

# HSBC MOBILE ATM CARD ADDENDUM TO INTEGRATED **ACCOUNT TERMS AND CONDITIONS / GENERAL** TERMS AND CONDITIONS

These Terms and Conditions apply when you add your ATM Card to a Mobile Wallet. The provisions governing ATM Card in the Account Terms and Conditions or ATM Card Terms and Conditions (as applicable) are to be read in conjunction with these Terms and Conditions.

IMPORTANT! Before you store your ATM Card within a Mobile Wallet or use your Mobile ATM Card, please re these Terms and Conditions, the provisions governing ATM Card in the Account Terms and Conditions or ATM Card Terms and Conditions (as applicable) carefully. By storing ATM Card within a Mobile Wallet or using your Mobile ATM Card, you agree to be bound by these Terms and Conditions and the provisions governing ATM Card in the Account Terms and Conditions or ATM Card Terms and Conditions (as applicable). The terms used in these Terms and Conditions are defined at the end.

#### 1. Terms and Conditions supplement Account Terms and Conditions

- (a) The provisions governing ATM Card in the Account Terms and Conditions or the ATM Card Terms and Conditions (as applicable) apply to your Mobile ATM Card. References in the Account Terms and Conditions or the ATM Card Terms and Conditions to "ATM Card" and "transactions effected by the use of your ATM Card" include your Mobile ATM Card and your Mobile ATM Card Transactions respectively.
- (b) You may access your Account with your Mobile ATM Card subject to these Terms and Conditions, the Account Terms and Conditions or the ATM Card Terms and Conditions (as applicable) and the terms and conditions which govern the applicable payment network or platform from time to time. If there is any inconsistency between these Terms and Conditions, the Account Terms and Conditions or the ATM Card Terms and Conditions and the other terms and conditions, these Terms and Conditions prevail as regards your Mobile ATM Card.
- (c) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your ATM Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any

data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Account Terms and Conditions or the ATM Card Terms and Conditions (as applicable).

## 2. Registering, storing and activating Mobile ATM Card

- (a) You may store a digital version of an ATM Card (i.e Mobile ATM Card) in your Mobile Wallet only if the ATM Card is of a type and/or card scheme designated by us from time to time and both the ATM Card and the Account are in good standing.
- (b) Prior to adding a Mobile ATM Card to the Mobile Wallet, the physical ATM Card must have been activated.
- (c) The Mobile Wallet Provider may limit the number of Mobile ATM Cards that you may store in one Mobile Wallet from time to time which we cannot control. We may limit the number of Eligible Devices in which the same ATM Card can be stored from time to time and you should refer to our latest communications regarding such
- (d) You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Mobile ATM Card in your Mobile Wallet.
- (e) By registering a Mobile ATM Card in your Mobile Wallet, you consent to us sending SMS message to you for verification and activation purposes based on your mobile phone number registered with us. If the phone number registered with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number registered with us but not to your Eligible Device. If we do not have a record of your mobile phone number, we will not be able to send an SMS message to you in which event you will need to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile ATM Card. You can also update your mobile phone number via Personal Internet Banking, by visiting one of our branches or by downloading a change of personal particulars form from our public website and submitting the completed form to us.

#### 3. Use of Mobile ATM Card

- (a) You cannot use your Mobile ATM Card for cash withdrawals over the counter.
- (b) Your Mobile ATM card may be used for purchases subject to:
  - the daily card limit on your ATM card as we may specify from time to time;
  - any limits per transaction as certain merchants may specify from time to time; and
  - the available account balance of your Account that is linked to your Mobile ATM Card.
- (c) All transactions made with your Mobile ATM Card will be

