

Dah Sing Bank, Limited

Terms and Conditions for Mobile Payment Service

Addendum to Dah Sing Credit/Debit Card Cardholder Agreement (including RMB Cards)

**IMPORTANT:** Please read these Terms and Conditions carefully and make sure that these Terms and Conditions are fully understood before the registration, activation or use of the Eligible Card (as defined below) for any Mobile Payment Service (as defined below). These Terms and Conditions are applicable to and govern the use of the Eligible Card for Mobile Payment Service. These Terms and Conditions are supplementary to and shall form part of the Cardholder Agreement (as defined below) governing the use of the Eligible Card for Mobile Payment Service and shall operate in addition to all other terms and conditions to which Cardholders (as defined below) are subject, including our applicable data policies (including but not limited to the Notice to Customers relating to Customers' Data ("PICS")) and any security measures implemented by the Bank from time to time in relation to the use of the Eligible Card for Mobile Payment Service. The Cardholder Agreement remains applicable to the Eligible Card when the Cardholder registers or uses the Eligible Card for and uses any Mobile Payment Service. By registering the Eligible Card for Mobile Payment Service, Cardholders will be considered to have accepted these Terms and Conditions and agree to be bound by them.

## 1. Definitions

- 1.1. "Bank" means Dah Sing Bank, Limited and its successors and assigns.
- 1.2. "Card Account" has the meaning ascribed to it in the Cardholder Agreement.
  - 1.2.1. "Card Association" means, in respect of a credit card, the card scheme operator of that credit card.
- 1.3. "Cardholder Agreement" means the DAH SING CREDIT / DEBIT CARD CARDHOLDER AGREEMENT (including RMB Cards) between the Cardholder and the Bank from time to time.
- 1.4. "Cardholder" has the meaning ascribed to it in the Cardholder Agreement, and the terms "Principal Cardholder" and "Supplementary Cardholder" shall be construed accordingly.
- 1.5. "Eligible Card" means any credit card(s) issued by the Bank as the Bank may specify from time to time as eligible for any Mobile Payment Service.
- 1.6. "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.
- 1.7. "Mobile Payment Service" means the service provided by a Mobile Payment Service Provider from time to time which enables contactless or in-App payments to be made with an Eligible Card stored in a Mobile Device.

- 1.8. "Mobile Payment Service Provider" means a provider of Mobile Payment Service as the Bank may specify from time to time.
- 1.9. "Mobile Payment Transaction" means each transaction effected by the use of Mobile Payment Service of an Eligible Card stored in a Mobile Device.
- 1.10. "PIN" has the meaning ascribed to it in the Cardholder Agreement.
- 1.11. "Security Details" means the security information designated by the Cardholder that is used to access the relevant Eligible Card or Mobile Device and make payment, including all personal identification numbers, passwords, passcodes, fingerprint or other biometric or identification credentials.

## **2. Effect of these Terms and Conditions**

- 2.1. These Terms and Conditions set out the respective rights and obligations of the Cardholder and the Bank specifically in connection with the use of Eligible Card and Mobile Payment Service. These Terms and Conditions supplement and shall be deemed to be incorporated into each Cardholder Agreement and together they govern the provision and use of the Eligible Card and Mobile Payment Service.
- 2.2. The activities and transactions contemplated in these Terms and Conditions fall within the scope of and are subject to the Cardholder Agreement.
- 2.3. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Cardholder Agreement in respect of the use of Eligible Card for the Mobile Payment Service, the provisions of these Terms and Conditions shall prevail to the extent of such inconsistency.

## **3. Supply and Availability of Mobile Payment Service**

- 3.1. The Mobile Payment Service is provided by the Mobile Payment Service Provider. The Bank does not operate or control the Mobile Payment Service Provider or the Mobile Payment Service provided by it. The Bank is not responsible for any service (including the Mobile Payment Service) and information provided to Cardholders by the Mobile Payment Service Provider or any third party engaged, appointed or nominated by the Mobile Payment Service Provider. Any enquiry, comment or complaint about the quality of Mobile Payment Service should be directed to the Mobile Payment Service Provider.
- 3.2. Mobile Payment Service shall only be made available to a Cardholder:-
  - (a) whose Eligible Card is determined at the Bank's sole discretion to remain valid and in good standing;

- (b) whose Eligible Card is accepted by the Bank at its sole discretion for registration with and use of the Mobile Payment Service;
- (c) who maintains a Mobile Device; and
- (d) who has successfully activated the Eligible Card in the Mobile Device.

3.3. Upon expiration, suspension or termination for any reason of the Eligible Card that is stored in a Mobile Device, use of that Eligible Card stored in the Mobile Device for any Mobile Payment Service will be suspended or terminated at the same time. Expiration, suspension or termination for any reason of the physical Eligible Card will also mean the Eligible Card stored in the Mobile Device cannot be used.

