

## **Terms & Conditions for using Chong Hing Bank Credit Card in Digital Wallet to Credit Card Cardholder**

### **Agreement**

These Terms and Conditions for using your Chong Hing Bank Credit Card in Digital Wallet ("Terms and Conditions") are agreed to by you when you choose to add a Chong Hing Bank Credit Card to Digital Wallet (as defined below) from time to time. These Terms and Conditions will be provided in an exclusively non-paper based format, physical copies are available upon request at the branches. You can download and store a copy of these Terms and Conditions at

<https://www.chbank.com/en/personal/digital-services/digital-wallet/TermsandConditions.html>.

### **1. Definitions**

Unless otherwise defined herein below, words and expressions in the Cardholder Agreement (as defined below), as the context requires, shall have the same meanings in these Terms and Conditions:

- i. "Digital Wallet" means any electronic device installed with an electronic format of your Chong Hing Bank Credit Card ("Mobile Card"), which allows the use of your Chong Hing Bank Credit Card without presenting the Card in plastic card form;
- ii. "Eligible Chong Hing Bank Credit Card" means any credit card issued by Chong Hing Bank Limited alone or in connection with any other Person to a Cardholder, and of the types specified by us from time to time are eligible for the Mobile Card services, which includes a Principal Card, a Supplementary Card, a replacement Chong Hing Bank credit card, and a renewed Chong Hing Bank credit card. We have the right to specify and vary the types of credit cards that are eligible for the Mobile Card services.
- iii. "Mobile Contactless Transaction" by enrolling the Chong Hing Bank Credit Card as a Mobile Card in a Digital Wallet, authenticating and (i) tapping or waving the Mobile Card at a merchant's contactless-enabled point of sale terminal or reader ("Contactless Payment Reader") or (ii) using such Mobile Card for in-app purchase and/or digital commerce payments, you authorize payment for the merchant's products or services on that Mobile Card.
- iv. "Security Details" means the security information designated by the Cardholder that is used to access the electronic device and make payment, including all personal identification numbers, passwords, fingerprint or other biometric or identification credentials.
- v. "We", "us", "our" and "the Bank" refer to Chong Hing Bank Limited, the issuer of your Chong Hing Bank Credit Card.
- vi. "You" and "your" refer to a Cardholder of Chong Hing Bank Credit Card and a user of Digital Wallet who can either be a Principal Cardholder or a Supplementary Cardholder.

### **2. Your Chong Hing Bank Credit Card Terms remain unchanged**

The terms of the Chong Hing Bank Credit Card Cardholder Agreement ("Cardholder Agreement") that governs your Chong Hing Bank Credit Card remain unchanged when you add your Chong Hing Bank

Credit Card to a Digital Wallet. These Terms and Conditions are supplementary to and shall form part of the Cardholder Agreement and "Chong Hing UnionPay Dual Currency Credit Card Cardholder Agreement" (as the case may be) governing the use of your Chong Hing Bank Credit Card and shall operate in addition to all other applicable terms and conditions to which you are subject. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Cardholder Agreement and "Chong Hing UnionPay Dual Currency Credit Card Cardholder Agreement" (as the case may be) in respect of the use of Mobile Card for the services available under the Digital Wallet, the provisions of these Terms and Conditions shall prevail to the extent of such inconsistency. The Mobile Contactless Transaction is an alternative way for you to use your Chong Hing Bank Credit Card to make purchases. Your Chong Hing Bank Credit Card will be subject to the same interest, fees, and charges that apply to it when you use a Digital Wallet to access it. Once you add a Chong Hing Bank Credit Card to a Digital Wallet, the Digital Wallet provider will allow you to use the Chong Hing Bank Credit Card in the Digital Wallet to carry out transactions wherever your Digital Wallet is accepted by the merchant. Your Digital Wallet may not be accepted in all situations where your Chong Hing Bank Credit Card is accepted.

### **3. Integrating your Chong Hing Bank Credit Card into your Digital Wallet**

You can add an Eligible Chong Hing Bank Credit Card to a Digital Wallet for Mobile Contactless Transactions by following the instructions of the Digital Wallet provider. We will specify the Chong Hing Bank Credit Cards that can be added, and/or provisioned the card for use in Digital Wallet from time to time. By proceeding with the following application channels to enroll your Chong Hing Bank Credit Card in the Digital Wallet, you agree and accept to be bound by these Terms & Conditions. If you do not agree to these Terms and Conditions, then you should not enroll your Chong Hing Bank Credit Card in, or use your Chong Hing Bank Credit Card in connection with the Digital Wallet.

