

## **Mobile Payment Service**

### **Addendum to Cardmember Agreement**

**PLEASE READ AND UNDERSTAND THE TERMS AND CONDITIONS IN THIS ADDENDUM BEFORE YOU REGISTER, ACTIVATE OR USE A CARD FOR ANY MOBILE PAYMENT SERVICE OR (IN THE CASE OF A COMMERCIAL CARD) BEFORE YOU ALLOW ANY AUTHORISED CARD USER TO REGISTER, ACTIVATE OR USE A CARD FOR ANY MOBILE PAYMENT SERVICE. THESE TERMS AND CONDITIONS GOVERN THE REGISTRATION, ACTIVATION AND USE OF YOUR CARD FOR ANY MOBILE PAYMENT SERVICE. REGISTERING YOUR CARD FOR ANY MOBILE PAYMENT SERVICE INDICATES THAT YOU OR (IN THE CASE OF A COMMERCIAL CARD) YOU AND YOUR AUTHORISED CARD USER ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU OR YOUR AUTHORISED CARD USER DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU SHOULD NOT AND SHOULD NOT ALLOW ANY AUTHORISED CARD USER TO REGISTER FOR ANY MOBILE PAYMENT SERVICE.**

#### **1. Definitions and interpretation**

- 1.1 In this Addendum, the following words shall have the following meanings:
- "Authorised Card User" means, in respect of a Commercial Card, each individual authorised by you to be issued with that Commercial Card;
  - "Bank" means Hang Seng Bank Limited and its successors and assigns;
  - "Card" means a credit card issued by the Bank as the Bank may specify from time to time as eligible for any Mobile Payment Service (whether a Personal Card or a Commercial Card) and, where the context requires or permits, includes a Card and the Card number and other details that are stored in a Mobile Device;
  - "Card Agreement" means the agreement between you and the Bank from time to time (whether in the form of an agreement, terms and conditions or any other form) that applies to each Card;
  - "Card Association" means, in respect of a Card, the card scheme operator of that Card and its successors and assigns;
  - "Card Transaction" means each transaction effected by the use of a Card and includes any Mobile Payment Transaction;
  - "Commercial Card" means a commercial credit card issued by the Bank;
  - "Credit Card Account" means each credit card account maintained by you with the Bank for recording and charging Card Transactions and related interest, fees, charges, costs and expenses;
  - "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
  - "include" means include, without limitation, and "includes" and "including" shall be construed accordingly;
  - "Mobile Device" means a smartphone, watch or any other device with a digital or electronic wallet or other capability and of such type or model as a Mobile Payment Service Provider may specify from time to time as being eligible for the Mobile Payment Service provided by it;
  - "Mobile Device Supplier" means a supplier of a Mobile Device;
  - "Mobile Payment Service" means the service provided by a Mobile Payment Service Provider from time to time which enables contactless payments to be made with a Card stored on a Mobile Device;
  - "Mobile Payment Service Provider" means a provider of Mobile Payment Service as the Bank may specify from time to time;
  - "Mobile Payment Transaction" means each transaction effected by the use of a Card stored in a Mobile Device;
  - "Payment Currency" means each currency in which a Mobile Payment Transaction may be effected;
  - "Person" includes an individual, firm, company, corporation and an unincorporated body of persons;
  - "Personal Card" means a personal credit card issued by the Bank (whether a principal credit card or a supplementary credit card);
  - "Security Details" means the security information designated by you or (in the case of a Commercial Card) by the relevant Authorised Card User that is used to access the relevant Card or Mobile Device and make payment, including all personal identification numbers, passwords, passcodes, fingerprint or other biometric or identification credentials; and
  - "You" or "you" means each individual to whom the Bank issues a Personal Card or the corporation, company, sole proprietorship, partnership or other entity or body whose Authorised Card Users are issued with Commercial Cards, and references to "your" shall be construed accordingly; and "your Card", in the case of a Commercial Card, means a Commercial Card issued by the Bank to any of your Authorised Card Users.
- 1.2 In this Addendum, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of this Addendum.

