

**BOC Credit Card (International) Limited**  
**Terms and Conditions for Use of Mobile Card for Apple Pay Service**

These terms and conditions are applicable to and govern the use of Mobile Card (as defined below) for the Payment Service (as defined below) provided by Apple Asia Limited or its affiliates (“Apple”) and supplemental and deemed to be incorporated into the user agreement(s) governing the use of the Card (the “User Agreement”).

Please read these terms and conditions carefully. By using the Mobile Card for the Payment Service and/or the related services and facilities from time to time available through the Payment Service, the Cardholder (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 Company according to Clause 38 below and be posted through the Payment Service, the Cardholder should read these terms and conditions carefully whenever using the Mobile Card for the Payment Service. The Cardholder shall be deemed to have agreed to the revised terms and conditions if he/she continues to use the Mobile Card for the Payment Service following any changes to these terms and conditions.

**Definitions**

1. Terms and expressions defined in the User Agreement 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 and the User Agreement in respect of the use of Mobile Card for the Payment Service, these terms and conditions shall prevail to the extent of inconsistency.

2. In these terms and conditions, unless the context otherwise requires:

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

“**Card**” means any credit card(s) issued by the Company referred to in the User Agreement in whatever form, and the terms “**Account**”, “**Cardholder**” and “**Statement**” shall be construed accordingly;

“**Company**” means BOC Credit Card (International) Limited;

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

“**Payment Service**” means the service of electronic payment exclusively offered by Apple using eligible Apple Device.

**Effect of these terms and conditions**

3. The provisions of these terms and conditions set out the respective rights and obligations of the Cardholder and the Company specifically in connection with the use of Mobile Card for the Payment Service. These terms and conditions supplement and shall be deemed to be incorporated into each User Agreement and together they govern the provision and use of Mobile Card for the 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 User Agreement; and
- (b) if there is any inconsistency between the provisions of these terms and conditions and the provisions of the applicable User Agreement in respect of the use of Mobile Card for the Payment Service, the provisions of these terms and conditions shall prevail to the extent of the inconsistency.

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

- 4. The Payment Service enables the Cardholder to request the generating of and activate the Mobile Card based on the Card. Once the Mobile Card generating request is approved by the Company, the Mobile Card is generated and transmitted to the Apple Device. Upon activation of the Mobile Card in the Apple Device, the Cardholder is able to use the Payment Service.
- 5. The registration and use of the 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 Apple and other service provider(s) relevant for the provision of the Payment Service.
- 6. The Company does not own, operate or control the Payment Service (or any part thereof) and is not responsible for any service (including the Payment Service) provided to Cardholder by Apple or any third party engaged, appointed or nominated by Apple. The Company is not responsible for any service (including the Payment Service) and information provided to Cardholder by Apple or any third party engaged, appointed or nominated by Apple.
- 7. All transactions effected through the Payment Service by use of Mobile Card shall be shown in the Statement.
- 8. The use of Mobile Card for the Payment Service is subject to these terms and conditions. By using the Mobile Card for the Payment Service, the Cardholder confirms and agrees to be bound by these terms and conditions and the relevant User Agreement.
- 9. The Payment Service will only be made available to a Cardholder:
  - (a) whose Card is determined at the Company's sole discretion to remain valid and in good standing; and
  - (b) whose Card is accepted by the Company at its discretion for registration with and use of the Payment Service; and
  - (c) who maintains an Apple Device; and
  - (d) who has successfully requested the generating of and activated the Mobile Card in the Apple Device.
- 10. The Cardholder shall follow the guidance and instructions provided by Apple and the Company to request the generating of the Mobile Card for use of the Payment Service. The Cardholder shall immediately activate the Mobile Card for use of the Payment Service by means prescribed by the Company and/or

Apple from time to time, including but not limited to entering the verification code received from the Company.

