及並不對流動支付服務供應商或其聘請、委任或提名的任何第三者向中銀卡客戶提供的任何服務(包括流動支付服務)負上責任。本行對流動支付服務供應商或其聘請、委任或提名的任何第三者向中銀卡客戶提供的任何服務(包括流動支付服務)及信息不負上責任。
7. 使用流動卡進行流動支付服務的所有交易將載於結單上。

8. 使用流動卡進行流動支付服務受本條款及細則規限。當中銀卡客戶使用流動卡進行流動支付服務，即表示中銀卡客戶同意受本條款及細則及相關的該相關適用條款所約束。
9. 流動支付服務只適用於符合以下條件的中銀卡客戶：
 - (a) 其中銀卡是本行全權酌情決定為有效及信譽良好的；及
 - (b) 其中銀卡是本行全權酌情決定為可登記及使用流動支付服務的；及
 - (c) 持有流動裝置；及
 - (d) 成功於流動裝置內要求產生並啟動流動卡。
10. 中銀卡客戶須在切實可行的合理情況下，儘快根據流動支付服務供應商及本行所提供的指引及指示要求產生流動支付服務所使用的流動卡。中銀卡客戶須立即以本行及/或流動支付服務供應商不時訂明的方式啟動流動卡以進行流動支付服務，包括但不限於輸入從本行取得的核証密碼。
11. 儘管本條款及細則載有其他任何相反的條文，流動支付服務供應商可絕對全權酌情決定提供流動支付服務予任何流動裝置。本行並無(任何性質的)義務向任何人士提供或繼續提供流動卡以進行流動支付服務。本行有權不時指明或更改就提供或使用流動卡進行流動支付服務的條件，包括(但不限於)以下各項：
 - (a) 適用於要求產生及啟動流動卡進行流動支付服務的中銀卡類型及數目；
 - (b) 流動支付服務的交易限額或貨幣；
 - (c) 就使用流動卡進行流動支付服務的可用範圍或使用的限制、條件或規格；及
 - (d) 適用於要求產生及啟動流動卡的流動裝置類型。

12. 對於與本行的所有往來事件，中銀卡客戶須於任何時間以真誠態度及應有謹慎行事。
13. 中銀卡客戶同意他/她不得以中銀卡、流動卡及/或流動支付服務用作任何非法購買及/或用途。
14. 中銀卡客戶須自行承擔使用流動支付服務，及要求產生及啟動使用流動卡進行流動支付服務而配置的流動裝置、數據連接及其他配套服務所產生的一切費用、收費及開支。
15. 中銀卡客戶可要求啟動、暫停、刪除或終止流動卡與本行聯絡。中銀卡客戶可就流動裝置的使用及流動支付服務或其他相關客戶服務與流動支付服務供應商聯絡。
16. 中銀卡客戶可透過流動支付服務從流動裝置內揀選流動卡於(a)商戶可接受使用流動卡的非接觸式付款的非接觸式商戶終端機或閱讀器；及(b)應用程式內或於參與流動支付服務的商戶以其他網上交易支付方式進行付款。

採取保安防範措施的責任

17. 中銀卡客戶須採取合理措施妥善保管流動卡及流動裝置(包括流動裝置的登入方式)，亦須將流動卡及流動裝置保管在他/她個人控制之內。在不損害及補充相關的該相關適用條款有關中銀卡及私人密碼的條文下，中銀卡客戶必須在切實可行的合理情況下採取以下保安防範措施：
 - (a) 根據第 9 條要求產生及啟動流動支付服務；
 - (b) 不應在裝有盜版，破解版，偽造及/或未獲授權應用程式的流動裝置或軟件保護被破解或已獲得手機作業系統或軟件根權限的流動裝置內 (包括但不限於「越獄」的或「獲根權限」的流動裝置)產生及啟動流動卡及/或使用流動卡進行流動支付服務；
 - (c) 中銀卡客戶須於任何時間妥善保管載有流動卡的流動裝置在其個人控制之內，不得允許任何其他人士使用；