3.4. Notwithstanding any other provisions of these Terms and Conditions, the Bank has no obligation to allow or continue to allow the registration, activation or use of an Eligible Card for any Mobile Payment Service. Registration, activation or use of an Eligible Card for any Mobile Payment Service may be suspended or terminated at any time with or without notice or reason. Further, the Bank and/or Mobile Payment Service Provider has the right to specify or vary from time to time the arrangement relating to the use of an Eligible Card for Mobile Payment Service, including but not limited to the following:-

- (a) any minimum or maximum transaction amount for each Mobile Payment Transaction;
- (b) any maximum number of Mobile Devices for which an Eligible Card may be registered; and
- (c) any maximum number of Eligible Card that can be registered in a Mobile Device.

#### **4. Registration, activation and use of Eligible Card for Mobile Payment Service**

- 4.1. Registration, activation and use of Eligible Card for Mobile Payment Service shall be subject to these Terms and Conditions. Registration of Eligible Card for any Mobile Payment Service indicates that the Cardholder accepts and agrees to be bound by the provisions of these Terms and Conditions.
- 4.2. Registration, activation and use of Eligible Card for Mobile Payment Service shall be further subject to terms and conditions (if any) set out by the relevant Mobile Payment Service Provider.
- 4.3. If the Cardholder pairs or links any other device with a Mobile Device on which details and Security Details of an Eligible Card are stored, that other device will be treated as the Cardholder's Mobile Device. The provisions of these Terms and Conditions shall apply to that other device and the Cardholder shall be responsible for any Mobile Payment Transaction effected with that other device.

- 4.4. Any credit limit assigned to an Eligible Card and its Card Account shall apply to all card transactions including the Mobile Payment Service Transactions. In other words, no additional or separate credit limit is assigned to the Mobile Payment Service Transactions.
- 4.5. The Cardholder shall bear all fees, charges, costs and expenses which may be imposed by any Mobile Payment Service Provider in relation to the Mobile Device or Mobile Payment Service provided by it.
- 4.6. The Cardholder shall act in good faith at all times in relation to all dealings with the Bank.
- 4.7. The Cardholder agrees that he/she shall not use the Eligible Card or Mobile Payment Service for any illegal purchase and/or purposes.
- 4.8. The Cardholder may contact the Bank for requesting for the activation, suspension or termination of the Eligible Card stored in the Mobile Device. The Cardholder may contact the Mobile Payment Service Provider for use of the Mobile Device, the Mobile Payment Service or other related customer services.

## **5. Security Precautions**

- 5.1. Cardholders are responsible to take reasonable steps to keep each of the Mobile Devices safe and keep all Eligible 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 Cardholder Agreement regarding the security of any Eligible Card or PIN, the Cardholder shall also take the following precautions where reasonably practicable or accept the risks and consequences of the Mobile Devices being used by unauthorized persons or for unauthorized purposes:-
  - (a) register, activate and use the Eligible Card for the Mobile Payment Service in accordance with the directions and in the manner specified by the relevant Mobile Payment Service Provider;
  - (b) DO NOT choose any personal identification number, password or passcode that is easily accessible personal information or is easy to guess by any other person;
  - (c) DO NOT 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;
  - (d) DO NOT allow any other person to designate his/her security information for the Mobile Device or to use the Mobile Device in any other manner for effecting Mobile Payment Transactions;
  - (e) safeguard against accidental or unauthorized disclosure of any Security Details, and change the Security Details periodically or where necessary;

- (f) safeguard the security of the Eligible Card and Mobile Device and keep them under personal control, and report to the Bank of any loss or theft of the Eligible Card or Mobile Device or any suspected unauthorized transaction or use of the Eligible Card for any unauthorized purpose or disclosure of the PIN to any unauthorized person as soon as reasonably practicable in writing or by telephone;
- (g) DO NOT register or activate the Eligible Card in any Mobile Device in which any authorized software, programme or application has been modified, overridden, bypassed 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 unauthorized software, programme or application;
- (h) DO NOT click any suspicious hyperlink or visit any suspicious website;
- (i) notify the Bank if the Cardholder noticed any suspected unauthorized transaction or does not receive a Eligible Card statement according to the usual statement mailing cycle;
- (j) remove the Eligible Card and all Eligible Card details stored in the Mobile Device in accordance with the directions and guidance given by the relevant Mobile Payment Service Provider before disposing, repairing or ceasing to use the Mobile Device;
- (k) refer to the security advice provided by the Bank and/or Mobile Payment Service Provider from time to time and observe in a timely manner the relevant security measures in using the Eligible Card for effecting Mobile Payment Transactions as specified by the Bank online or otherwise from time to time;
- (l) upon the occurrence of any of the following events, the Cardholder shall, notwithstanding any other provisions of these Terms and Conditions, report as soon as reasonably practicable to the Bank by phone to the 24-hour hotline number (852) 2828 8188:-
  - i. loss and/or theft of the Eligible Card (in physical form);
  - ii. loss and/or theft of the Mobile Device in which Eligible Card is registered for the use of Mobile Payment Service;
  - iii. unauthorized or any suspected unauthorized use of the Eligible Card stored in the Mobile Device and/or the Mobile Payment Service; and/or
  - iv. suspicion of any counterfeit or fraud transactions using the Eligible Card stored in the Mobile Device for the Mobile Payment Service; and
- (m) without prejudice to the obligations set out in Clause 5.1, the Cardholder shall report the relevant events as set out in Clause 5.1(l) to the police.