#### on your ATM Card. 4. Your responsibility

(a) You acknowledge and accept the risk of incurring any loss which may arise from or in connection with unauthorised transactions made on your Mobile ATM Card. You agree to be liable for all transactions incurred using the Mobile ATM Card whether or not the transactions were authorised by you. It is your responsibility to take security measures as we or the Mobile Wallet Provide may recommend from time to time. Otherwise, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile ATM Card. We are not liable for any such loss. You should take appropriate security measures including the following:

made as transactions on the card network as designated

- (i) take reasonable precautions to keep ATM Card detail and security details relating to your Mobile ATM Card, Mobile Wallet and Eligible Device (including your Device Passcode, payment PIN, fingerprint and or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of
- (ii) safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
- (iii) DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
- (iv) ensure that your biometric credentials stored on your Eligible Device are your own and DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device, and that you only use your own biometric credentials to use your Mobile ATM Card or Mobile Wallet;
- (v) DO NOT use facial recognition to use your Mobile ATM Card or Mobile Wallet if you have an identical twin sibling, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
- (vi) DO NOT use facial recognition to use your Mobile ATM Card or Mobile Wallet if you are in adolescence while your facial features may be undergoing a rapid stage of development, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Mobile Wallet Provider;
- (vii) DO NOT take any action to disable any function provided by, and/or agreeing to any settings of your Eligible Device that would compromise the security of the use of your biometric credentials for the use of Mobile ATM Card or Mobile Wallet (e.g. disabling 'attention-aware" for facial recognition). If such changes are required, you are recommended instead to use your Device Passcode or other biometric

- credentials as suggested by the Mobile Wallet Provider;
- (viii) DO NOT choose obvious numbers as Device Passcode or payment PIN (such as Hong Kong Identity Card number, date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or payment PIN or write down or keep your Device Passcode or payment PIN close to your Eligible Device;
- (ix) DO NOT install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);
- (x) change the Device Passcode or payment PIN regularly and use alphanumeric code for Device Passcode or payment PIN (if available);
- (xi) if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
- (xii) delete your Mobile ATM Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;
- (xiii) remove the Mobile ATM Card from the Mobile Wallet upon termination of your Mobile ATM Card as provided in Clause 10.
- (b) You are fully responsible for any disclosure of your ATM Card details, Device Passcode, payment PIN, or other security details relating to your Eligible Device, Mobile Wallet and Mobile ATM Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile ATM Card being used by unauthorised persons or for unauthorised purposes.
- (c) You have to use an Eligible Device of a type or model specified by us from time to time to register, store and use Mobile ATM Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- (d) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile ATM Card.

## 5. Account and Mobile ATM Card Transactions

- (a) ATM Card in its plastic card form and in its digital version (i.e. Mobile ATM Card) constitute one and the same Card and allow access to the same Account. Your physical ATM card and your Mobile ATM card share the daily card limit of the same Account. There will not be a separate card limit for your Mobile ATM
- (b) All Mobile ATM Card Transactions will be billed to account statement of the Account. There will not be a separate statement for your Mobile ATM Card.
- (c) You may make Mobile ATM Card Transactions where your Mobile Wallet is accepted for payment. We will not be responsible if any retailer refuses to accept your Mobile ATM Card.
- (d) You cannot use your Mobile ATM Card for cash withdrawals over the counter. Your Mobile ATM Card will be linked to the Account. Your Mobile ATM Card or Mobile Wallet may also be subject to certain transaction limits (for example, payment amount) imposed by us, retailers or payment terminals which do not normally apply to your physical ATM Card.
- (e) Your Mobile Wallet may not be accepted at all places where your ATM Card is accepted.

## 6. Limitation of our liability

- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible devices. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile ATM Card).
- (b)  $\overline{\text{We are not liable}}$  to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clauses 4, 7(a) and 10.