- (d) 不應在任何其他人士的流動裝置內要求產生或啟動流動卡或使用任何其他人士的流動裝置內的流動卡進行流動支付服務；
- (e) 於出售或處置流動裝置或轉交流動裝置給任何其他人士前，刪除可進行流動支付服務的所有流動卡；
- (f) 切勿使用任何常用個人資料或任何個人身份證號碼或用戶號碼或任何人士的指紋或生物識別證據作為開啟或啟動流動裝置及/或流動支付服務的登入方式；
- (g) 切勿向任何其他人士披露流動裝置的登入方式；
- (h) 不應寫下、儲存或記錄流動裝置的登入方式而不加掩藏或寫在、儲存在或記錄在通常與流動裝置一同存放或附近的任何物件上；
- (i) 防止意外或未經授權披露流動裝置的登入方式，並定期或在需要時更改流動裝置的登入方式；
- (j) 須保留流動支付服務交易銷售單據的客戶副本(如有)，並在中銀卡客戶收到結單時，在切實可行的合理情況下儘快查對。對於結單內未經授權的交易及/或異議應按照該相關適用條款下的適用條文立即通知本行；
- (k) 在切實可行的合理情況下儘快通知本行任何中銀卡及/或載有流動卡的流動裝置的遺失或被竊；及
- (l) 在切實可行的合理情況下，儘快通過指定服務熱線，通知本行任何懷疑未經授權交易，或任何未經授權的情況下使用流動卡及/或流動支付服務。

中銀卡客戶須自行及絕對承擔未有採取本行及/或流動支付服務供應商就中銀卡、流動裝置、流動裝置的登入不時推薦的保安防範措施之全部風險。無論在任何情況下，本行將不會向中銀卡客戶就上述事項所蒙受或引致的任何損失或損害承擔任何責任。

18. 如發生以下事件，在切實可行的合理情況下，中銀卡客戶須致電本行 24 小時熱線電話(852)2691-2323 通知本行，並於隨後 24 小時內或本行不時訂明的其他時間內以書面確認：
- (a) 中銀卡遺失或被竊；
 - (b) 未經授權或任何懷疑未經授權使用流動卡及/或流動支付服務；及
 - (c) 懷疑出現使用流動卡進行流動支付服務的任何偽造或欺詐交易。
19. 在不損及第 17 及 18 條所載的義務的情況下，中銀卡客戶須將有關事件通知警方，並在切實可行的合理情況下儘快將報警事宜的有關文件證據提交本行。

中銀卡客戶的責任

20. 中銀卡客戶須自行負責確保流動裝置及其他設備能兼容並支持要求產生、啟動並使用流動卡及流動支付服務。
21. 倘發生以下事件，而中銀卡客戶以真誠態度及應有謹慎及時行事（包括根據第 17 條採取防範措施及按照第 17 及 18 條報失、報被竊及 / 或未經授權使用流動裝置、流動卡及/或流動支付服務，則中銀卡客戶毋須因下列情況而產生的損失及損害負責：
- (a) 於中銀卡客戶將遺失、被竊及 / 或未經授權使用流動裝置、流動卡及/或流動支付服務等情況正式通知本行後發生的任何未經授權交易；
 - (b) 終端機或其他系統發生的故障，引致中銀卡客戶蒙受損失及損害，惟若有關故障是明顯的，或已顯示故障信息或通告則除外；及
 - (c) 交易是以偽造的中銀卡進行。
22. 在受第 23 條規限的情況下，若中銀卡客戶以真誠態度及應有謹慎及時行事（包括根據第 17 條採取防範措施及按照第 17 及 18 條報失、報被竊及/或未經授權使用流動裝置、流動卡及/或流動支付服務，則中銀卡客戶對流動裝置、流動卡及/或流動支付服務的遺失、被竊或被未經授權使用所負責任，將不會

超過適用法例，監管指引及/或該相關適用條款適用條款所不時訂明之最高限額。

23. 儘管本文載有任何相反規定，若中銀卡客戶的流動裝置、流動卡及/或流動支付服務之遺失、被竊及 / 或被未經授權使用，是由於中銀卡客戶有欺詐行為或嚴重疏忽，或未能遵照第 17 或 18 條之規定，或未能採取合理防範措施防止流動裝置、流動卡及/或流動支付服務的遺失、被竊及 / 或未經授權使用，或有關未經授權使用的流動卡及/或流動支付服務涉及在中銀卡客戶知情或不知情下進入流動裝置，則中銀卡客戶須對因而產生或有關的一切損失及損害負全責。中銀卡客戶同意就因而合理地引致的一切損失、損害、責任及一切合理費用及開支而向本行作出及保持作出全數彌償。
24. 中銀卡客戶接受因其不遵從或違反本條款及細則的任何條文而需負上全責，並承諾及同意全數彌償本行就任何該等中銀卡客戶不遵從或違反而導致本行產生及/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。

