

Terms and Conditions for BOC Credit Card Online Transaction Security Verification Service

IMPORTANT

The BOC Credit Card "One Time Password" and BOCHK Mobile Banking Transaction Verification Security Service (the "**Verification Service**") is provided by BOC Credit Card (International) Limited (the "Company") and Bank of China (Hong Kong) Limited (the "BOCHK") to cardholders of valid Visa/Mastercard/UnionPay credit cards issued by the Company (the "**Card**") on the following terms and conditions. Please read these terms and conditions carefully before registering and activating for the Verification Service.

These terms and conditions supplement and are deemed incorporated into the Credit Card User Agreement/Credit Card Agreement/Commercial Card User Agreement (the "**User Agreement**") governing the use of the Card. In addition to these terms and conditions, the Verification Service is also subject to the rules, regulations and guidelines applicable to the Verification Service from time to time issued by the Company.

1. ACCEPTANCE OF TERMS

- (a) The use of the Verification Service by the Cardholder is subject to the terms and conditions herein as may be amended by the Company from time to time (this "**Terms and Conditions**"). The most current version of this Terms and Conditions is available on the website of the Company at www.bochk.com/creditcard.
- (b) The use of the Verification Service by the Cardholder will constitute conclusive evidence of the Cardholder's acceptance of this Terms and Conditions and that continued use of the Verification Service after the Cardholder has been advised of revisions to this Terms and Conditions shall constitute the User's Agreement to accept and be bound by such revised terms.**
- (c) Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change in the Verification Service shall be subject to this Terms and Conditions.
- (d) The Company reserves the right at any time and from time to time to modify or suspend or discontinue, temporarily or permanently, the Verification Service (or any part thereof) with or without notice where the Company considers necessary or advisable to do so, including but not limited to, protecting the Cardholder when there is a suspected breach of security, or when the

Company has reasonable grounds to suspect that the Cardholder's registration data is untrue, inaccurate, not current or incomplete or the Company needs to suspend the Verification Service for maintenance or other reasons. **Any online or other transactions conducted using the Verification Service prior to its termination or suspension should remain valid and the Cardholder will continue to be bound by his/her liabilities and obligations under this Terms and Conditions in respect of such transactions.**

- (e) Upon the request of the Company, the Cardholder shall sign a non-electronic version of this Terms and Conditions.

2. DESCRIPTION OF THE VERIFICATION SERVICE

The Verification Service is a service provided by the Company (applicable to One Time Password Verification) and by the BOCHK (applicable to BOCHK Mobile Banking Transaction Verification) to protect the use of the Card by a Cardholder on the Internet or through means of telecommunication by requiring the Cardholder to verify his/her identity using a One Time Password (the "One Time Password") or by requiring the Cardholder to verify his/her identity via BOCHK Mobile Banking using Biometric Authentication / Mobile Token (the "**Verification Service**") (or such other authentication information or tools from time to time prescribed by the Company). The One Time Password shall be transmitted through the short message service by the Company to the registered mobile number by the Cardholder (or as subsequently updated) according to the Company's record for transactions that require such One Time Password for verification purpose; or the Cardholder shall verify the relevant online transaction via BOCHK Mobile Banking App which is installed in the mobile device of the Cardholder. The One Time Password will be required for the relevant online transaction verification or the relevant online transaction verification will be required to be done via BOCHK Mobile Banking (wherever and whenever applicable that the Cardholder shall be informed and requested to do so) when the Cardholder uses his/her Card to make transactions at the websites of any merchants participating in the Verification Service (each a "**Designated Merchant**", collectively the "Designated Merchants") or through means of telecommunication utilizing the Verification Service (each a "**Designated Transaction**" and collectively the "Designated Transactions"). Utilization of the Verification Service involves providing certain personal information of the Cardholder (including but not limited to the mobile number of the Cardholder) to the Company, which is then used to confirm the identity of the Cardholder in connection with any Designated Transactions. The Verification Service based on the protocol and offered by the Company to the Cardholder include "Visa Secure", "Mastercard SecureCode", "UnionPay Online Payment" and any other relevant services offered from time to time.

