

# **HSBC Mobile Credit Card** Addendum to Credit Card

Applicable to Mobile Credit Card stored in the Mobile Wallet of your Eligible Device

**IMPORTANT!** Before you store and use your Mobile Credit Card, please read these Terms and Conditions and the Credit Card Terms carefully. By storing and using your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions and the Credit Card Terms and will be bound by them. The terms used in these Terms and Conditions are defined at the end.

## 1. Terms and Conditions supplement Credit Card

- (a) The Credit Card Terms applies to your Mobile Credit Card. References in the Credit Card Terms to "Card" and "Card Transactions" include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions supplement the Credit Card Terms and, together, they govern your Mobile Credit Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Credit Card Terms, the provisions of these Terms and Conditions prevail.
- (c) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your HSBC Credit 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 Credit Card Terms.

## 2. Registering, storing and activating Mobile Credit

(a) You may store a digital version of an HSBC Credit Card (i.e. Mobile Credit Card) in your Mobile Wallet only if the HSBC Credit Card is of a type and/or card scheme designated by us from time to time and is in good standing.

### 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 Credit Card).
- (b) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 3(a), Clause 7(a) and Clause 10.

### 7. Loss, theft or misuse

Report promptly

(a) You must tell us straight away using the telephone numbers on the back of your HSBC Credit Card if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Credit Card or Eligible Device, or if you believe someone else has used your Mobile Credit Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Credit Card or the security of your HSBC Credit Card, Mobile Credit 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 Credit <u>Card Transactions effected by your Mobile Credit Card</u> before we receive report of loss, theft, disclosure or unauthorised use of your Mobile Credit Card.
- (c) If you report loss, theft, disclosure or unauthorised use of your Mobile Credit Card in accordance with this Clause 7, your maximum liability for unauthorised Mobile Credit Card Transactions is [HK\$500]. However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) if:
  - you have knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile Credit Card or Eligible Device; or
  - (ii) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile Credit Card or Eligible Device. Your failure to follow any of the security measures

- (b) The Mobile Wallet Provider may limit the number of Mobile Credit Cards that you may store in one Mobile Wallet from time to time which we cannot control. We may however limit the number of Eligible Devices in which the same HSBC Credit Card can be stored from time to time and you should refer to our latest communications regarding such
- (c) 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 Credit Card in your Mobile Wallet.
- (d) By registering a Mobile Credit Card in your Mobile Wallet, you consent to us sending SMS message to you for verification and activation purpose based on your phone number last recorded with us. If the phone number last recorded with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number last recorded with us but not to your Eligible Device. If we do not have record of your phone number, we cannot send 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 Credit Card.

#### 3. Your responsibility

- (a) If you do not take security measures as we or the Mobile Wallet Provider may recommend from time to time, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Credit Card. We are not liable for any such loss. You should take appropriate security measures including the following:
  - (i) take reasonable precautions to keep HSBC Credit Card details and security details relating to your Mobile Credit 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 them;
  - (ii) safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all
  - (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 <u>on your Eligible Device are your own and DO</u> NOT store anyone else's fingerprint or biometric credentials in your Eligible Device, and that you

recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile Credit Card or Eligible Device may be treated as your gross negligence.

### 8. Your Personal Data

You may be providing your personal data and HSBC Credit Card information and transaction details to the Mobile Wallet Provider by registering, storing and using the Mobile Credit 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 HSBC Credit Card will also apply to the Mobile
- (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 Credit Card or for making transactions using your Mobile Wallet and the Mobile Credit Card

### 10. Termination of Mobile Credit Card

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Credit Card from the Mobile Wallet should you wish to terminate the Mobile Credit Card. Termination of the Mobile Credit Card will form unless you also terminate it in accordance with the Cardholder Agreement.
- (b) If you are a primary HSBC Credit Card cardholder, you cannot terminate the Mobile Credit Card of the Additional Cardholder without terminating the additional HSBC Credit Card in plastic card form.
- (c) If you are a primary Mobile Credit Card cardholder, termination of your Mobile Credit Card will not terminate the Mobile Credit Card of your Additional Cardholder.
- (d) We have the rights to suspend, restrict or terminate your HSBC Credit Card under the Cardholder Agreement. These rights will be extended to your Mobile Credit Card. Your Mobile Credit Card will be suspended, restricted or terminated at the same time if your HSBC Credit Card is suspended, restricted or terminated under the Cardholder Agreement.
- (e) We will also have the right to suspend, restrict or terminate the use of a Mobile Credit Card if your Mobile