費用及收費

25. 本條款及細則下中銀卡客戶需支付的所有費用、收費及利息在本行不時發出及修訂的收費表中詳細列出，中銀卡客戶須根據收費表支付相關費用。本行保留權利就流動卡收取費用，費用為本行不時指明的金額，並記入賬戶。

刪除流動卡

26. 如流動卡失靈失效，中銀卡客戶須立即從流動裝置內刪除進行流動支付服務的相關流動卡。

責任限免

27. 儘管有第 21 條的規定及除本行的欺詐行為、疏忽或故意違約所導致的損失或損害外，本行在任何情況下概不會對中銀卡客戶因本行提供的流動卡或其它裝置的任何使用，不當使用或失靈失效，本行提供的其他相關服務，或流動支付服務供應商提供的流動支付服務，或任何透過流動支付服務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負上任何責任。

28. 在履行本文所載其對中銀卡客戶的義務時，本行將不會為採用的任何電腦系統及其它設備，於其合理控制範圍以外的原因而產生的任何誤差、延誤或失靈失效負上任何責任。
29. 流動支付服務是由流動支付服務供應商提供。本行將不會就流動支付服務的質素或性能負上任何責任。就流動支付服務或其任何部分，本行未有作出保證，不論是以明示或隱含方式，包括就其狀態、質素、性能、商售性、做工及工藝、對某特定用途的適用性、及時性或非侵犯第三方權利，或其安全、無誤差或功能不受幹擾的保證。
30. 本行將不會就要求產生、啟動或使用流動卡及流動支付服務或其任何部分而導致中銀卡客戶的電腦、流動裝置或任何其他相關裝置或設備，或任何其他軟件或數據的損失、損害或病毒(包括任何其他已安裝或待安裝的應用程式的損失或損害或其無法執行)負上責任。

披露

31. 中銀卡客戶授權本行按照其不時修訂的資料政策通告（詳見該相關適用條款中釋義）、私隱政策聲明或本行不時以任何其他名義發佈有關於使用、披露及轉移個人資料的一般政策的文件，收集、披露、處理及使用與中銀卡客戶、使用流動支付服務的流動裝置、任何流動支付服務交易及與中銀卡客戶使用流動支付服務有關的信息(統稱為「客戶資料」)。
32. 本行可為流動卡的產生及維護而收集及儲存中銀卡客戶流動裝置的獨有識別(例如 SEID 或者設備 ID 編號、流動裝置的類型及/或流動卡號碼，以測試流動支付服務的合資格性。中銀卡客戶不准許本行按照上述形式使用任何相關信息，可導致不能要求產生及使用流動卡。

使用流動卡進行流動支付服務的終止及停用

33. 中銀卡客戶可隨時從流動裝置內刪除或按照本行指明的其他方式終止使用相關流動卡進行流動支付服務及本條款及細則，惟儘管相關流動卡已被刪除或終止，中銀卡客戶仍須負責一切透過使用流動支付服務所進行之交易，直至全數付清賬戶內一切欠款（不論有否過賬至賬戶亦然）為止，且正式遵守本行的規定及根據第 25 條支付費用及收費。第 17 至 19、20 至 25 及 27 至 32 條在本條款及細則終止後繼續有效。

34. 中銀卡客戶可按照本行不時指明的方式暫停、恢復、報失或終止使用流動卡進行流動支付服務。
35. 在中銀卡客戶或本行刪除或終止使用流動卡進行流動支付服務後，中銀卡客戶須自行以本行或流動支付服務供應商指示的相關方式從流動裝置內刪除為使用流動支付服務而儲存的相關流動卡。儘管可使用進行流動支付服務的流動卡已從流動裝置內刪除或已被終止，中銀卡客戶仍須繼續對使用相關流動卡所進行流動支付服務及一切由此產生的收費承擔責任。除非及直至可用作進行流動支付服務的相關流動卡已根據本行或蘋果指示的相關方式被刪除或終止，否則任何終止可用作進行流動支付服務的相關流動卡之要求均屬無效。
36. 本行可隨時終止流動支付服務供應商提供的流動支付服務及/或其下提供的任何服務及/或不批准其提供的任何擬進行之交易，而毋須通知及申述理由。
37. 為免生疑問，在提供流動支付服務的中銀卡過期、取消或終止時，流動支付服務將會同時自動被終止。