11. Notwithstanding any other provisions of these terms and conditions to the contrary, Apple shall have the absolute sole discretion to determine the provision of the Payment Service to any Apple Device. The Company shall have no obligation (in whatsoever nature) to provide or continue to provide any Mobile Card for use of the Payment Service to any person. The Company shall have the right to specify or vary from time to time the provision or use of Mobile Card for the 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 Payment Service;
  - (b) any transaction limit or currency of the Payment Service;
  - (c) any restriction, condition or specification on the availability or use of Mobile Card for the Payment Service; and
  - (d) the Apple Device on which a Mobile Card may be requested for the generating of and activated.
12. The Cardholder shall act in good faith at all times in relation to all dealings with the Company.
13. The Cardholder agrees that he/she shall not use Mobile Card and/or the Payment Service for any illegal purchase and/or purposes.
14. The Cardholder shall be solely responsible for all fees, charges, costs and expenses in relation to the Apple Device, data connection and other ancillary services for the use of the Payment Service, and requesting for the generating of and activating the Mobile Card for use of the Payment Service.
15. The Cardholder may contact the Company for requesting for the generating of, activation, suspension, deletion or termination of the Mobile Card. The Cardholder may contact Apple for use of the Apple Device and the Payment Service or other related customer services.
16. The Payment Service enables Cardholder to select a Mobile Card in the Apple Device to make contactless payment (a) at merchants contactless-enabled 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 Payment Service.

#### **Duty to take security precautions**

17. The Cardholder shall take reasonable care of the Mobile Card and the Apple Device (including access to the Apple Device) and keep the Mobile Card and Apple Device safely under his/her personal control. Without prejudice and in addition to the provisions of the relevant User Agreement regarding the security of a Card or PIN, the Cardholder shall also take the following security precautions where reasonably practicable:
  - (a) request the generating of and activate the Mobile Card for use of the Payment Service in accordance with Clause 10;

- (b) never request the generating of and activate the Mobile Card and/or use the Mobile Card for the Payment Service with an Apple 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 Apple Device);
- (c) never permit any other person to use the Apple Device with Mobile Card for the Payment Service and will at all times safeguard the Apple Device with Mobile Card and keep it under the Cardholder's personal control;
- (d) never request the generating of or activate the Mobile Card for use of the Payment Service in and use other person's Mobile Cards for use of the Payment Service from the Apple Device of any other person;
- (e) delete all Mobile Cards for use of the Payment Service before sale or disposal of the Apple Device or passing the Apple 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 for accessing, switching on or activating the Apple Device and/or the Payment Service;
- (g) never disclose the access to the Apple Device to any other person;
- (h) never write down, store or record the access to the Apple 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 Apple Device, and change the access to the Apple Device regularly or where necessary;
- (j) keep customer copy of the sales slips (if available) of the Payment Service transactions and check them against the Statement as soon as reasonably practicable after the Cardholder received it. Prompt notification to the Company is required for any unauthorized transactions and/or objection to the Statement in accordance with the provisions of the applicable User Agreement;
- (k) notify the Company of any loss or theft of the Card and/or the Apple Device with Mobile Card as soon as reasonably practicable; and
- (l) notify the Company of any suspected unauthorized transaction or use of the Mobile Card and/or the 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 Mobile Card, Apple Device, access to Apple Device as may be recommended by the Company and/or Apple from time to time shall be at the sole and absolute risk of the Cardholder. The Company shall, under no circumstances, be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.

18. Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the 24-hour hotline number (852) 2544-2222 of the Company and thereafter confirm the same in writing within 24 hours or such other period as the Company 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 Payment Service; and/or
  - (c) suspicion of any counterfeit or fraud transactions using the Mobile Card for the Payment Service.
19. Without prejudice to the obligations under Clauses 17 and 18, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable.