## 7. Loss, theft or misuse

Report promptly

(a) You must tell us straight away using the telephone numbers on the back of your ATM Card if you notice or suspect any loss, theft, unauthorised possession. control or use of your Mobile ATM Card or Eligible Device, or if you believe someone else has used your Mobile ATM Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile ATM Card or the security of your ATM Card, Mobile ATM Card, Mobile Wallet or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions

- (b) You will be liable for all unauthorised Mobile ATM Card Transactions effected by your Mobile ATM Card before we receive report of loss, theft, disclosure or unauthorised use of your Mobile ATM Card.
- (c) If you report loss, theft, disclosure or unauthorised use of your Mobile ATM Card in accordance with this Clause 7, your maximum liability for unauthorised Mobile ATM Card Transactions is [HK\$500]. However, please note that the limit DOES NOT APPLY (and you will be liable for the
- you have knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile ATM Card or Eligible Device; or
- you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile ATM Card or Eligible Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile ATM Card or Eligible Device may be treated as your gross negligence.

## 8. Your Personal Data

You may be providing your personal data and ATM Card information and transaction details to the Mobile Wallet Provider by registering, storing and using the Mobile ATM Card in your Mobile Wallet. We have no control of the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider.

## 9. Fees and charges

- (a) All applicable interest, fees and charges that apply to your ATM Card will also apply to the Mobile ATM Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your storing, activating or using the Mobile ATM Card or for making transactions using your Mobile Wallet and the Mobile ATM Card.

## 10. Termination of Mobile ATM Card

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile ATM Card from the Mobile Wallet should you wish to terminate the Mobile ATM Card. Termination of the Mobile ATM Card will not terminate the physical ATM Card unless you also terminate it in accordance with the Account Terms and Conditions or the ATM Card Terms and Conditions (as
- (b) We have the rights to suspend, restrict or terminate your ATM Card under the Account Terms and Conditions or the ATM Card Terms and Conditions (as applicable). These rights will be extended to your Mobile ATM Card.

Your Mobile ATM Card will be suspended, restricted or terminated at the same time if your physical ATM Card is suspended, restricted or terminated under the Account Terms and Conditions or the ATM Card Terms and Conditions (as applicable).

- (c) We also have the right to suspend, restrict or terminate the use of a Mobile ATM Card if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 7(a).
- (d) Upon termination of the Mobile ATM Card whether by you or by us, you must remove the Mobile ATM Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile ATM Card or the Mobile Wallet from your Eligible Device.
- (e) You are responsible for all Mobile ATM Card Transactions whether or not authorised by you unless and until you have removed the Mobile ATM Card from your Mobile Wallet and Eligible Device upon termination.
- (f) Termination of the Mobile ATM Card on its own will not affect the physical ATM Card which will continue to be governed by the Account Terms and Conditions or the ATM Card Terms and Conditions (as applicable).

## 11. Variation of this Addendum

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Mobile ATM Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

## 12. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and

## 13. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions are for reference only.

## 14. General matters

If you have any questions or complaints about your ATM Card, please contact us at the telephone number on the back of your Card. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

Account means any account we allow you to access by the use of the ATM Card.

Account Terms and Conditions means the Integrated Account Terms and Conditions or the General Terms and Conditions that governs the Account.

Device Passcode means the access passcode of your Eligible Device

Eligible Device means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile ATM Card can be registered and stored, as designated by us from time to time.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

ATM Card means any card issued to you by us in relation to any Account which may be used to effect transactions by electronic means, whether at an ATM, a point of sale terminal or other devices as we may make available or accept from time to time

Mobile ATM Card means a digital version of your ATM Card which you store in the Mobile Wallet of your Eligible Device.