修訂

38. 本行可不時(酌情決定)修改本條款及細則及/或收費表(第 25 條內提及)，惟於本條款及細則的任何重大更改生效之前，本行須向中銀卡客戶發出不少於 60 天的通知，除非有關修改是在本行控制範圍以外則不在此限。

第三者權利

39. (a) 除第 39(c)條外，並非本條款及細則一方的人並不享有《合約(第三者權利)條例》(香港法例第 623 章)(「第三者條例」)下的權利以執行本條款及細則任何條款或享有本條款及細則任何條款下的權益。
- (b) 無論本條款及細則任何條款如何約定，在任何時候撤銷或修改本條款及細則均無需取得並非本條款及細則一方的任何人的同意。
- (c) 本行的任何董事、人員、雇員、關聯機構或代理人可依據第三者條例，依賴本條款及細則中賦予其權利或利益的任何明文規定條款(包括但不限於任何彌償、責任限制或責任排除)。

法律與司法管轄權

40. 本條款及細則受香港法律管轄，並依照香港法律詮釋。中銀卡客戶不可撤銷地接受香港法院的非專有司法管轄權管轄。

雜項

41. 本條款及細則的每一條文與其它條文均可分割。若任何條文於任何時間在香港法律或其他司法管轄區法律下是或變為違法、無效或不可強制執行，其餘條文的合法性、有效性或可強制執行性皆不會因而受到任何影響或損害。
42. 本條款及細則對中銀卡客戶的每名承繼人、遺產代理人及合法代表中銀卡客戶行事的人士均具約束力。
43. 即使本行並不採取行動或遺漏或延遲行使或強制執行本條款及細則所載的任何權利，亦不會構成放棄有關權利，而單項或局部行使任何權利或行使任何權利時有不妥之處，並不妨礙另外或進一步行使有關權利，亦不妨礙行使任何其他權利。
44. 本行可轉讓本條款及細則所載其所有或任何權利予任何第三者。中銀卡客戶不可轉讓本條款及細則所載其任何權利及/或義務。

解釋

45. 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。

Bank of China (Hong Kong) Limited

Terms and Conditions for Use of Mobile Card for Mobile Payment Service

These terms and conditions are applicable to and govern the use of Mobile Card (as defined below) for the Mobile Payment Service (as defined below) provided by Mobile Payment Service Provider or its affiliates and supplemental and deemed to be incorporated into the “Conditions for Services” , “General Information” and other relevant applicable terms and conditions governing the use of the Card (as may be amended from time to time at the discretion of the Bank) (collectively, “Relevant Terms”).

Please read these terms and conditions carefully. By using the Mobile Card for the Mobile Payment Service and/or the related services and facilities from time to time available through the Mobile Payment Service, the BOC Card Customer (as defined below) agrees to be bound by these terms and conditions. As these terms and conditions may be amended from time to time at the discretion of the Bank according to Clause 38 below and be posted through the Mobile Payment Service, the BOC Card Customer should read these terms and conditions carefully whenever using the Mobile Card for the Mobile Payment Service. The BOC Card Customer shall be deemed to have agreed to the revised terms and conditions if he/she continues to use the Mobile Card for the Mobile Payment Service following any changes to these terms and conditions.

Definitions

1. Terms and expressions defined in the Relevant Terms shall have the same respective meanings when used in these terms and conditions unless otherwise defined in these terms and conditions. In the event of any inconsistency between these terms and conditions, Relevant Terms in respect of the use of Mobile Card for the Mobile Payment Service, these terms and conditions shall prevail to the extent of inconsistency.
2. In these terms and conditions, unless the context otherwise requires:

“Mobile Device” means a designated and eligible electronic device, with or without a Mobile Card stored, prescribed by Mobile Payment Service Provider to support the use of the Mobile Payment Service, and the type or model of such electronic device is subject to change or cancellation by Mobile Payment Service Provider from time to time without prior notice;