- i. For in-Apps provisioning process binding a Mobile Card to a Digital Wallet in the mobile application provided or designated by the Bank for Customer to install on an electronic device and via which a Customer may access to conduct banking business with the Bank, you will receive a "One Time Password" ("OTP") to authenticate your request to enroll your Chong Hing Bank Credit Card in a Digital Wallet as a Mobile Card. You acknowledge that you will receive this OTP through your registered mobile number with us. OR;
- ii. For a Mobile Card binding to a Digital Wallet in an electronic device, we shall send you a "One Time Password" ("OTP") at the first time your Chong Hing Bank Credit Card is enrolled in a Digital Wallet as a Mobile Card. You acknowledge that this OTP will be sent to your registered mobile number with us. After successful OTP authentication, the Digital Wallet will be set to "Card Suspended" status, an additional authentication is required from you to call our 24-hour Credit Card Customer Service Hotline to confirm activation of the Digital Wallet. Upon successful binding of Mobile Card to Digital Wallet, an SMS notification will be sent to you with a hyperlink to the 'Terms & Conditions' which contains these Terms and Conditions. You

can download and store a copy of the Terms & Conditions within 3 months from the date of the SMS. You may not be able to download and store such version of the information after the expiry of the above-mentioned timeframe.

If your Chong Hing Bank Credit Card or Card Account is not in good standing, you will not be able to add it to Digital Wallet. Once you add a Chong Hing Bank Credit Card to a Digital Wallet, the Digital Wallet provider will allow you to use the Chong Hing Bank Credit Card in the Digital Wallet to carry out transactions wherever your Digital Wallet is accepted by the merchant.

#### **4. Use of Mobile Card and Charges**

- i. You acknowledge and accept that your Mobile Card may be utilized to carry out Mobile Contactless Transaction at a Contactless Payment Reader. We reserve the right to set and vary any limit on a Mobile Contactless Transaction (including per transaction or daily or other limit) from time to time.
- ii. Without prejudice to the foregoing, you acknowledge and accept the risk of which an unauthorized Mobile Contactless Transaction may be carried out.
- iii. We do not charge you any fees for adding your Chong Hing Bank Credit Card to a Digital Wallet or using your Mobile Card for Mobile Contactless Transaction but we reserve the right to charge any fees for adding or using your Chong Hing Bank Credit Card as a Mobile Card in the Digital Wallet with notification.

#### **5. Limitation of Liability of the Bank**

- i. We are not the Digital Wallet provider. We do not operate or control the Digital Wallet or the services available under the Digital Wallet, and we are not responsible for providing the mobile contactless payment services to you under the Digital Wallet. Enrolment of your Mobile Card in a Digital Wallet is facilitate your participation in the Digital Wallet only.
  - a. You acknowledge that certain account information related to your Chong Hing Bank Credit Card may be transmitted to and stored in your electronic device or on the Digital Wallet provider's platform or on the system of a third party working with the Digital Wallet provider for purposes of the Digital Wallet ("Stored Information").
  - b. You acknowledge and agree that for the use of the Mobile Card with the Digital Wallet, the Digital Wallet provider and/or any third party working with the Digital Wallet provider may use and/or disclose the Stored Information.
  - c. You should contact the Digital Wallet provider for all technical assistance on the Digital Wallet (including but not limited to the types of electronic devices which support that Digital Wallet).
- ii. We take no responsibility for any Digital Wallet failure or inability to use it for any transaction. We are not responsible for the performance or non-performance of any Digital Wallet or of any

other third parties regarding any agreement you enter into with the Digital Wallet providers or associated third-party relationships that may impact your use of the Mobile Card for Mobile Contactless Transaction.

- iii. You are responsible for compensating and keep us fully indemnified against any loss, damage, liability, cost, and expense that we may suffer or incur (including legal costs on an indemnity basis) as a result of or in relation to your enrollment and use of your Chong Hing Bank Credit Card through the Digital Wallet, including but without limitation in our enforcement of these terms & conditions. Losses caused by our own negligence, fraud, or intentional misconduct are exempted.
- iv. It is your responsibility to ensure that you comply with all applicable laws and refrain from engaging in any actions that would be considered a criminal offense, result in civil liability, or violate any laws or regulations in the jurisdictions that apply to you. We will not be held responsible for any illegal or unauthorized use of the Chong Hing Bank Credit Card or Digital Wallet on your part. Additionally, you agree not to interfere with the proper functioning of the Chong Hing Bank Credit Card or Digital Wallet by using any device, software, or routine that attempts to bypass user authentication or security measures that have been implemented.