#### **Cardholder's liability**

20. The Cardholder is solely responsible for ensuring that the Apple Device and other equipment are compatible with and capable of supporting the request for the generating, activation and use of the Mobile Card and the Payment Service.
21. Provided that the Cardholder 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 Apple Device, Mobile Card and/or the Payment Service in accordance with Clauses 17 to 19), the Cardholder shall not be responsible for the loss and damage incurred:
- (a) for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service;
  - (b) when faults have occurred in the terminals or other systems used, which cause the Cardholder 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 Cardholder 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 Apple Device, Mobile Card and/or the Payment Service in accordance with Clauses 17 to 19), the liability of the Cardholder for loss, theft or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive and/or the relevant provision(s) in the applicable User Agreement.
23. Notwithstanding anything contained herein to the contrary, the Cardholder 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 Apple Device, Mobile Card and/or the Payment Service if the Cardholder has acted fraudulently or with gross negligence or has failed to comply with Clauses 17 to 19 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of

the Apple Device, Mobile Card and/or the Payment Service, or if the unauthorized use of the Mobile Card and/or the Payment Service involve(s) access to the Apple Device with or without the Cardholder's knowledge, the Cardholder agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.

24. The Cardholder accepts full responsibility for non-observance or violation of any provision of these terms and conditions and undertakes and agrees to fully indemnify the Company towards any loss, damage, claim, interest, conversion, any other financial charge that the Company may incur and/or suffer as a result of any such non-observance or violation on the part of the Cardholder.

### **Fees and charges**

25. All fees, charges and interest payable by the Cardholder under these terms and conditions are more particularly set out in and shall be paid according to the Fees Schedule as the Company may issue and revise from time to time. The Company 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 Company from time to time.

### **Deleting the Mobile Card**

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

### **Limitation on liabilities**

27. Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder 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 Company and other related services offered by the Company, or the Payment Service provided by Apple or any goods and services obtained by the Cardholder through the 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 willful default on the part of the Company.
28. The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.
29. The Payment Service is provided by Apple. The Company is not responsible for the quality or performance of the Payment Service. No warranty, whether express or implied, is given by the Company in relation to the 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 Company is not responsible for any loss or damage or virus to the Cardholder's computer, Apple 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 any request for the generating, activation or use of the Mobile Card and the Payment Service or any part thereof.

## **Disclosures**

31. The Cardholder authorizes the Company to collect, disclose, handle and use any information relating to the Cardholder, the Apple Device for use of the Payment Service, any transaction of the Payment Service and the use of the Payment Service by the Cardholder (collectively “**Customer Data**”) 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 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 Company may collect and store the unique identifier of the Cardholder’s Apple Device (i.e. SEID number), type of Apple Device and/or Mobile Card number to enable eligibility checking of the Payment Service for the purpose of Mobile Card generating and maintenance. Cardholder who does not allow the Company 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 Payment Service**

33. The Cardholder may terminate the use of Mobile Card for the Payment Service and these terms and conditions by deleting the relevant Mobile Card for use of the Payment Service from the Apple Device or in such other manner as specified by the Company from time to time provided that the Cardholder shall remain liable for all transactions effected through the 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 Company’s requirements and paying the fees and charges in accordance with Clause 25. Clauses 17 to 25 and 27 to 32 shall survive termination of these terms and conditions.
34. The Cardholder may suspend, resume, report loss or terminate the use of Mobile Card for the Payment Service in such manner as specified by the Company from time to time.
35. Upon deletion or termination of the Mobile Card for the Payment Service (whether by the Cardholder or the Company), the Cardholder shall, at his/her own costs, delete the relevant Mobile Card for use of the Payment Service from the Apple Device or in such manner as the Company or Apple may direct. The Cardholder shall continue to be liable for the use of the relevant Mobile Card for the Payment Service and all charges arising therefrom notwithstanding deletion or termination of the relevant Mobile Card for the Payment Service. No request to terminate the use of the relevant Mobile Card for the 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 Company or Apple may direct.
36. The Company may at any time with or without notice or cause, cease to subscribe to the 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 Company 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 Payment Service is made available, the Payment Service shall also be automatically terminated at the same time.