“Card” means any BOC Card(s) issued by the Bank referred to in the Relevant Terms in whatever form, and the terms **“Account”**, **“BOC Card Customer”** and **“Statement”** shall be construed accordingly;

“Bank” means Bank of China (Hong Kong) Limited;

“Mobile Card” means a digital representation form of the Card stored or to be stored in a Mobile Device for effecting transactions at applicable electronic terminals but no physical card will be issued in respect of the Mobile Card;

“Mobile Payment Service” means the service of electronic payment offered by Mobile Payment Service Provider using Mobile Device; and

“Mobile Payment Service Provider” means a provider of Mobile Payment Service as the Bank may specify from time to time.

Effect of these terms and conditions

3. The provisions of these terms and conditions set out the respective rights and obligations of the BOC Card Customer and the Bank specifically in connection with the use of Mobile Card for the Mobile Payment Service. These terms and conditions supplement and shall be deemed to be incorporated into the Relevant Terms and together they govern the provision and use of Mobile Card for the Mobile Payment Service. It follows that:

- (a) the activities and transactions contemplated in these terms and conditions fall within the scope of and are subject to the applicable Relevant Terms ; and
- (b) if there is any inconsistency between the provisions of these terms and conditions and the provisions of the applicable Relevant Terms in respect of the use of Mobile Card for the Mobile Payment Service, the provisions of these terms and conditions shall prevail to the extent of the inconsistency.

Use of the Mobile Payment Service and Use of Mobile Card for the Mobile Payment Service

- 4. The Mobile Payment Service enables the BOC Card Customer to request the generating of and activate the Mobile Card based on the Card. Once the Mobile Card generating request is approved by the Bank, the Mobile Card is generated and transmitted to the Mobile Device. Upon activation of the Mobile Card in the Mobile Device, the BOC Card Customer is able to use the Mobile Payment Service.
- 5. The registration and use of the Mobile Payment Service is subject to the terms and conditions, rules and regulations, service guides or similar documents and materials from time to time specified by Mobile Payment Service Provider and other service provider(s) relevant for the provision of the Mobile Payment Service.
- 6. The Bank does not own, operate or control the Mobile Payment Service (or any part thereof) and is not responsible for any service (including the Mobile Payment Service) provided to BOC Card Customer by Mobile Payment Service Provider or any third party engaged, appointed or nominated by Mobile Payment Service Provider. The Bank is not responsible for any service (including the Mobile Payment Service) and information provided to BOC Card Customer by Mobile Payment

Service Provider or any third party engaged, appointed or nominated by Mobile Payment Service Provider.

7. All transactions effected through the Mobile Payment Service by use of Mobile Card shall be shown in the Statement.
8. The use of Mobile Card for the Mobile Payment Service is subject to these terms and conditions. By using the Mobile Card for the Mobile Payment Service, the BOC Card Customer confirms and agrees to be bound by these terms and conditions, and the Relevant Terms .
9. The Mobile Payment Service will only be made available to a BOC Card Customer:
 - (a) whose Card is determined at the Bank's sole discretion to remain valid and in good standing; and
 - (b) whose Card is accepted by the Bank at its discretion for registration with and use of the Mobile Payment Service; and
 - (c) who maintains a Mobile Device; and
 - (d) who has successfully requested the generating of and activated the Mobile Card in the Mobile Device.
10. The BOC Card Customer shall follow the guidance and instructions provided by Mobile Payment Service Provider and the Bank to request the generating of the Mobile Card for use of the Mobile Payment Service. The BOC Card Customer shall immediately activate the Mobile Card for use of the Mobile Payment Service by means prescribed by the Bank and/or Mobile Payment Service Provider from time to time, including but not limited to entering the verification code received from the Bank.