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

- i. You are responsible to take reasonable steps to keep each of the electronic devices safe and keep all Mobile Card details stored in the electronic devices and all Security Details secret to prevent fraud. Without prejudice and in addition to the provisions of the Cardholder Agreement regarding the security of any Mobile Card or PIN, you shall also take the following precautions where reasonably practicable or accept the risks and consequences of the electronic devices being used by unauthorized persons or for unauthorized purposes:
  - a. register, activate and use the Mobile Card for effecting the Mobile Contactless Transactions in accordance with the directions and in the manner specified by the relevant Digital Wallet 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 Digital Wallet or to use the Digital Wallet in any other manner for effecting Mobile Contactless Transactions;
  - e. safeguard against accidental or unauthorized disclosure of any Security Details, and change the Security Details periodically or where necessary;
  - f. Do not disclose casually the one-time password for credit card payments to prevent theft of accounts

- g. If you receive a "One-time Password" sent by the Bank, you must check carefully the contents of the SMS including the payee details, merchant name, transaction amount or transaction nature, and avoid using the auto-fill function of mobile devices or computers, which may result in passwords being sent directly to fraudulent websites for illegal transactions.
- h. Please report to the Bank promptly if you notice or suspect that your Mobile Card/PIN has been stolen, lost, used without authorisation or if there is any leakage of information by calling the Bank's 24-hour Report Lost Card Hotline at (852) 3768 8811, in order to minimize possible loss and to avoid any chance of improper use of your card.
- i. safeguard the security of the Mobile Card and electronic device and keep them under personal control, and report to the Bank of any loss or theft of the Mobile Card or electronic device or any suspected unauthorized transaction or use of the Mobile Card for any unauthorized purpose or disclosure of the PIN to any unauthorized person as soon as reasonably practicable in writing or call our 24-hour Report Lost Card Hotline at (852) 3768 8811 to report;
- j. DO NOT click any suspicious hyperlink or visit any suspicious website;
- k. notify the Bank if you noticed any suspected unauthorized transaction or do not receive a Statement according to the usual statement mailing cycle;
- l. remove the Mobile Card and all Mobile Card details stored in the electronic devices in accordance with the directions and guidance given by the relevant Digital Wallet provider before disposing, repairing or ceasing to use the electronic devices;
- m. refer to the security advice provided by the Bank and/or Digital Wallet provider from time to time and observe in a timely manner the relevant security measures in using the Credit Card for effecting Mobile Contactless Transactions as specified by the Bank online or otherwise from time to time.
- n. If you also agree to notify the Bank immediately for any change to my/our personal information including but not limited to address, email address and phone number(s).
- o. You shall download and store only your own biometric credentials on the electric device. If you activates biometric authentication for accessing Digital Wallet with fingerprint, facial data or any other biometric credentials of any other person, any access, transfer or transaction effected by using such biometric credentials shall be treated and deemed to be made and/or authorised by you
- p. Do not store anyone else's biometric credentials on the electric device, and only use your own biometric credentials to use Digital Wallet, as otherwise, a person who is not authorised by you may be able to use Digital Wallet on the electric device to conduct transactions;
- q. Do not allow any other person to Provision any Credit Card or otherwise store any Mobile Credit Card on an electric device which does not belong to you;

- ii. You are solely responsible for ensuring that the electronic device and other equipment are compatible with and capable of supporting the request for the activation and use of the Mobile Card stored in the electronic devices for effecting Mobile Contactless Transaction.

## **7. Suspension and Termination of Use of Mobile Card**

- i. We may at any time suspend, cancel or terminate your use of your Mobile Card (with or without exercising the same action on your Chong Hing Bank Credit Card in plastic card form) with a Digital Wallet 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, we shall be under no obligation to give you any such prior notice. We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you as a result of any such action.
- ii. Without prejudice to our rights under clause 7.i. above, we may terminate the use of your Mobile Card under a Digital Wallet 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 Chong Hing Bank Credit Card and the Card Account.
- iii. You may remove your Mobile Card (with or without terminating your Chong Hing Bank Credit Card in plastic card form) from a Digital Wallet at any time by giving us notice through such channel (including writing to us or via relevant our 24-hour Credit Card Customer Services Hotline at (852) 3768 8888) as accepted by us from time to time. You should then unbind or remove your Mobile Card from the Digital Wallet.