Mobile ATM Card Transaction means any transaction effected by using your Mobile ATM Card. Mobile Wallet means a wallet application provided by a

Mobile Wallet Provider installed in an Eligible Device in which your Mobile ATM Card is stored. Mobile Wallet Provider means provider of the Mobile Wallet in your Eligible Device, as designated by us from time

PIN means any personal identification number or code that applies or is used by us to identify you when you access information, give instructions or make a transaction using an

ATM Card. A PIN may be designated by us or you. these Terms and Conditions means these terms and conditions as may be amended from time to time

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue an ATM

Effective from 1 November 2019



滙豐Mobile自動櫃員機卡 綜合理財戶口條款及細則/ 一般條款及細則附錄

本條款及細則適用於閣下在手機錢包加入閣下的自動 櫃員機卡。戶口條款及細則或自動櫃員機卡條款及細 則(按情況適用)中規管自動櫃員機卡的條文應與本條 <u>款及細則一併閱讀。</u>

<u>重要提示!閣下在儲存自動櫃員機卡於手機錢包或使</u> <u>用Mobile自動櫃員機卡前,請細閱本條款及細則及</u> 口條款及細則或自動櫃員機卡條款及細則(按情況適 用)中規管自動櫃員機卡的條文。閣下儲存自動櫃員 機卡於手機錢包或使用Mobile自動櫃員機卡,即同意 受本條款及細則、戶口條款及細則或自動櫃員機卡條 款及細則(按情況適用)中規管自動櫃員機卡的條文約 束。在本條款及細則中使用的詞語的定義載於本條款 及細則的末端。

## 1. 本條款及細則補充戶口條款及細則

- (a) 戶口條款及細則或自動櫃員機卡條款及細則 (按情況適用)中規管自動櫃員機卡的條文適用 於閣下的Mobile自動櫃員機卡。戶口條款及細 則或自動櫃員機卡條款及細則中所指的「自動 櫃員機卡」及「使用閣下的自動櫃員機卡進行的 所有交易 | 分別包括閣下的Mobile自動櫃員機 卡及Mobile自動櫃員機卡的所有交易。
- (b) 在受限於本條款及細則、戶口條款及細則或自 動櫃員機卡條款及細則(按情況適用)以及不時 規管適用的支付網絡或平台的條款及細則的前 提下,閣下可使用Mobile自動櫃員機卡操作閣 下的戶口。如本條款及細則與戶口條款及細則 或自動櫃員機卡條款及細則或其他條款及細則 有任何不一致,就閣下的Mobile自動櫃員機卡 而言,概以本條款及細則為準。
- (c) 閣下可能需要同意手機錢包供應商另行提供的 條款,該等條款規管在手機錢包中登記及儲存 閣下的自動櫃員機卡以及手機錢包的使用(包 括使用閣下向手機錢包供應商提供的任何數 據)。閣下與手機錢包供應商另行同意的條款, 不會更改或推翻本條款及細則以及戶口條款及
- (d) 閣下不能使用Mobile自動櫃員機卡於櫃檯提取 現金。Mobile自動櫃員機卡會與戶口連接。閣 下的Mobile自動櫃員機卡或手機錢包也可能受 制於本行、零售商或銷售終端機所規定的某些 交易限制(例如付款金額),而該等限制一般並 非適用於閣下的實體自動櫃員機卡。
- (e) 閣下的手機錢包有可能會在一些接納閣下自動 櫃員機卡之地方不被接納。

## 6. 本行責任的限制

- (a) 閣下確認並接受手機錢包是手機錢包供應商在 相容的設備上向閣下提供的。本行不是閣下手 機錢包的供應商,且本行不負責向閣下提供手 機錢包服務。本行對手機錢包平臺或閣下的合 <u>資格裝置並無控制權。因此,本行對手機錢包</u> 的任何故障或閣下在任何交易中無法使用手機 錢包概不負責。就可能影響閣下使用手機錢包 的手機錢包供應商或任何第三方的履約或違約 行為而言,本行概不負責。本行就閣下使用或 無法使用閣下的手機錢包(包括閣下的Mobile 自動櫃員機卡)而蒙受或招致的任何損失概不 負責。
- (b) 如閣下未能採取適當的安全防範措施(包括第 4條,第7(a)條及第10條),本行不負責就任何 未經授權交易向閣下退款。