3. ACTIVATION

- (a) The Cardholder shall provide true, accurate, current and complete information (including but not limited to the mobile number of the Cardholder) (the "Cardholder's Information") and any other verification information to the Company to use the Verification Service. The Company may from time to time prescribe in order to use the Verification Service. The Cardholder also warrants that he/she has the legal right to use all of the Cards he/she registers for the Verification Service.
- (b) In order to utilize the Verification Service, the Cardholder must have the ability to access the internet and must pay any service fees associated with such access.

4. ACCURACY OF INFORMATION

- (a) The Cardholder undertakes to maintain and promptly update the Cardholder's Information, to keep it true, accurate, current and complete and upon the request of the Company provide such information to the Company as it sees fit. The Cardholder acknowledges and confirms that if the relevant Cardholder's Information provided is untrue, inaccurate, not current or incomplete, or if the Company has reasonable grounds to suspect that the Cardholder's Information so provided by the Cardholder is untrue, inaccurate, not current or incomplete, the Company shall have the right to suspend, terminate or refuse the Cardholder's current or future use of the Verification Service and/or to conduct any Designated Transaction.
- (b) If the Cardholder is unable to provide adequate information to validate his/her identity, the Company may not be able to provide the Verification Service to the Cardholder and therefore the Company reserves the right to not allow such Cardholder to use the Verification Service.
- (c) If there is any inconsistency between the Cardholder's record and the Company's internal records regarding the Cardholder's Information, the record of the Designated Transactions conducted by the Cardholder and other information relating to such Cardholder's Card Account(s) and his/her use of Verification Service, the Company's internal records will prevail in the absence of evidence to the contrary.

5. AUTHENTICATION

- (a) The Cardholder will be provided with a One Time Password or will receive a Transaction Verification Notification via BOCHK Mobile Banking when performing or effecting the

Designated Transaction (wherever and whenever applicable) in the manner prescribed by the Company. When effecting any Designated Transactions and the use of Verification Service is determined applicable for any Designated Transaction, the Cardholder will be required to insert a One Time Password or will be required to log on the BOCHK Mobile Banking and complete Biometric Authentication / insert Mobile Token for the relevant online transaction verification before the relevant Designated Merchant accepts his/her Card in payment for the transaction.

The One Time Password shall be automatically generated and transmitted through the short message service by the Company (the "One Time Password SMS") to the Cardholder's mobile number recorded in the credit card account (or as subsequently updated). Cardholder shall need to activate the Biometric Authentication / Mobile Token before transaction verification can be done via BOCHK Mobile Banking.

If the Cardholder is unable to insert the One Time Password or is unable to verify the online transaction via BOCHK Mobile Banking, within the prescribed period of time as instructed, or if the authentication through the Verification Service otherwise fails, the Cardholder may not be able to effect any Designated Transaction.

- (b) By using the Verification Service, the Cardholder assents to the use of the Verification Service to evidence his/her identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.
- (c) **The Cardholder shall acknowledge that he / she may not be able to receive the One Time Password SMS or may not be able to verify the relevant online transaction via BOCHK Mobile Banking App abroad or using overseas mobile network due to the services provided by his / her mobile service provider. The mobile service provider may also levy service charge to the Cardholder on receiving the One Time Password SMS or may also levy mobile data charge to the Cardholder on operating the BOCHK Mobile Banking App. The Company is not liable to any service charge levied by mobile service provider or damage / loss due to the performance of mobile network.**
- (d) **The Cardholder shall acknowledge that the One Time Password SMS may be delayed in transmission due to the network performance of the mobile service provider. The Company is not responsible for any delay or undelivery of the One Time Password SMS or unable to use the BOCHK Mobile Banking App caused by the mobile network.**
- (e) **The One Time Password SMS will only be sent to the Cardholder's mobile phone number registered with (or subsequently updated) the Company. Cardholder shall acknowledge that the**

One Time Password SMS will not be forwarded to any other phone number even if the Cardholder has enabled the “SMS Forwarding Service” provided by mobile phone service providers in Hong Kong.