- only use your own biometric credentials to use your Mobile Card or Mobile Wallet;
- (v) DO NOT use facial recognition to use your Mobile Credit 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 Credit 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 Credit 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 Credit Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone
- 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).
- (f) Upon termination of Mobile Credit Card whether by you or by us, you must remove the Mobile Credit 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 Credit Card or the Mobile Wallet from your Eligible Device.
- (g) You are responsible for all Mobile Credit Card Transactions whether or not authorised by you unless and until you have removed the Mobile Credit Card from your Mobile Wallet and Eligible Device upon termination.
- (h) Termination of the Mobile Credit Card on its own will not affect the HSBC Credit Card in plastic card form which will continue to be governed by the Cardholder Agreement.

### 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 Credit 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 Conditions.

### 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 Kong courts
- (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 Card, then 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.

- else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;
- (xiii)remove the Mobile Credit Card from the Mobile Wallet upon termination of your Mobile Credit Card as provided in Clause 10.
- (b) You are fully responsible for any disclosure of your HSBC Credit Card Details, Device Passcode, payment PIN, or other security details relating to your Eligible Device, Mobile Wallet and Mobile Credit 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 Credit 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 Credit 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 Credit Card.

#### 4. Card Account and credit limit

- (a) HSBC Credit Card in its plastic card form and in its digital version (i.e. Mobile Credit Card) constitute one and the same Card and share the same Card Account.
- (b) All Mobile Credit Card Transactions will be billed to card statement of the HSBC Credit Card. There will not be a separate statement for your Mobile Credit
- (c) Your HSBC Credit Card in plastic card form and your Mobile Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for your Mobile Credit Card.

#### 5. Mobile Credit Card Transactions, no cash advance

- (a) You may make Mobile Credit Card Transactions where your Mobile Wallet is accepted for payment. We will not responsible if any retailer refuses to accept your Mobile Credit Card.
- (b) You cannot use your Mobile Credit Card for cash withdrawals or cash advance over the counter. A Mobile Credit Card cannot be linked to a bank account. Your Mobile Credit Card or Mobile Wallet may also be subject to certain transaction limits (for example, payment amount) imposed by retailers or payment terminals which do not normally apply to your HSBC Credit Card.
- (c) Your Mobile Wallet may not be accepted at all places where your HSBC Credit Card is accepted.

Additional Cardholder means an Additional Cardholder referred to in the Credit Card Terms.

Card Account means the Card Account referred to in the

Credit Card Terms means the credit card terms governing the supply and use of your HSBC Credit Card.

Device Passcode means the access passcode of your

Eligible Device means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Credit 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.

HSBC Credit Card means the credit card issued by us (whether as primary card or additional card) in plastic card form of such type and/or card scheme designated by us from time to time.

Mobile Credit Card means a digital version of your HSBC Credit Card which you store in the Mobile Wallet of your Eliaible Device.

Mobile Credit Card Transaction means any transaction effected by using your Mobile Credit Card.

Mobile Wallet means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Credit Card is stored.

Mobile Wallet Provider means provider of the Mobile Wallet in your Eligible Device, as designated by us from time

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 HSBC Credit Card

Effective from 15 January 2023

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.





## 滙豐Mobile信用卡之信用卡 條款附錄

#### 適用於在閣下合資格裝置的手機錢包中儲存的 Mobile信用卡

重要提示!閣下在儲存和使用Mobile信用卡前,請細閱本條款及細則以及信用卡條款。閣下儲存及使用Mobile信用卡,即被視為已接受本條款及細則以及信用卡條款,並受其約束。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. 本條款及細則補充信用卡條款

- (a) 信用卡條款適用於閣下的Mobile信用卡。信用卡條款中所指的「信用卡」及「信用卡交易」分別包括閣下的Mobile信用卡及Mobile信用卡交易。
- (b) 本條款及細則補充信用卡條款並兩者一併規 管閣下的Mobile信用卡。如本條款及細則與 信用卡條款的條文有任何不一致,概以本條 款及細則的條文為準。
- (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滙豐信用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信用卡條款。