### **Amendment**

38. The Company 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 Company shall give the Cardholder not less than 60 days' notice before any significant change of these terms and conditions takes effect, unless such changes are beyond the Company'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 Company 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 Cardholder irrevocably submits to the non-exclusive 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 Cardholder.
43. No failure to act, omission or delay by the Company 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 Company may assign or transfer all or any of its rights and obligations under these terms and conditions to any third party. The Cardholder 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.

## 中銀信用卡（國際）有限公司

### 使用 Apple Pay 服務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)於由蘋果亞洲有限公司或其附屬成員(「蘋果」)所提供的支付服務(詳見下文釋義)內的使用，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。

請仔細閱讀本條款及細則。當持卡人(詳見下文釋義)就支付服務而使用流動卡及/或透過支付服務不時提供的相關服務及設施，即表示持卡人同意受本條款及細則的約束。根據以下第 38 條規定，本條款及細則可由卡公司不時酌情決定修改並上載於支付服務內，因此當持卡人使用流動卡進行支付服務時應仔細閱讀本條款及細則。若持卡人於本條款及細則作出任何修訂後仍繼續使用流動卡進行支付服務，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，持卡人合約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。倘本條款及細則與持卡人合約就使用流動卡進行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：

「**蘋果裝置**」指由蘋果訂明以支持使用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，其類型或型號可由蘋果不時更改或取消，而蘋果毋須事先給予通知；

「**信用卡**」指持卡人合約內提及由卡公司以任何形式發出的任何信用卡，「**帳戶**」，「**持卡人**」和「**結單**」的文義亦會按此解釋；

「**卡公司**」指中銀信用卡(國際)有限公司；

「**流動卡**」是一種數碼顯示形式的信用卡，儲存或將儲存於蘋果裝置內，並可於適用的電子終端機進行交易的信用卡，但不會為持卡人的流動卡發出實卡；及

「**支付服務**」指由蘋果獨家提供而使用合資格蘋果裝置的電子付款服務。

### 本條款及細則的效力

3. 本條款及細則列載持卡人及卡公司使用流動卡進行支付服務的各自權利及義務。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，並與此一同管轄提供及使用流動卡以進行支付服務。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持卡人合約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持卡人合約的條文就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。