## **8. Privacy and Security**

- i. When we enroll your Chong Hing Bank Credit Card in a Digital Wallet, we collect certain information from the Digital Wallet provider to verify your identity, which enables you to use your Mobile Card and facilitates your participation in Mobile Contactless Transaction(s). You authorize us to collect, use and share your information in accordance with the applicable Privacy Policy Statement of the Bank, as amended from time to time, and which is available at <https://www.chbank.com/en/pdf/PPS.pdf>. To facilitate your participation in Mobile Contactless Transaction(s), please also note that we will make certain account information relating to each Eligible Chong Hing Bank Credit Card you have selected to conduct Mobile Contactless Transaction(s) available for display, including your most recent transaction data, but not your full Eligible Chong Hing Bank Credit Card account number. You may decline to have the transaction data made available for display and still use the services under a Digital Wallet, but you must turn off this feature manually in the Digital Wallet through the Digital Wallet provider.

- ii. We are not responsible for any Digital Wallet providers or associated third-party relationships. Accordingly, any information you provide to Digital Wallet providers through Digital Wallet, or that is collected or accessed by Digital Wallet providers in the course of your use of a Mobile Card for Mobile Contactless Transaction, is subject to third party agreements and is not governed by our Privacy Policy Statement or these Terms and Conditions.

## **9. Stolen, Lost or Unauthorized Use of Your electronic device**

- i. Should you lose your electronic device or your credentials have been lost or stolen, or that someone has used or may use your electronic device or your credentials without your authorization. To inform us and request the deactivation of your Mobile Card as soon as possible, please call our 24-hour Credit Card Customer Service Hotline at (852) 3768 8888. To prevent unauthorized use of your Mobile Card or personal information, make sure to change your credentials immediately. If you get a new electronic device, please ensure that you remove all your Mobile Cards and delete other personal information from your previous electronic device.
- ii. You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.
- iii. Digital Wallets and your electric devices may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s) in the Digital Wallets. These features and procedures are the respective responsibilities of the Digital Wallet provider(s) and Eligible Device provider(s). You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards added to a Digital Wallet.

## **10. Amendments and Additions of these "Terms & Conditions"**

The Bank reserves the right to amend and supplement the terms of these Terms & Conditions at any time and from time to time in accordance with the "Amendments and Additions" section of the Cardholder Agreement.

## **11. Law and Language**

- i. These Terms & Conditions shall be construed by the laws of Hong Kong and "You" and "your" and the Bank agree to submit to the nonexclusive jurisdiction of the courts of Hong Kong and the terms herein may be enforced in any place where you and your authorized Cardholder or your assets may exist.
- ii. If at any time, any of the terms and conditions hereof is or becomes illegal, invalid or unenforceable in any respect, such terms and conditions shall be deemed as severed for this Addendum automatically whilst the legality, validity and enforceability of the remaining provisions terms and conditions shall not be affected thereby.



- iii. Nothing in this Terms & Conditions shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- iv. These Terms and Conditions are written in English and its Chinese version is provided for reference only. In the event of conflict of terms and conditions between the English version and the Chinese version, the English version shall prevail.

## **12. Rights of Third Parties**

A person who is not a party to these Terms and Conditions (called "third party" under this Clause) will have not right under the Contracts (Rights of Third Parties) Ordinance to enforce any provision of these Terms and Conditions or to enjoy any other benefit. For the avoidance of doubt, these Terms and Conditions may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.

## **13. Intellectual Property**

The copyright of the contents, including patents, trade secrets, trademarks, service marks, images, graphics, and logos (referred to as intellectual property) displayed in relation to the Chong Hing Bank Credit Card and Digital Wallet are either owned by us or licensed to us by the Mobile Wallet Provider. By enrolling or using your Chong Hing Bank Credit Card through the Digital Wallet, you do not gain any ownership rights to the intellectual property. You agree not to use, modify, disseminate, edit, adapt, or reproduce such intellectual property without our prior consent. Additionally, you agree not to challenge the validity of the intellectual property or our ownership or rights to them.