11. Notwithstanding any other provisions of these terms and conditions to the contrary, Mobile Payment Service Provider shall have the absolute sole discretion to determine the provision of the Mobile Payment Service to any Mobile Device. The Bank shall have no obligation (in whatsoever nature) to provide or continue to provide any Mobile Card for use of the Mobile Payment Service to any person. The Bank shall have the right to specify or vary from time to time the provision or use of Mobile Card for the Mobile Payment Service, including (but not limited to) the following:
 - (a) the type(s) and number(s) of Card for generating and activating the Mobile Card for use of the Mobile Payment Service;
 - (b) any transaction limit or currency of the Mobile Payment Service;
 - (c) any restriction, condition or specification on the availability or use of Mobile Card for the Mobile Payment Service; and
 - (d) the Mobile Device on which a Mobile Card may be requested for the generating of and activated.
12. The BOC Card Customer shall act in good faith at all times in relation to all dealings with the Bank.
13. The BOC Card Customer agrees that he/she shall not use the Card, Mobile Card and/or the Mobile Payment Service for any illegal purchase and/or purposes.
14. The BOC Card Customer shall be solely responsible for all fees, charges, costs and expenses in relation to the Mobile Device, data connection and other ancillary services for the use of the Mobile Payment Service, and requesting for the generating of and activating the Mobile Card for use of the Mobile Payment Service.

15. The BOC Card Customer may contact the Bank for requesting for the activation, suspension, deletion or termination of the Mobile Card. The BOC Card Customer may contact Mobile Payment Service Provider for use of the Mobile Device and the Mobile Payment Service or other related customer services.
16. The Mobile Payment Service enables BOC Card Customer to select a Mobile Card in the Mobile Device to make contactless payment (a) at merchants contactless-enable point-of-sales terminals or reader that accept contactless payment using a Mobile Card; and (b) in-app or other digital commerce payments at merchants participating in the Mobile Payment Service.

Duty to take security precautions

17. The BOC Card Customer shall take reasonable care of the Mobile Card and the Mobile Device (including access to the Mobile Device) and keep the Mobile Card and Mobile Device safely under his/her personal control. Without prejudice and in addition to the provisions of the Relevant Terms regarding the security of a Card or PIN, the BOC Card Customer shall also take the following security precautions where reasonably practicable:
 - (a) request the generating of and activate the Mobile Card for use of the Mobile Payment Service in accordance with Clause 9;
 - (b) never request the generating of and activate the Mobile Card and/or use the Mobile Card for the Mobile Payment Service with a Mobile Device with any pirated, hacked, fake and/or unauthorized applications or in which the software lockdown has been overridden or root access to its software operating system has been obtained (such as, but without limitation, a jailbroken or a rooted Mobile Device);

- (c) never permit any other person to use the Mobile Device with Mobile Card for the Mobile Payment Service and will at all times safeguard the Mobile Device with Mobile Card and keep it under the BOC Card Customer's personal control;
- (d) never request the generating of or activate the Mobile Card for use of the Mobile Payment Service in and use other person's Mobile Cards for use of the Mobile Payment Service from the Mobile Device of any other person;
- (e) delete all Mobile Cards for use of the Mobile Payment Service before sale or disposal of the Mobile Device or passing the Mobile Device to any other person;
- (f) never use any easily accessible personal information or any personal identification number or user code or password or other person's fingerprint or biometric credentials for accessing, switching on or activating the Mobile Device and/or the Mobile Payment Service;
- (g) never disclose the access to the Mobile Device to any other person;
- (h) never write down, store or record the access to the Mobile Device without disguising them or on anything usually kept with or near it;
- (i) safeguard against accidental or unauthorized disclosure of the access to the Mobile Device, and change the access to the Mobile Device regularly or where necessary;
- (j) keep customer copy of the sales slips (if available) of the Mobile Payment Service transactions and check them against the Statement as soon as reasonably practicable after the BOC Card Customer received it. Prompt notification to the Bank is required

for any unauthorized transactions and/or objection to the Statement in accordance with the provisions of the applicable Relevant Terms ;

- (k) notify the Bank of any loss or theft of the Card and/or the Mobile Device with Mobile Card as soon as reasonably practicable; and
- (l) notify the Bank of any suspected unauthorized transaction or use of the Mobile Card and/or the Mobile Payment Service for any unauthorized purpose as soon as reasonably practicable via the designated service hotline.

Failure to take any security precautions in relation to the Card, Mobile Device, access to Mobile Device as may be recommended by the Bank and/or Mobile Payment Service Provider from time to time shall be at the sole and absolute risk of the BOC Card Customer. The Bank shall, under no circumstances, be held liable for any loss or damages suffered or incurred by the BOC Card Customer arising or resulting therefrom.