## 7. 遺失、被竊或不當使用

(a) 如閣下發現或懷疑閣下的Mobile自動櫃員機卡 <u>或合資格裝置遺失、被竊或遭未經授權持有、</u> 控制或使用,或認為他人使用了閣下的Mobile 自動櫃員機卡或合資格裝置,或發現閣下的合 <u>資格裝置、手機錢包或Mobile自動櫃員機卡的</u> 保安細節,或閣下的自動櫃員機卡、Mobile自 動櫃員機卡、手機錢包或合資格裝置的安全性 以任何形式遭受損害,閣下須立即致電自動櫃 員機卡背面的電話號碼向本行報告。

## 閣下就未經授權交易的責任

- (b) <u>在本行收到閣下Mobile自動櫃員機卡遺失</u> 被竊、外洩或未經授權使用的報告前,以閣下 的Mobile自動櫃員機卡進行的所有未經授權 Mobile自動櫃員機卡交易,閣下均須負責。
- (c) 如閣下按本第7條報告Mobile自動櫃員機卡遺 失、被竊、外洩或遭未經授權使用,則閣下就 <u>未經授權的Mobile自動櫃員機卡交易須承擔的</u> 況該限額並不適用(即閣下須負責全數金額):
  - (i) 如閣下在知情的情況下(不論是否自願) 容許任何其他人士使用閣下的手機錢包、 Mobile自動櫃員機卡或合資格裝置; 或

細則或自動櫃員機卡條款及細則(按情況適用)。

## 2. 登記、儲存及啓動Mobile自動櫃員機卡

- (a) 閣下可在手機錢包中儲存數碼形式的自動櫃員機 卡(即Mobile自動櫃員機卡),但前提是該自動櫃 員機卡須為本行不時指定的種類及/或自動櫃員機 卡計劃且自動櫃員機卡及戶口狀況良好。
- (b) 在手機錢包加入自動櫃員機卡之前,必須先啟動 實體自動櫃員機卡。
- (c) 手機錢包供應商可不時限制閣下在一個手機錢包 中儲存的Mobile自動櫃員機卡的數量(本行對此 並無控制權)。本行可不時限制同一張自動櫃員機 卡可儲存於合資格裝置的數量,且閣下應參閱本 行關於該等限制的最新通訊。
- (d) 閣下在手機錢包中登記及儲存Mobile自動櫃員機 卡應遵循手機錢包供應商的指示(包括為閣下的合 資格裝置安裝最新操作系統)及閣下手機錢包的登 記及核實程序。
- (e) 閣下在手機錢包中登記Mobile自動櫃員機卡,即 被視為閣下同意本行按照閣下於本行登記的流動 電話號碼向閣下發送短訊用以核實及啟動用途。 如登記於本行的流動電話號碼不是閣下合資格裝 置的流動電話號碼,短訊將會發送至登記於本行 的流動電話號碼而非閣下的合資格裝置。如本行 未有閣下的流動電話號碼記錄,本行將不能向閣 下發送短訊,且在該等情況下,閣下應按核實畫 面中顯示的號碼致電本行並按照所要求的步驟核 實及啓動Mobile自動櫃員機卡。閣下亦可通過個 人網上理財、親臨本行的任何分行或從本行的網 頁下載更改個人資料表格,並將填妥的表格提交 予本行以更新閣下的流動電話號碼。

## 3. 使用Mobile自動櫃員機卡

- (a) 閣下不能使用Mobile自動櫃員機卡於櫃檯提取現
- (b) 在受限於下列限額的前提下,閣下的Mobile自動 櫃員機卡可用於進行交易:
  - (i) 本行不時就閣下自動櫃員機卡設定的每日限
  - (ii) 某些商戶不時指定的每筆交易限額;及
  - (iii) 與閣下的Mobile自動櫃員機卡連接的戶口的 可用結餘。