#### **2. Addendum is supplemental to Card Agreement**

- 2.1 The provisions of this Addendum set out the rights and obligations of you or (in the case of Commercial Cards) you and your Authorised Card Users and the Bank's rights and obligations specifically in connection with the registration, activation and use of your Cards for Mobile Payment Services provided by Mobile Payment Service Providers. In the case of Commercial Cards, you shall procure each Authorised Card User to comply with and perform his obligations under these Terms and Conditions.
- 2.2 This Addendum supplements each Card Agreement and together they govern the use of your Cards for Mobile Payment Services. For that purpose:
- (a) references in the applicable Card Agreement to "Card", "Card Transaction", "Credit Card Account" and "PIN" respectively or terms having or intended to have equivalent meanings shall be deemed to include the references to "Card", "Card Transaction" (which includes a Mobile Payment Transaction), "Credit Card Account" and "Security Details" respectively in this Addendum;
  - (b) "Services" as defined in the applicable Card Agreement shall be deemed to include the Bank's allowing the registration, activation and use of your Cards for any Mobile Payment Service, and the activities and transactions contemplated in this Addendum fall within the scope of and are subject to the applicable Card Agreement; and
  - (c) if there is any inconsistency between the provisions of this Addendum and the provisions of the applicable Card Agreement, the provisions of this Addendum shall prevail to the extent of the inconsistency.

### 3. Supply and availability of Mobile Payment Services

- 3.1 The Mobile Payment Services and Mobile Devices are provided by the respective Mobile Payment Service Providers and Mobile Device Suppliers and not by the Bank. The Bank does not operate or control the Mobile Payment Service Providers or Mobile Device Suppliers or the Mobile Payment Services or Mobile Devices provided by them.
- 3.2 Notwithstanding any other provisions of this Addendum, the Bank has no obligation to allow or continue to allow the registration, activation or use of a Card for any Mobile Payment Service. Registration, activation or use of a Card for any Mobile Payment Service may be suspended or terminated at any time with or without notice or reason. Further, the Bank has the right to specify or vary from time to time the arrangements relating to the use of a Card for Mobile Payment Services, including the following:
- the type(s) or nature of a Card that may be registered, activated or used for effecting Mobile Payment Transactions;
  - any minimum or maximum amount of Mobile Payment Transaction (whether by reference to a transaction, a period or other standard) that may be effected in each Payment Currency;
  - any maximum number of Mobile Devices for which a Card may be registered, activated and used;
  - any restriction, condition or specification on the availability or use of a Card for effecting Mobile Payment Transactions;
  - the jurisdictions where a Card may be registered, activated and used for effecting Mobile Payment Transactions;
  - the merchants, point-of-sale terminals or other channels in a jurisdiction where Mobile Payment Transactions may be effected; and
  - any fees payable to the Bank in connection with the registration, activation or use of a Card for effecting Mobile Payment Transactions.