### 2. 登記、儲存及啓動Mobile信用卡

- (a) 閣下可在手機錢包中儲存數碼形式的滙豐信 用卡(即Mobile信用卡),但前提是該滙豐 信用卡須為本行不時指定的種類及/或信用 卡計劃且信用狀況良好。
- (b) 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信用卡的數量(本行對 此並無控制權)。但是,本行可不時限制儲存 同一張滙豐信用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。
- (c) 閣下在手機錢包中登記及儲存Mobile信用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。
- (d) 閣下在手機錢包中登記Mobile信用卡,即被視為閣下同意本行按照閣下最後記錄在本行的電話號碼向閣下發送短訊用以核實及啟動用途。如最後記錄在本行的電話號碼不是閣下合資格裝置的電話號碼,短訊將會發送至最後記錄在本行的電話號碼而非閣下的合資格裝置。如本行未有閣下的電話號碼記錄,本行不能向閣下發送短訊,且在該等情況下,閣下應按核實歷的步驟核實及啟動Mobile信用卡。

#### 3. 閣下的責任

- (a) 如閣下不採取本行或手機錢包供應商不時建議 的安全防範措施,閣下須承擔就Mobile信用卡 或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,確保滙豐信用卡的詳 情及與閣下Mobile信用卡、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、 付款密碼、指紋及/或任何其它生物識別 憑據)有關保安細節的安全,並防止其遺 失、被竊或對其進行欺詐性使用:
  - (ii) 在任何情況閣下應小心保管及謹慎處理 閣下手機錢包及合資格裝置並妥為保管 在閣下的個人控制之下:
  - (iii) **不應**容許任何其他人士使用或登入閣下 的合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: 並只使用閣下的生物識別憑據來使用閣下 的Mobile信用卡或手機錢包:
  - (v) 如閣下有雙胞胎或長相相似的兄弟姊妹· **不應**使用面孔辨識功能來使用閣下的

Mobile信用卡或手機錢包,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;

- (vi) 如閣下正值青少年時期,由於面部特徵仍 處於迅速發育的階段,不應使用面孔辨識 功能來使用閣下的Mobile信用卡或手機 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、電話號碼、重覆或連續的數字或其他容易被猜測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下或與閣下的合資格裝置一同存放:
- (ix) 不應在裝有任何盜版、破解版、偽造或 未獲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) 定期更改裝置密碼或付款密碼,並使用字 母數字代碼為裝置密碼或付款密碼(如適 用):
- (xi) 如閣下已通過裝置密碼或指紋或其他生物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,並確保閣下更改了容易被猜測或與任何其他人士共用的任何裝置密碼,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) 在閣下處置合資格裝置(例如出售或給予他人)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信用卡;
- (xiii)按照第10條的規定,在閣下的Mobile信用

卡終止時從手機錢包中移除Mobile信用 卡。

- (b) 如閣下對任何其他人洩露閣下滙豐信用卡詳情、裝置密碼、付款密碼或與閣下合資格裝置、手機錢包及Mobile信用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信用卡被未經授權人士使用或用作未經授權目的而產生的風險及其後果。
- (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信用卡。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 雲惠先通知。
- (d) 閣下登記、儲存及使用Mobile信用卡須接通互 聯網、具備相容的電訊設備及流動電話服務計 劃(如適用)。

### 4. 信用卡戶口及信用額

- (a) 塑料卡形式與數碼形式 (即Mobile信用卡) 的 滙豐信用卡構成同一張信用卡並共用同一個信
- (b) 所有Mobile信用卡交易會誌入滙豐信用卡結 單。閣下的Mobile信用卡將不會有個別的結 單。
- (c) 閣下塑料卡形式的滙豐信用卡及閣下的 Mobile信用卡共用同一個信用卡戶口的信用 額。閣下的Mobile 信用卡將不會有個別的信用 額。

#### 5. Mobile信用卡交易、無現金貸款

- (a) 閣下可在接納手機錢包付款的情況下進行 Mobile信用卡交易。本行就任何零售商拒絕接 納閣下的Mobile信用卡概不負責。
- (b) 閣下不能使用Mobile信用卡於櫃檯提取現金或作現金透支。Mobile信用卡不能連接任何銀行賬戶。閣下的Mobile信用卡或手機錢包也可能受制於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滙豐信用卡。
- (c) 閣下的手機錢包有可能會在一些接納閣下滙豐 信用卡之地方不被接納。

### 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 合資格裝置並無控制權。因此,本行對手機錢 包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 信用卡)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 3(a)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