18. Upon the occurrence of any of the following events, the BOC Card Customer shall report as soon as reasonably practicable to the Bank by phone to the 24-hour hotline number (852) 2691-2323 of the Bank and thereafter confirm the same in writing within 24 hours or such other period as the Bank may prescribe from time to time:

- (a) loss and/or theft of the Card;
- (b) unauthorized or any suspected unauthorized use of the Mobile Card and/or the Mobile Payment Service; and/or
- (c) suspicion of any counterfeit or fraud transactions using the Mobile Card for the Mobile Payment Service.

19. Without prejudice to the obligations under Clauses 17 and 18, the BOC Card Customer shall report the relevant event to the police and shall submit to the Bank satisfactory documentary evidence of such police report as soon as reasonably practicable.

BOC Card Customer's liability

20. The BOC Card Customer is solely responsible for ensuring that the Mobile Device and other equipment are compatible with and capable of supporting the request for the generating of, activation and use of the Mobile Card and the Mobile Payment Service.
21. Provided that the BOC Card Customer has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 17 and reporting loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Mobile Payment Service in accordance with Clauses 17 and 18), the BOC Card Customer shall not be responsible for the loss and damage incurred:
 - (a) for any unauthorized transactions made after the BOC Card Customer has duly notified the Bank of the loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Mobile Payment Service;
 - (b) when faults have occurred in the terminals or other systems used, which cause the BOC Card Customer to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
 - (c) when transactions are made through the use of counterfeit cards.
22. Subject to Clause 23 and provided that the BOC Card Customer has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 17 and reporting loss, theft and/or

unauthorized use of the Mobile Device, Mobile Card and/or the Mobile Payment Service in accordance with Clauses 17 and 18), the liability of the BOC Card Customer for loss, theft or unauthorized use of the Mobile Device, Mobile Card and/or the Mobile Payment Service shall not exceed the maximum from time to time prescribed by the applicable law, regulatory directive and/or applicable clause(s) under the Relevant Terms .

23. Notwithstanding anything contained herein to the contrary, the BOC Card Customer shall be fully liable for all losses and damages arising out of or in connection with the loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Mobile Payment Service if the BOC Card Customer has acted fraudulently or with gross negligence or has failed to comply with Clauses 17 or 18 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Mobile Device, Mobile Card and/or the Mobile Payment Service, or if the unauthorized use of the Mobile Card and/or the Mobile Payment Service involve(s) access to the Mobile Device with or without the BOC Card Customer's knowledge, the BOC Card Customer agrees to indemnify and keep the Bank fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
24. The BOC Card Customer accepts full responsibility for non-observance or violation of any provision of these terms and conditions and undertakes and agrees to fully indemnify the Bank towards any loss, damage, claim, interest, conversion, any other financial charge that the Bank may incur and/or suffer as a result of any such non-observance or violation on the part of the BOC Card Customer.

Fees and charges

25. All fees, charges and interest payable by the BOC Card Customer under these terms and conditions are more particularly set out in and shall be paid according to the Fees Schedule as the Bank may issue and revise

from time to time. The Bank reserves the right to charge a fee which may be debited to the Account in respect of the Mobile Card in such amount(s) as specified by the Bank from time to time.

Deleting the Mobile Card

26. In case of malfunction of the Mobile Card, the BOC Card Customer shall immediately delete the relevant Mobile Card(s) for use of the Mobile Payment Service from the Mobile Device.

Limitation on liabilities

27. Under no circumstances shall the Bank be responsible for any direct loss and liability which the BOC Card Customer may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Mobile Card or other devices provided by the Bank and other related services offered by the Bank, or the Mobile Payment Service provided by Mobile Payment Service Provider or any goods and services obtained by the BOC Card Customer through the Mobile Payment Service, subject however to Clause 21 and except to the extent that any such loss or damage is attributable to the fraud, negligence or wilful default on the part of the Bank.
28. The Bank shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Bank in the course of performing its obligations hereunder to the BOC Card Customer to the extent that it is attributable to any cause beyond the Bank's reasonable control.
29. The Mobile Payment Service is provided by Mobile Payment Service Provider. The Bank is not responsible for the quality or performance of the Mobile Payment Service. No warranty, whether express or implied, is given by the Bank in relation to the Mobile Payment Service or any part thereof, including any warranty on its condition, quality,

performance, merchantability, workmanship, fitness for any particular purpose, timeliness or non-infringement of third party rights, or that it is secure, error-free or will function without interruption.