### 4. Registration, activation and use of your Card for Mobile Payment Services

- 4.1 **Registration, activation and use of each Card for Mobile Payment Services shall be subject to this Addendum. Registering a Card for any Mobile Payment Service indicates that you or (in the case of a Commercial Card) you and your Authorised Card User accept and agree to be bound by the provisions of this Addendum.**
- 4.2 **In order to use any Mobile Payment Service provided by a Mobile Payment Service Provider, you have to or (in the case of a Commercial Card) your Authorised Card User has to hold a valid Card and possess a Mobile Device.**
- 4.3 **You or (in the case of a Commercial Card) you and your Authorised Card User are responsible for:**
- ensuring that the Mobile Device is eligible for the Mobile Payment Service as specified by the relevant Mobile Payment Service Provider;**
  - registering your Card for the Mobile Payment Service in accordance with the directions and guidance given by the relevant Mobile Payment Service Provider; and**
  - entering into and performing the obligations under the contract or arrangement with the relevant Mobile Device Supplier and Mobile Payment Service Provider regarding the Mobile Device and the Mobile Payment Service provided by them respectively. Any dispute or matter relating to the use of the Mobile Device or the Mobile Payment Service should be resolved directly with the relevant Mobile Device Supplier or Mobile Payment Service Provider. The Bank is not responsible for any Mobile Device or any Mobile Payment Service provided by a Mobile Device Supplier or Mobile Payment Service Provider.**
- 4.4 **If you or (in the case of a Commercial Card) your Authorised Card User pair or link any other device with a Mobile Device on which your Card details and Security Details are stored, that other device will be treated as your or your Authorised Card User's Mobile Device. The provisions of this Addendum shall apply to that other device and you or (in the case of a Commercial Card) you and your Authorised Card User are responsible for any Mobile Payment Transaction effected with that other device.**
- 4.5 Your Card may be used to effect Mobile Payment Transactions in the ways and following the procedures specified by the respective Mobile Payment Service Providers from time to time, including the following:
- at a merchant's premises by holding the Mobile Device within a few centimetres of a card reader or terminal and entering the requested Security Details. You or (in the case of a Commercial Card) your Authorised Card User may also be required to activate the Mobile Device or enter the requested Security Details before presenting the Mobile Device to the card reader or terminal;
  - to make an "in App" purchase on the Mobile Device with a merchant by selecting to pay by that method and entering the requested Security Details; and
  - to make a purchase on the Mobile Device through any online channel and in such manner as specified by the respective Mobile Payment Service Providers from time to time.
- 4.6 If more than one Card is stored in a Mobile Device, you or (in the case of a Commercial Card) your Authorised Card User may be required by the relevant Mobile Payment Service Provider to select one Card as the default card. All Mobile Payment Transactions effected by that Mobile Device will be effected with that default card unless you or your Authorised Card User actively select a different Card for a Mobile Payment Transaction.
- 4.7 **Any credit limit assigned to your Card and its Credit Card Account shall apply to the Card Transactions including the Mobile Payment Transactions.** In other words, no additional or separate credit limit is assigned to the Mobile Payment Transactions.
- 4.8 **You or (in the case of a Commercial Card) you and your Authorised Card User shall bear all fees, charges, costs and expenses which may be imposed by any Mobile Device Supplier or Mobile Payment Service Provider in relation to the Mobile Device or Mobile Payment Service provided by it.**
- 4.9 For the avoidance of doubt:
- upon expiration or termination for any reason of your Card that is stored in a Mobile Device, use of that Card for any Mobile Payment Service will be cancelled at the same time; and
  - expiration or termination for any reason of the physical Card will also mean the Card stored in the Mobile Device cannot be used.



## 5. Your duty to take security measures

5.1 You or (in the case of a Commercial Card) you and your Authorised Card User are responsible to take reasonable steps to keep each of the Mobile Devices safe and keep all Card details stored in the Mobile Devices and all Security Details secret to prevent fraud. Without prejudice and in addition to the provisions of the applicable Card Agreement regarding the security of any Card or PIN, you shall also take and shall procure your Authorised Card User to take the following precautions where reasonably practicable or accept the risks and consequences of the Mobile Devices being used by unauthorised persons or for unauthorised purposes:

- (a) register, activate and use your Card for the Mobile Payment Service in accordance with the directions and in the manner specified by the relevant Mobile Payment Service Provider;
- (b) designate Security Details for effecting Mobile Payment Transactions and should not do the following (or any of them):
  - (i) choose any personal identification number, password, passcode or other information that is easily accessible personal information or is easy to guess by any other person;
  - (ii) disclose any Security Details to any other person (including the staff of the Bank) or permit any other person (including the staff of the Bank) to use them; and
  - (iii) allow any other person to designate his security information for the Mobile Device or to use the Mobile Device in any other manner for effecting Mobile Payment Transactions;
- (c) if you have or your Authorised Card User has already designated any Security Details for the Mobile Device before registering the Card for any Mobile Payment Service, you or your Authorised Card User should review them and re-designate the Security Details as necessary to ensure that (i) they are not easily accessible personal information and are not easy to guess, and (ii) they have not been disclosed to any other person;
- (d) safeguard against accidental or unauthorised disclosure of any Security Details, and change the Security Details periodically or where necessary;
- (e) safeguard the security of the Card and Mobile Device and keep them under personal control, and notify the Bank of any loss or theft of the Card or Mobile Device or any suspected unauthorised transaction or use of the Card for any unauthorised purpose as soon as reasonably practicable either in writing addressed to the Hang Seng Card Centre or by telephone to the designated service hotline;
- (f) not to proceed with a payment process on the Mobile Device unless it is under personal possession or control at the time;
- (g) not to register or activate the Card in any Mobile Device in which any authorised software, programme or application has been modified, overridden, by-passed or deactivated (such as, but without limitation, a "rooted" Mobile Device where root access to its software operating system has been obtained or "jailbroken" Mobile Device with the software lockdown being overridden) or which is installed with any pirated, hacked, fake or unauthorised software, programme or application;
- (h) check each Card statement as soon as reasonably practicable after receiving it and notify the Bank of any suspected unauthorised transaction or use of the Card for any unauthorised purpose;
- (i) notify the Bank if you do not or your Authorised Card User does not receive a Card statement according to the usual statement mailing cycle;
- (j) delete the Card and all Card details stored in the Mobile Device in accordance with the directions and guidance given by the relevant Mobile Payment Service Provider in the following cases (or any of them):
  - (i) before disposing of the Mobile Device in which that Card and its details are stored or passing that Mobile Device temporarily to any other person (e.g. for repair); and
  - (ii) if that Card is terminated by you or your Authorised Card User or by the Bank for any reason;
- (k) refer to the security advice provided by the Bank from time to time and observe in a timely manner the relevant security measures in using the Card for effecting Mobile Payment Transactions as specified by the Bank on-line or otherwise from time to time.