從速報告

(a) 如閣下發現或懷疑閣下的Mobile信用卡或合資格裝置遺失、被竊或遭未經授權持有、控制或使用,或認為他人使用了閣下的Mobile信用卡或合資格裝置,或發現閣下的合資格裝置、手機錢包或Mobile信用卡的保安細節,或閣下的滙豐信用卡、Mobile信用卡、手機錢包或合資格裝置的安全性以任何形式遭受損害,閣下須立即致電滙豐信用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) 在本行收到閣下Mobile信用卡遺失、被竊、外 洩或未經授權使用的報告前,以閣下的Mobile 信用卡進行的所有未經授權Mobile信用卡交 易,閣下均須負責。
- (c) 如閣下按本第7條報告Mobile信用卡遺失、被 竊、外洩或遭未經授權使用,則閣下就未經授 權的Mobile信用卡交易須承擔的責任最高為 [港幣500元]。但請注意,於下列情況該限額並 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信用卡或合資格裝置:或
  - (ii) 如閣下就使用或保管手機錢包、Mobile信用卡或合資格裝置有欺詐行為或嚴重疏

忽。如閣下未有採取本行就使用或保管手機錢包、Mobile信用卡或合資格裝置不時建議的任何安全防範措施,可能被視為閣下的嚴重疏忽。

### 8. 閣下的個人資料

閣下在手機錢包中登記、儲存及使用Mobile信用卡時,可能會向手機錢包供應商提供閣下的個人資料及滙豐信用卡資訊及交易詳情。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) 所有適用於閣下滙豐信用卡的利息、費用及收費亦適用於Mobile信用卡。
- (b) 閣下須承擔任何流動電話服務供應商、電訊供應商、零售商或手機錢包供應商就閣下儲存、啟動或使用Mobile信用卡或使用手機錢包及Mobile信用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信用卡

- (a) 如閣下欲終止Mobile信用卡,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信用卡。終止Mobile信用卡不會終止 塑料卡形式的滙豐信用卡,除非閣下按信用卡 持卡人合約同時終止了塑料卡形式的滙豐信用 卡。
- (b) 如閣下為滙豐信用卡基本卡持卡人·在未終止 塑料卡形式的滙豐附屬信用卡的情況下·閣下 不能終止附屬卡持卡人的Mobile信用卡。
- (c) 如閣下為Mobile信用卡基本卡持卡人,終止閣下的Mobile信用卡不會終止附屬卡持卡人的Mobile信用卡。
- (d) 本行有權按照信用卡持卡人合約暫停、限制或 終止閣下的滙豐信用卡。該等權利將延伸至閣 下的Mobile信用卡。如按照信用卡持卡人合約 暫停、限制或終止了閣下的滙豐信用卡,閣下的 Mobile信用卡亦將同時被暫停、限制或終止。
- (e) 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信用卡的使用。

- (f) 閣下或本行終止Mobile信用卡後,閣下須按照 手機錢包供應商提供的指示,將Mobile信用卡 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信用卡或對手機錢包有 任何問題,應聯絡手機錢包供應商。
- (g) 閣下須為所有Mobile信用卡交易負責,不論該 等交易是否經閣下授權,直至在終止Mobile信 用卡後,閣下將Mobile信用卡從閣下的手機錢 包及合資格裝置中移除。
- (h) 單獨終止Mobile信用卡不會影響塑料卡形式 的滙豐信用卡,並繼續受信用卡持卡人合約的 規限。

### 11. 更改本附錄

本行有權不時更改本條款及細則。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於更改生效日期前按第10條終止Mobile信用卡,並將Mobile信用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。
- (c) 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. 一般事項

如閣下有任何關於信用卡的問題或投訴,請致電閣下信用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。

### 定義

**附屬卡持卡人** 指信用卡條款中所指的附屬卡持卡人。

信用卡戶口 指信用卡條款中所指的信用卡戶口。 信用卡條款指規管提供及使用閣下的滙豐信用卡的信用

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信用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。

**滙豐信用卡** 指本行發出的該等類型的塑料卡形式信用卡 (不論基本卡或附屬卡)及/或本行不時指定的信用卡計

Mobile信用卡指在閣下合資格裝置的手機錢包中儲存數碼形式的滙豐信用卡。

Mobile信用卡交易指使用閣下的Mobile信用卡進行的任何交易。

手機錢包指儲存閣下Mobile信用卡的一款錢包應用程式,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。

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**指獲本行發出滙豐信用卡的人士。

由2023年1月15日起生效

(注意:如中文譯本與英文本在文義上出現分歧,概以英文本為準。)