6. CARDHOLDER'S INFORMATION

- (a) For the purpose of activation, certain information of the Cardholder and the Cardholder's Information is to be transmitted by the Company and other relevant third parties to validate the identity of the Cardholder. The Cardholder hereby authorizes the Company to use any information that the Company may have in its possession relating to and provided by the Cardholder to activate the Verification Service and disclose the Cardholder's Information to other relevant third parties for purposes related to the Verification Service.
- (b) The Cardholder acknowledges and agrees that the Cardholder's Information and other information in relation to the use of Verification Service may be used for record keeping, reporting purposes and the purposes for resolving transaction disputes and may be disclosed by the Company to other third parties if required to do so as reasonably necessary to (i) comply with legal process, laws or regulations or (ii) enforce this Terms and Conditions.
- (c) The Cardholder's Information and all personally identifiable information about the Cardholder are subject to the Company's Data Policy Notices (or such other document(s) issued under whatever name from time to time by BOCCC relating to its general policies on use, disclosure and transfer of Cardholder's Information) as the same may be amended from time to time) which can be viewed from the Company's website at www.bochk.com/creditcard. The Cardholder may also request for a hardcopy of such Data Policy Notice from the Company.

7. CARDHOLDER'S SECURITY DUTIES

- (a) **The Cardholder agrees and undertakes to act prudently and in good faith for the use of the Verification Service and the One Time Password, including taking the measures listed in sub-clauses (b), (c) and (d) below, in order to safeguard the security of the use of Verification Service and the One Time Password.**
- (b) **The Cardholder shall be solely responsible for maintaining the confidentiality of the One Time Password received and other verification information in connection with the Verification Service and all activities or transactions involving the use of any of the above. The Cardholder must not disclose to any other person or otherwise permit or enable any other person to obtain any One Time Password and other verification information and agrees not to transfer or assign**

his/her use of, or access to, the Verification Service to any third party.

- (c) The Cardholder shall immediately notify the Company of any suspected or actual unauthorized use of his/her One Time Password or other verification information, or any other breach of security in accordance with the notification procedure as set out in the relevant User Agreement or such other procedure from time to time prescribed by the Company.
- (d) The Cardholder undertakes to observe all rules, regulations and guidelines (as updated from time to time) including but not limited to the security recommendations and any other notices circulated by the Company from time to time on the utilization of the One Time Password and/or the Verification Service.

8. LIABILITIES AND OBLIGATIONS OF CARDHOLDER

- (a) The Cardholder shall be liable for all transactions conducted through the Card of the Cardholder using the Verification Service (including use of the Verification Service by any other person with the One Time Password), the amounts of which will be charged to the Cardholder's Card Account and shown in the Cardholder's Card Account statements.
- (b) Should the Cardholder fails to comply with any of the requirements in Section 7 of this Terms and Conditions, the Cardholder shall bear all losses or damages howsoever arising therefrom.
- (c) The Cardholder shall indemnify the Company on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which the Company may suffer or incur as a result of the Cardholder's use of the Verification Service (including use of the Verification Service by any other person using the One Time Password) pursuant to Clause 7 of this Terms and Conditions. The Cardholder shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Verification Service if the Cardholder has acted negligently, dishonestly and/or fraudulently.
- (d) Notwithstanding anything herein to the contrary, the Cardholder is liable for all claims, losses and consequences arising from or in connection with all transactions made using the Verification Service by or with the consent any person whom the Cardholder has authorized or otherwise has disclosed the One Time Password to such person.
- (e) Provided that the Cardholder have at all times complied with Clause 7 of this Terms and Conditions, not breached any other provision of this Terms and Conditions and not acted negligently, dishonestly or fraudulently, the Cardholder shall not be liable for any unauthorized

transaction due to:

- (i) a computer crime that is not prevented by the security system of the Verification Service;
- (ii) a human or system error caused by or which is under the Company's control (except where the Company has already taken steps to alert the Cardholder of such error); or
- (iii) fraud or negligence on the Company's part or on the part of the Company's staff or agents.