## 6. Your liability for unauthorised transactions

You are responsible for all Card Transactions including all Mobile Payment Transactions except to the extent specified in the applicable Card Agreement. Without prejudice to the provisions of the applicable Card Agreement regarding your liability, your or your Authorised Card User's failure or unreasonable delay in taking the precautions set out in Clause 5 may amount to gross negligence on your part making you liable for unauthorised transactions without limit.

## 7. Responsibility of the Bank

7.1 In relation to the registration, activation and use of your Card for any Mobile Payment Service, the Bank's sole responsibility is to supply the relevant Mobile Payment Service Provider or Card Association with the information to allow such registration, activation and use. You or (in the case of a Commercial Card) you and your Authorised Card User confirm that the Bank may supply such information (which, in the case of a Commercial Card, includes personal information of your Authorised Card User) to the relevant Mobile Payment Service Provider or Card Association. The contract between you or your Authorised Card User and the relevant Mobile Device Supplier or Mobile Payment Service Provider regarding the Mobile Device or Mobile Payment Service provided by it governs the use and handling of your or your Authorised Card User's information by that Mobile Device Supplier or Mobile Payment Service Provider.

7.2 The Bank is not responsible for any of the following matters:

- (a) any failure or delay in providing any Mobile Device or Mobile Payment Service by any Mobile Device Supplier or Mobile Payment Service Provider;
- (b) the quality or performance (or failure to perform) of any Mobile Device or Mobile Payment Service provided by any Mobile Device Supplier or Mobile Payment Service Provider;
- (c) your or your Authorised Card User's inability to use any Mobile Device or Mobile Payment Service provided by any Mobile Device Supplier or Mobile Payment Service Provider for any reason; and
- (d) refusal of any merchant to accept the Card for effecting any Mobile Payment Transaction.



## 8. Revision of this Addendum

The Bank reserves the right to revise this Addendum and introduce additional terms and conditions from time to time by giving prior notice of a period of not less than 60 days for any variation affecting fees and charges under its control, a period of not less than 30 days for any other variations affecting your liabilities or obligations or such reasonable period as the Bank may specify in the case of other variations. The Bank may give notice by display, advertisement or other means as it considers appropriate. **You or (in the case of Commercial Cards) you and your Authorised Card Users will be bound by any variation unless you or your Authorised Card Users delete all Cards and Card details from all Mobile Devices before the effective date of the variation. If you or your Authorised Card Users do not accept any variation, you should delete and should procure your Authorised Card Users to delete all Cards and Card details from all Mobile Devices before the effective date of the variation.**

## 9. Governing law

This Addendum shall be governed by and construed in accordance with Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts but this Addendum may be enforced in the courts of any competent jurisdiction.

## 10. Miscellaneous

10.1 Each provision of this Addendum 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 in any way.

10.2 The Bank may assign or transfer all or any of its rights and obligations under this Addendum to any member of the Hang Seng Bank Group without your prior written consent.

10.3 The English version of this Addendum shall prevail wherever there is any discrepancy between the English and the Chinese versions.