#### 支付服務的使用及使用流動卡進行支付服務

4. 持卡人可使用信用卡，透過支付服務要求產生及啟動流動卡。在卡公司核准產生流動卡的要求後，流動卡會被產生及傳送至蘋果裝置。持卡人於蘋果裝置內啟動流動卡後，即可使用支付服務。
5. 支付服務的登記及使用受蘋果及與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. 卡公司並不擁有、操作或控制支付服務(或其任何部份)及並不對蘋果或其聘請、委任或提名的任何第三者向持卡人提供的任何服務(包括支付服務)負上責任。卡公司對蘋果或其聘請、委任或提名的任何第三者向持卡人提供的任何服務(包括支付服務)及信息不負上責任。
7. 使用流動卡進行支付服務的所有交易將載於結單上。
8. 使用流動卡進行支付服務受本條款及細則規限。當持卡人使用流動卡進行支付服務，即表示持卡人同意受本條款及細則及相關的持卡人合約所約束。
9. 支付服務只適用於符合以下條件的持卡人：
  - (a) 其信用卡是卡公司全權酌情決定為有效及信譽良好的；及
  - (b) 其信用卡是卡公司全權酌情決定為可登記及使用支付服務的；及
  - (c) 持有蘋果裝置；及
  - (d) 成功於蘋果裝置內要求產生並啟動流動卡。
10. 持卡人須在切實可行的合理情況下，儘快根據蘋果及卡公司所提供的指引及指示要求產生支付服務所使用的流動卡。持卡人須立即以卡公司及/或蘋果不時訂明的方式啟動流動卡以進行支付服務，包括但不限於輸入從卡公司取得的核証密碼。
11. 儘管本條款及細則載有其他任何相反的條文，蘋果可絕對全權酌情決定提供支付服務予任何蘋果裝置。卡公司並無(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支付服務。卡公司有權不時指明或更改就提供或使用流動卡進行支付服務的條件，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支付服務的信用卡類型及數目；
  - (b) 支付服務的交易限額或貨幣；
  - (c) 就使用流動卡進行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蘋果裝置類型。
12. 對於與卡公司的所有往來事件，持卡人須於任何時間以真誠態度及應有謹慎行事。
13. 持卡人同意他/她不得以流動卡及/或支付服務用作任何非法購買及/或用途。
14. 持卡人須自行承擔使用支付服務，及要求產生及啟動使用流動卡進行支付服務而配置的蘋果裝置、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. 持卡人可要求產生、啟動、暫停、刪除或終止流動卡與卡公司聯絡。持卡人可就蘋果裝置的使用及支付服務或其他相關客戶服務與蘋果聯絡。
16. 持卡人可透過支付服務從蘋果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. 持卡人須採取合理措施妥善保管流動卡及蘋果裝置(包括蘋果裝置的登入方式)，亦須將流動卡及蘋果裝置保管在他/她個人控制之內。在不損害及補充相關的持卡人合約有關信用卡及私人密碼的條文下，持卡人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10條要求產生及啟動支付服務；
- (b) 不應在裝有盜版，破解版，偽造及/或未獲授權應用程式的蘋果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蘋果裝置內(包括但不限於「越獄」的或獲根權限的蘋果裝置)產生及啟動流動卡及/或使用流動卡進行支付服務；
- (c) 持卡人須於任何時間妥善保管載有流動卡的蘋果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蘋果裝置內要求產生或啟動流動卡或使用任何其他人士的蘋果裝置內的流動卡進行支付服務；
- (e) 於出售或處置蘋果裝置或轉交蘋果裝置給任何其他人士前刪除可進行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作為開啟或啟動蘋果裝置及/或支付服務的登入方式；
- (g) 切勿向任何其他人士披露蘋果裝置的登入方式；
- (h) 不應寫下、儲存或記錄蘋果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蘋果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蘋果裝置的登入方式，並定期或在需要時更改蘋果裝置的登入方式；
- (j) 須保留支付服務交易銷售單據的客戶副本(如有)，並在持卡人收到結單時，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/或異議應按照適用持卡人合約的相關條文立即通知卡公司；

- (k) 在切實可行的合理情況下儘快通知卡公司任何信用卡及/或載有流動卡的蘋果裝置的遺失或被竊； 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流動卡及/或支付服務。

持卡人須自行及絕對承擔未有採取卡公司及/或蘋果就流動卡、蘋果裝置、蘋果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,卡公司將不會向持卡人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,持卡人須致電卡公司24小時熱線電話(852)2544-2222通知卡公司,並於隨後24小時內或卡公司不時訂明的其他時間內以書面確認:
- (a) 信用卡遺失或被竊;
  - (b) 未經授權或任何懷疑未經授權使用流動卡及/或支付服務; 及
  - (c) 懷疑出現使用流動卡進行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,持卡人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卡公司。

#### 持卡人的責任

20. 持卡人須自行負責確保蘋果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支付服務。
21. 倘發生以下事件,而持卡人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至19條報失、報被竊及/或未經授權使用蘋果裝置、流動卡及/或支付服務,則持卡人毋須因下列情況而產生的損失及損害負責:
- (a) 於持卡人將遺失、被竊及/或未經授權使用蘋果裝置、流動卡及/或支付服務等情況正式通知卡公司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,引致持卡人蒙受損失及損害,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) 交易是以偽造的信用卡進行。
22. 在受第23條規限的情況下,若持卡人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至19條報失、報被竊及/或未經授權使用蘋果裝置、流動卡及/或支付服務,則持卡人對蘋果裝置、流動卡及/或支付服務的遺失、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/或適用持卡人合約的相關條文所不時訂明之最高限額。
23. 儘管本文載有任何相反規定,若持卡人的蘋果裝置、流動卡及/或支付服務之遺失、被竊及/或被未經授權使用,是由於持卡人有欺詐行為或嚴重疏忽,或未能遵照第17至19條之規定,或未能採取合理防範措施防止