30. The Bank is not responsible for any loss or damage or virus to the BOC Card Customer's computer, Mobile Device or any other relevant device or equipment, or any software or data (including loss or damage to or non-performance of any other applications installed or to be installed in any of the aforesaid) that may be caused by the request for the generating of, activation or use of the Mobile Card and the Mobile Payment Service or any part thereof.

Disclosures

31. The BOC Card Customer authorizes the Bank to collect, disclose, handle and use any information relating to the BOC Card Customer, the Mobile Device for use of the Mobile Payment Service, any transaction of the Mobile Payment Service and the use of the Mobile Payment Service by the BOC Card Customer (collectively "**Customer Data**") in accordance with the Data Policy Notice (as defined in the Relevant Terms), Privacy Policy Statement or such other document(s) issued under whatever name from time to time by 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).
32. The Bank may collect and store the unique identifier of the BOC Card Customer's Mobile Device (i.e. SEID or Device ID), type of Mobile Device and/or Mobile Card number to enable eligibility checking of the Mobile Payment Service for the purpose of Mobile Card generating and maintenance. BOC Card Customer who does not allow the Bank to use any such information in the above manner may not be able to request the generating of and use a Mobile Card.

Termination and suspension of Mobile Card for the Mobile Payment Service

33. The BOC Card Customer may terminate the use of Mobile Card for the Mobile Payment Service and these terms and conditions by deleting the relevant Mobile Card for use of the Mobile Payment Service from the Mobile Device or in such other manner as specified by the Bank from time to time provided that the BOC Card Customer shall remain liable for all transactions effected through the Mobile Payment Service notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full and duly comply with the Bank's requirements and paying the fees and charges in accordance with Clause 25. Clauses 17 to 19, 20 to 25 and 27 to 32 shall survive termination of these terms and conditions.
34. The BOC Card Customer may suspend, resume, report loss or terminate the use of Mobile Card for the Mobile Payment Service in such manner as specified by the Bank from time to time.
35. Upon deletion or termination of the Mobile Card for the Mobile Payment Service (whether by the BOC Card Customer or the Bank), the BOC Card Customer shall, at his/her own costs, delete the relevant Mobile Card for use of the Mobile Payment Service from the Mobile Device or in such manner as the Bank or Mobile Payment Service Provider may direct. The BOC Card Customer shall continue to be liable for the use of the relevant Mobile Card for the Mobile Payment Service and all charges arising therefrom notwithstanding deletion or termination of the relevant Mobile Card for the Mobile Payment Service. No request to terminate the use of the relevant Mobile Card for the Mobile Payment Service shall be effective unless and until the relevant Mobile Card is deleted or otherwise terminated by or disposed of in such manner as the Bank or Mobile Payment Service Provider may direct.
36. The Bank may at any time with or without notice or cause, cease to subscribe to the Mobile Payment Service and/or any services offered

thereunder and/or disapprove any transaction proposed to be effected thereby and may not give any reason. The Bank may further at any time with or without notice or cause, suspend, de-register, cancel or terminate the Mobile Card and may not give any reason.

37. For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a Card to which the Mobile Payment Service is made available, the Mobile Payment Service shall also be automatically terminated at the same time.

Amendment

38. The Bank may (in its discretion) from time to time change any of these terms and conditions and/or the Fees Schedule (as referred to in Clause 25) provided that the Bank shall give the BOC Card Customer not less than 60 days' notice before any significant change of these terms and conditions takes effect, unless such changes are beyond the Bank's control.

Third Party Rights

39. (a) Subject to Clause 39(c), a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 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.
- (b) Notwithstanding any provision of 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 these terms and conditions at any time.
- (c) Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of

these terms and conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

Law and jurisdiction

40. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong and the BOC Card Customer irrevocably submits to the nonexclusive jurisdiction of the Hong Kong courts.

Miscellaneous

41. Each provision of these terms and conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired in any way.
42. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the BOC Card Customer.
43. No failure to act, omission or delay by the Bank to exercise or enforce any right under any terms and conditions shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
44. The Bank may assign or transfer all or any of its rights and obligations under these terms and conditions to any third party. The BOC Card Customer may not assign any of the rights and/or obligations under these terms and conditions.

Interpretation

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