## 4. 閣下的責任

(a) <u>閣下明白並接受用Mobile自動櫃員機卡進行未經</u> 授權交易或與之相關而招致損失的風險。閣下同 <u>意對Mobile自動櫃員機卡進行的所有交易負責,</u> 無論該等交易是否經閣下授權。閣下有責任採取 本行或手機錢包供應商不時建議的安全防範措 施。否則,閣下須承擔就Mobile自動櫃員機卡或

(ii) 如閣下就使用或保管手機錢包、Mobile自動 <u>櫃員機卡或合資格裝置有欺詐行為或嚴重疏</u> 忽。如閣下未有採取本行就使用或保管手機 錢包、Mobile自動櫃員機卡或合資格裝置不 <u>時建議的任何安全防範措施,可能被視為閣</u> <u>下的嚴重疏忽。</u>

## 8. 閣下的個人資料

閣下在手機錢包中登記、儲存及使用Mobile自動櫃員 機卡時,可能會向手機錢包供應商提供閣下的個人資 料及自動櫃員機卡資訊及交易詳情。閣下向手機錢包 供應商提供的個人資料及資訊則受手機錢包供應商私 隱政策及閣下與手機錢包供應商可能達成的任何合約 的規管,本行對閣下該等個人資料及資訊的私隱性及 安全性並無控制權。

## 9. 費用及收費

- (a) <u>所有適用於閣下自動櫃員機卡的利息、費用及收</u> <u>費亦適用於Mobile自動櫃員機卡。</u>
- (b) 閣下須承擔任何流動電話服務供應商、電訊供應 ・零售商或手機錢包供應商就閣下儲存、啟動 或使用Mobile自動櫃員機卡或使用手機錢包及 Mobile自動櫃員機卡進行交易所收取或與之有關 的所有費用、收費及開支。

## 10.終止 Mobile自動櫃員機卡

- (a) 如閣下欲終止Mobile自動櫃員機卡,閣下應按照 手機錢包供應商的指示,從手機錢包中移除閣下的Mobile自動櫃員機卡。終止 Mobile自動櫃員 <u>機卡不會終止實體自動櫃員機卡,除非閣下按戶</u> <u>或</u>目動樻員權 適用)同時終止實體自動櫃員機卡。
- (b) <u>本行有權按照戶口條款及細則或自動櫃員機卡條</u> 款及細則(按情況適用)暫停、限制或終止閣下的 自動櫃員機卡。該等權利將延伸至閣下的Mobile 自動櫃員機卡。如閣下的實體自動櫃員機卡按照 戶口條款及細則或自動櫃員機卡條款及細則(按情 況適用)被暫停、限制或終止,閣下的Mobile自 動櫃員機卡亦將同時被暫停、限制或終止。
- (c) 如閣下的手機錢包因任何原因被手機錢包供應商 暫停、限制或終止,或閣下已按第7(a)條的規定 向本行作出報告,本行亦有權暫停、限制或終止 Mobile自動櫃員機卡的使用
- (d) <u>閣下或本行終止Mobile自動櫃員機卡後,閣下須</u> 按照手機錢包供應商提供的指示,將Mobile自動 櫃員機卡從閣下的手機錢包中移除。如閣下對如 何從合資格裝置中移除Mobile自動櫃員機卡或對 手機錢包有任何問題,應聯絡手機錢包供應商。
- (e) <u>閣下須為所有Mobile自動櫃員機卡交易負責,不</u> 論該等交易是否經閣下授權,直至在終止Mobile

與之有關而遭受或招致任何損失所帶來的風險。 本行就任何該等損失概不負責。閣下應採取包括 下列的適當安全防範措施:

- (i) 採取合理預防措施,確保自動櫃員機卡的詳 情及與閣下Mobile自動櫃員機卡、手機錢包 及合資格裝置(包括儲存在閣下合資格裝置及 /或任何雲端儲存平台中閣下的裝置密碼、付 <u>款密碼、指紋及/或任何其它生物識別憑據)有</u> 關保安細節的安全,並防止其遺失、被竊或 <u>對其進行欺詐性使用;</u>
- (ii) 在任何情況閣下應小心保管及謹慎處理閣下 <u>手機錢包及合資格裝置並妥為保管在閣下的</u> 個人控制之下:
- (iii) <u>不應容許任何其他人士使用或登入閣下的合</u> 資格裝置及手機錢包;
- (iv) 確保閣下裝置上儲存的生物識別憑據僅屬於 閣下,不應在閣下的合資格裝置中儲存任何 其他人士的指紋或生物識別憑據;並只使用閣 <u>下的生物識別憑據來使用閣下的Mobile自動</u> 櫃員機卡或手機錢包;
- (v) 如閣下有雙胞<u>胎或長相相似的兄弟姊妹,不</u> 應使用面孔辨識功能來使用閣下的Mobile自 <u>動櫃員機卡或手機錢包,建議閣下使用裝置</u> 密碼或其他手機錢包供應商建議的生物識別
- (vi) <u>如閣下正值青少年時期,由於面部特徵仍處</u> 於迅速發育的階段,不應使用面孔辨識功能 來使用閣下的Mobile自動櫃員機卡或手機錢 包,建議閣下使用裝置密碼或其他手機錢包 供應商建議的生物識別憑據:
- (vii) 不應於流動裝置中停用、及/或者同意任何有 機會影響生物識別憑據安全的設定(例如:於 面孔辨識功能中停用能夠感知使用者注視的 功能);如果需要更改有關設定,建議閣下使 用裝置密碼或其他手機錢包供應商建議的生 物識別憑據;
- (viii) 不應選擇明顯的數字作為裝置密碼或付款密 碼(例如,香港身份證號碼、出生日期、電話 <u>號碼、重覆或連續的數字或其他容易被猜測</u> 或可通過肩窺獲取的數字),或將閣下的裝置 密碼或付款密碼告知任何其他人士或將其寫 <u>下或與閣下的合資格裝置一同存放;</u>
- (ix) <u>不應在裝有任何盜版、破解版、偽造或未獲</u> 授權應用程式或在軟件保護已被破解的智能 手機或其他裝置(例如「越獄」(jailbroken) 或

<u>自動櫃員機卡後,閣下將Mobile自動櫃員機卡從</u> <u>閣下的手機錢包及合資格裝置中移除。</u>

(f) 單獨終止Mobile自動櫃員機卡不會影響實體自動 櫃員機卡,該卡繼續受戶口條款及細則或自動櫃 員機卡條款及細則(按情況適用)規管。

## 11.更改本附錄

<u>本行有權不時更改本條款及細則。本行會以本行認為</u> <u>適當的方式給予閣下事先通知。除非閣下於更改生</u> 效日期前按第10條終止Mobile自動櫃員機卡,並將 Mobile自動櫃員機卡從手機錢包及合資格裝置中移 除,閣下將受有關更改約束。

# 12.第三者權利

除閣下及本行以外,並無其他人士有權按《合約(第三 者權利)條例》強制執行本條款及細則的任何條文,或 享有本條款及細則的任何條文下的利益。

## 13.管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- 本條款及細則的英文及中文版本如有任何不一 致,概以英文版本為準。本條款及細則的任何中 文版本僅供參考。

## 14 - 般事項

如閣下有任何關於自動櫃員機卡的問題或投訴,請致 電閣下自動櫃員機卡背面的電話號碼聯絡本行。如閣 下的問題或投訴是關於手機錢包的,請使用手機錢包 供應商提供的聯絡資料聯絡手機錢包供應商。