9. LIABILITIES OF THE COMPANY

- (a) **The Cardholder agrees that the Company shall not be liable to the Cardholder or to any third party for any modification, suspension or discontinuance of the Verification Service.**
- (b) **Under no circumstances will the Company be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to the Cardholder's computer equipment, software, telecommunication or telephone service resulting from the use of the Verification Service by the Cardholders, unless such loss or damage is directly and solely caused by the negligence or deliberate default on the Company's part.**
- (c) **The Company assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, the Cardholder's computer equipment or other property as a result of the Cardholder's access to, use of, or downloading from, the web sites of the Company.**
- (d) **Although the Company will use all commercially reasonable efforts in ensuring the security of all Designated Transactions and the One Time Password, the Company does not guarantee the absolute security in respect thereof especially in circumstances (without limitation) where fraud or other internet/telecommunication crime is involved. The Cardholder acknowledges the potential risks inherent in transmitting information over the internet or through means of telecommunication and agrees and confirms that the Company shall not be responsible for any loss or damage incurred as a result of the use of the Verification Service by the Cardholder regardless of whether the rules, regulations and guidelines applicable to the Verification Service have been strictly observed by the Cardholder.**
- (e) **The Cardholder further acknowledges that except as otherwise provided in the User Agreement:**
 - (i) **the Company shall not be liable for any loss or damages arising from the Cardholder's failure to comply with this Terms and Conditions (including but not limited to any wrongful transactions or loss caused by the inaccuracy, outdatedness or incompleteness of the Cardholder's Information provided by the Cardholder);**
 - (ii) **the Company shall not be liable, in any circumstances, for the loss and/or damages**

- arising out of or in connection with a merchant's refusal to accept card for payment under any Designated Transaction; and**
- (iii) **the Cardholder may not be able to claim from the Company for any loss or damages incurred or caused by the usage of the Verification Service as a result of nonobservance of the applicable rules, regulations and guidelines by the Cardholder.**

10. TERMINATION

- (a) The Cardholder may, by written notice to or through such other mode of communication as may from time to time be prescribed by the Company, request the Company to terminate the Verification Service in respect of his/her Card. The Company will terminate the Verification Service in respect of the Card within 7 working days (excluding Saturdays) after actual receipt of a notification from the Cardholder for such purpose.
- (b) The Company may, without prior notice to the Cardholder and regardless of whether the Cardholder is at fault, temporarily or permanently deactivate the Verification Service at any time. Any Designated Transaction made by the Cardholder using the Verification Service prior to deactivation will not be affected.

11. DEALINGS WITH MERCHANTS

The correspondence or business dealings with, or participation in promotions of, any Designated Merchant on or through the Verification Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Cardholder and such Designated Merchant. The Cardholder agrees that, except as otherwise provided or in the User Agreement, the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. The Cardholder hereby acknowledges and confirms that the Company does not and shall not verify the identity of any Designated Merchant or the quality of the Designated Merchants' goods or services, regardless of whether the merchant participates the Verification Service or not.

12. DISCLAIMER OF WARRANTIES

- (a) The Cardholder expressly acknowledges and agrees that any software obtained through the use of the Verification Service is downloaded and used at the sole discretion and risk of the Cardholder and that except as otherwise provided in this Terms and Conditions, the Cardholder will be solely responsible for any damage to his/her computer system or loss of data that results from the download or use of any such software or other materials through the Verification Service.

- (b) Except as otherwise required by any Applicable Law, the Company makes no representation or warranty (whether express or implied) about the Verification Service, including, without limitation, any warranty as to the merchantability or fitness for a particular purpose.

13. MISCELLANEOUS

- (a) If there is any inconsistency or conflict between the English version of this Terms and Conditions and the Chinese version, the English version shall prevail.
- (b) In relation to the use of the Verification Service, if there is any inconsistency between this Terms and Conditions and any other applicable terms and conditions, this Terms and Conditions (in relation to the use of the Verification Service) shall prevail.