## **6. Responsibilities and Limitation of Liability of the Bank**

- 6.1. In relation to the registration, activation and use of the Eligible 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. The Cardholder confirms that the Bank may supply such information to the relevant Mobile Payment Service Provider or Card Association. The contract between the Cardholder and the relevant Mobile Payment Service Provider regarding the Mobile Device or Mobile Payment Service provided by it governs the use and handling of the Cardholder's information by that Mobile Payment Service Provider.
- 6.2. 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) the Cardholder'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;
  - (d) refusal of any merchant to accept the Eligible Card for effecting any Mobile Payment Transaction;
  - (e) 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 Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control; and
  - (f) any loss or damage or virus to the Cardholder'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 any request for the activation or use of the Eligible Card stored in the Mobile Device and the Mobile Payment Service.

## **7. Responsibilities and Liabilities of Cardholders**

- 7.1 The Cardholder is solely responsible for ensuring that the Mobile Device and other equipment are compatible with and capable of supporting the request for the activation and use of the Eligible Card stored in the Mobile Device and the Mobile Payment Service.
- 7.2 Provided that the Cardholder has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 5 above and reporting loss, theft and/or unauthorized use of the Mobile Device, Eligible Card stored in the Mobile Device and/or Mobile

Payment Service in accordance with Clauses 5.1(l) and 5.1(m) above), 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 Bank of the loss, theft and/or unauthorized use of the Mobile Device, Eligible Card stored in the Mobile Device and/or the Mobile 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.

## **8. Suspension and Termination of Use of Mobile Payment Service**

- 8.1. The Bank may at any time suspend, cancel or terminate the use of Mobile Payment Service (with or without exercising the same action on the Eligible Card in plastic card form) with or without giving any reason or notice. Although prior notice of any such action may be given, except as otherwise required by applicable law, the Bank shall be under no obligation to give any such prior notice to the Cardholder. The Bank shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by the Cardholder as a result of any such action.
- 8.2. Without prejudice to the Bank's rights under Clause 8.1 above, the Bank may terminate the Mobile Payment Service without giving any notice:-
  - (a) upon any breach of these Terms and Conditions or any terms and conditions of the Cardholder Agreement;
  - (b) upon suspicion of fraudulent activity; and/or
  - (c) upon termination of the Eligible Card and relevant Card Account of the Eligible Card.
- 8.3. The Cardholder may suspend or terminate the Eligible Card stored in the Mobile Device (with or without terminating the Eligible Card in plastic card form) so as to suspend or terminate the Mobile Payment Service at any time by giving notice to the Bank through such channel (including but not limited to in writing to the Bank or via designated service hotline) as accepted by the Bank from time to time.
- 8.4. Upon suspension or termination of the Eligible Card stored in the Mobile Device for Mobile Payment Service (whether by the Cardholder or the Bank), the Cardholder shall, at his/her own costs, delete the relevant Eligible Card stored in the Mobile Device in such manner as the Bank or Mobile Payment Service Provider may direct. The Cardholder shall continue to be liable for

all Mobile Payment Transactions and all charges arising therefrom notwithstanding suspension, termination or deletion of the Eligible Card stored in Mobile Device for Mobile Payment Service.

## **9. Disclosure and Use of Information**

- 9.1. The Cardholder may be providing information relating to (i) the Cardholder; (ii) the Mobile Device for use of the Mobile Payment Service; (iii) any transaction of the Mobile Payment Service; and (iv) the use of the Mobile Payment Service by the Cardholder (collectively, "Cardholder Data") to the Mobile Payment Service Provider by registering, activating and using the Mobile Payment Service. The Bank has no control on the privacy and security of the Cardholder Data provided by the Cardholder to the Mobile Payment Service Provider which is governed by the privacy policy of and any agreement the Cardholder may have with the Mobile Payment Service Provider.
- 9.2. The Cardholder authorizes the Bank to collect, disclose, handle and use any data of the Cardholder supplied to the Bank in accordance with the Notice to Customers relating to Customers' Data ("PICS") issued (and as may be from time to time amended) by the Bank, or such other document(s) issued by the Bank from time to time relating to its general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time). For the purpose of this Clause 9.2, the Mobile Payment Service shall fall within the meaning of "services" in paragraph (d)(i) of the PICS and "credit card companies" in paragraph (e)(ix)(2) of the PICS shall be deemed to include Mobile Payment Service Providers.

## **10. Amendments and Additions**

- 10.1. The Bank hereby reserves the right to amend these Terms and Conditions at any time and from time to time in accordance with the "Amendments and Additions" provisions of the Cardholder Agreement.

## **11. Law, Language and Third Parties' Rights**

- 11.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder and the Bank irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 11.2. If at any time, any provisions of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the laws of Hong Kong or the laws of any other jurisdictions, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected or impaired in any way.
- 11.3. Nothing in these Terms and Conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.



- 11.4. These Terms and Conditions are written in both English and Chinese and in the event of conflict, the English version shall prevail.
- 11.5. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Nothing in these Terms and Conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the aforementioned Ordinance.

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