戶口指本行允許閣下使用自動櫃員機卡操作的任何戶口。 戶口條款及細則指規管戶口的綜合理財戶口條款及細則 或一般條款及細則。

**裝置密碼**指閣下合資格裝置的使用密碼。

合資格裝置指本行不時指定的具備手機錢包功能並可登 記及儲存Mobile自動櫃員機卡的該等型號的智能手機、 平板電腦或其他裝置(例如手錶)。

**香港**指中華人民共和國香港特別行政區。

**自動櫃員機卡**指本行就任何戶口向閣下發出的卡,而該 卡可透過電子方式進行交易,不論於自動櫃員機、銷售 點終端機或本行可不時提供或接受的其他裝置。

Mobile自動櫃員機卡指在閣下合資格裝置的手機錢包中 儲存數碼形式的自動櫃員機卡。

Mobile自動櫃員機卡交易指使用閣下的Mobile自動櫃員 機卡進行的任何交易。

手機錢包指儲存閣下Mobile自動櫃員機卡的一款錢包應

者「已開放根目錄權限」(rooted)的智能手 機或裝置)上安裝或開啟手機錢包;

- (x) <u>定期更改裝置密碼或付款密碼,並使用字</u> 母數字代碼為裝置密碼或付款密碼(如適
- (xi) <u>如閣下已通過裝置密碼或指紋或其他生物</u> 識別憑據方式設置了閣下合資格裝置的使 用權,閣下應重新審核該設置,並確保閣 <u>下更改了容易被猜測或與任何其他人士共</u> 用的任何裝置密碼,並刪除了並非閣下本 人的任何指紋或其他生物識別憑據:
- (xii) <u>在閣下處置合資格裝置(例如出售或給予他</u> 人)或將合資格裝置暫時轉交他人(例如進 行維修及保養)之前,從手機錢包中刪除閣 下的Mobile自動櫃員機卡:
- (xiii) 按照第10條的規定,在閣下的Mobile自動 櫃員機卡終止時從手機錢包中移除Mobile <u>自動櫃員機卡。</u>
- (b) <u>如閣下對任何其他人洩露閣下自動櫃員機卡詳</u> <u>情、裝置密碼、付款密碼或與閣下合資格裝置、</u> 手機錢包及Mobile自動櫃員機卡有關的其他保 安細節,閣下須對此負全責,即使是意外或未 獲授權的洩露。閣下須承擔所有因手機錢包或 Mobile自動櫃員機卡被未經授權人士使用或用 <u>作未經授權目的而產生的風險及其後果。</u>
- (c) 閣下須使用本行不時指定的種類或型號的合 資格裝置以在手機錢包中登記、儲存及使用 Mobile自動櫃員機卡。本行有權隨時更改合 資格裝置的種類或型號或取消現有的種類或型 號,而無需事先通知。
- (d) 閣下登記、儲存及使用Mobile自動櫃員機卡須 接通互聯網、具備相容的電訊設備及流動電話 服務計劃(如適用)。

## 5. 戶口及Mobile自動櫃員機卡交易

- (a) 塑料卡形式與數碼形式(即Mobile自動櫃員機 並可操作同一個戶口。閣下的實體自動櫃員機 卡及Mobile自動櫃員機卡共用同一個戶口的每 日限額。閣下的Mobile自動櫃員機卡將不會有 個別的限額。
- (b) 所有Mobile自動櫃員機卡交易會誌入戶口的結 單。閣下的Mobile自動櫃員機卡將不會有個別
- (c) 閣下可在接納手機錢包付款的情況下進行 Mobile自動櫃員機卡交易。本行就任何零售商 拒絕接納閣下的Mobile自動櫃員機卡概不負

用程式,該錢包應用程式由手機錢包供應商提供。

**手機錢包供應商**指本行不時指定,向閣下合資格裝置 提供手機錢包的供應商。

私人密碼指當閣下以自動櫃員機卡存取資料、給予指 示或進行交易時,適用於本行用以識別閣下的個人識 別號碼或密碼。私人密碼可由本行或閣下指定。

本條款及細則指可不時被更改的本條款及細則。

**本行、本行的**指香港上海滙豐銀行有限公司及其繼承 人及受讓人。

**閣下**或**閣下的**指獲本行發出自動櫃員機卡的人士。

由 2019 年 11 月 1 日起生效