蘋果裝置、流動卡及/或支付服務的遺失、被竊及 / 或未經授權使用，或有關未經授權使用的流動卡及/或支付服務涉及在持卡人知情或不知情下進入蘋果裝置，則持卡人須對因而產生或有關的一切損失及損害負全責。持卡人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卡公司作出及保持作出全數彌償。

24. 持卡人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。

## 費用及收費

25. 本條款及細則下持卡人需支付的所有費用、收費及利息在卡公司不時發出及修訂的收費表中詳細列出，持卡人須根據收費表支付相關費用。卡公司保留權利就流動卡收取費用，費用為卡公司不時指明的金額，並記入帳戶。

## 刪除流動卡

26. 如流動卡失靈失效，持卡人須立即從蘋果裝置內刪除進行支付服務的相關流動卡。

## 責任限免

27. 儘管有第21條的規定及除卡公司的欺詐行爲、疏忽或故意違約所導致的損失或損害外，卡公司在任何情況下概不會對持卡人因卡公司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，卡公司提供的其他相關服務，或蘋果提供的該支付服務，或任何透過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持卡人的義務時，卡公司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. 支付服務是由蘋果提供。卡公司將不會就支付服務的質素或性能負上任何責任。就支付服務或其任何部分，卡公司未有作出保證，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. 卡公司將不會就要求產生、啟動或使用流動卡及支付服務或其任何部分而導致持卡人的電腦、蘋果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. 持卡人授權卡公司按照其不時修訂的資料政策通告（詳見持卡人合約中釋義）、私隱政策聲明或卡公司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、處理及使用與持卡人、使用支付服務的蘋果處置、任何支付服務交易及與持卡人使用支付服務有關的信息(統稱為「**客戶資料**」)。
32. 卡公司可為流動卡的產生及維護而收集及儲存持卡人蘋果裝置的獨有識別(SEID號碼)、蘋果裝置的類型及/或流動卡號碼，以測試支付服務的合

資格性。持卡人不准許卡公司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。

### 使用流動卡進行支付服務的終止及停用

33. 持卡人可隨時從蘋果裝置內刪除或按照卡公司指明的其他方式終止使用相關流動卡進行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，持卡人仍須負責一切透過使用支付服務所進行之交易，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及根據第25條支付費用及收費。第17至25及27至32條在本條款及細則終止後繼續有效。
34. 持卡人可按照卡公司不時指明的方式暫停、恢復、報失或終止使用流動卡進行支付服務。
35. 在持卡人或卡公司刪除或終止使用流動卡進行支付服務後，持卡人須自行以卡公司或蘋果指示的相關方式從蘋果裝置內刪除為使用支付服務而儲存的相關流動卡。儘管可使用進行支付服務的流動卡已從蘋果裝置內刪除或已被終止，持卡人仍須繼續對使用相關流動卡所進行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支付服務的相關流動卡已根據卡公司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支付服務的相關流動卡之要求均屬無效。
36. 卡公司可隨時終止蘋果提供的支付服務及/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，在提供支付服務的信用卡過期、取消或終止時，支付服務將會同時自動被終止。

### 修訂

38. 卡公司可不時(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，卡公司須向持卡人發出不少於60天的通知，除非有關修改是在卡公司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) 卡公司的任何董事、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。持卡人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. 本條款及細則對持卡人的每名承繼人、遺產代理人及合法代表持卡人行事的人士均具約束力。
43. 即使卡公司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. 卡公司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。持卡人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。

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