

**FUBON BANK****TERMS AND CONDITIONS FOR MOBILE CREDIT CARD**

(Effective date : 1 February 2025)

**These terms and conditions ("Terms and Conditions") apply when you add a credit card issued by Fubon Bank (Hong Kong) Limited (the "Bank") (a "Card") to a Mobile Wallet (as defined below), please read these Terms and Conditions carefully. Upon storing and using any of Mobile Credit Card, you will be deemed to have accepted all the Terms and Conditions and will be bound by them.**

These Mobile Wallet Terms supplement, are additional to, and are to be read together with the prevailing terms and documents applicable to your Card and/or accounts with us, including but not limited to:

(Relevant Terms are available at Fubon website : Personal --> Cards --> Forms and Terms / Other Useful Information)

- Fubon Bank VISA/MasterCard Cardholder Agreement
- FUBON BANK (HONG KONG) LIMITED and/or FUBON CREDIT (HONG KONG) LIMITED (each, a "Fubon Entity") Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and Consumer Credit Data
- Fubon Credit Card List of Service Charges
- Fubon Credit Card Key Facts Statement
- Credit Card Security Tips
- Credit Card User Note

**Enrollment, eligibility and use of credit card via mobile wallet****1. Definition of Interpretation**

1.1. In this Agreement, unless the context otherwise requires:

"Bank" means Fubon Bank (Hong Kong) Limited.

"You" and "Yours" means the person to whom the Bank issued a Fubon Credit Card.

"Credit Card" means the "Card" mentioned in Fubon Bank Visa/Mastercard Cardholder Agreement ("Cardholder Agreement").

"Credit Card Account" means the "Card Account" mentioned in Cardholder Agreement.

"Mobile Credit Card" means a digital version of your Fubon Credit Card which stored in the Mobile Wallet.

"Mobile Wallet" means a wallet app which you use to store your Mobile Credit Card, provided by Mobile Wallet Providers.

"Mobile Wallet Provider" means a provider of Mobile Wallet as the Bank may specify from time to time.

**2. These Terms and Conditions and Cardholder Agreement**

2.1. When you storing and / or using Mobile Credit Card in Mobile Wallet, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions.

- 2.2. Without prejudice to the Bank's Cardholder Agreement and prevailing terms foregoing (together "Applicable Terms"), these Terms and Conditions are supplementary to and shall form part of them that governs the use of your Card and shall operate together. The Applicable Terms may be updated from time to time, and they are still applicable to your physical Fubon Credit Card and Mobile Credit Card, including all interest, fees and charges.
- 2.3. In relation to the use of the Mobile Wallet, if there are inconsistency between these Terms and Conditions and Cardholder Agreement, these Terms and Conditions shall prevail.

### **3. Install and activate Mobile Credit Card**

- 3.1. You can install your Fubon Credit Card(s) into Mobile Wallet, provided that the card type is designated by us from time to time and such card is in a good condition.
- 3.2. When installing and activating your Fubon Credit Card(s) in Mobile Wallet, you should follow the instructions of the Mobile Wallet Provider (including identity verification) to install Mobile Credit Card. You may also be required to accept other additional terms and conditions provided by Mobile Wallet Provider, those terms and conditions govern the installation and usage of Mobile Credit Card and the usage of Mobile Credit Card.
- 3.3. Mobile Wallet Provider has the right to reject installation of any credit cards, or suspend, delete any Mobile Credit Cards that have been installed in Mobile Wallet. The Bank shall not be liable if you are unable to install Mobile Credit Card in Mobile Wallet for any reasons.
- 3.4. You acknowledge and agree that during the installation of Mobile Credit Card in Mobile Wallet, the Bank may provide your personal data, Fubon Credit Card information and transaction details to Mobile Wallet Provider on related services. You acknowledge and agree that the Mobile Wallet Provider and / or the third party partnering with the Mobile Wallet Provider can use and / or disclose the stored information the Bank provides them. Your personal data and information provided to the Mobile Wallet Provider are governed by the agreed terms and conditions between you and the Mobile Wallet Provider, which the Bank has no control of privacy and security of your personal data and information provided by to the Mobil Wallet Provider, and therefore the Bank shall not be liable for any storage format and usage provided by the Mobile Wallet provider.
- 3.5. You are required to connect mobile network connection when installing and use your Mobile Credit Card. You should bear all fees, charges and expense imposed by the mobile network operator for providing services to you to support the use of your Mobile Credit Card.
- 3.6. By the installation of Mobile Credit Card in Mobile Wallet, the Bank will send an "One-time Password" to your mobile phone number for verification and activation purpose. If the Bank does not have your valid mobile phone number for sending SMS, you are required to contact the Bank using the number displayed on the verification screen and follow the steps for the identity verification and the activation of Mobile Credit Card.

### **4. Your responsibilities**

- 4.1. You should take the security and precautionary measures that recommended by the Bank and the Mobile Wallet Provider from time to time to protect you Mobile Wallet. The Bank shall not be liable for any risk or loss which may arise from the usage of Mobile Wallet and / or Mobile Credit Card.
- 4.2. You should take appropriate security and precautionary measures as follows:
  - 4.2.1. DO NOT store any fingerprint or biometric credentials in your electronic devices. If you have already set up fingerprint or biometric credentials to access your electronic device, please remove any fingerprint or biometric credentials that do not belong to you.
  - 4.2.2. DO NOT use any numbers that can easily be guessed (e.g. HKID number, date of birth, phone number and repeated number) as Device Passcode.
  - 4.2.3. DO NOT use the same passcode with anyone.
  - 4.2.4. Change the Device Passcode and Payment PIN regularly.

- 4.2.5. Safeguard and keep carefully of your Mobile Wallet at any time, and make sure the log on information (including the login name and passcode) related to your electronic device and Mobile Wallet are confidentially kept. DO NOT allow anyone else to use or log on your electric device and Mobile Wallet.
- 4.2.6. DO NOT install or launch your Mobile Wallet from any electronic devices with any pirated, hacked, fake or unauthorized application or have reasons to believe the devices had security or stability compromised (e.g where the device has been “rooted” or its security system has been bypassed.)
- 4.2.7. Before disposing your electronic devices, which have been installed Mobile Credit Card (including selling or giving to someone else, passing to someone else for repairing or maintenance etc.), you are responsible for deleting the Mobile Credit Card and log on details of Mobile Wallet from the electronic devices.
- 4.3. You are solely responsible for any loss or damage incurred by you as a result of your failure to take the appropriate security and precautionary measures described above.

## 5. Credit Card Account

- 5.1. The physical card form and the digital form constitute one Credit Card Account and share same Credit Limit.
- 5.2. All transaction made via the Mobile Credit Card will be posted to the Fubon Credit Card Statement of the physical card which share the same credit card number.
- 5.3. When mentioning “Credit Card” in Cardholder Agreement, it includes Mobile Credit Card. All interest, fees and charges apply to your Fubon Credit Card also apply to Mobile Credit Card.

## 6. Loss, Theft or misuse

- 6.1. If you have lost your electronic devices which have been installed Mobile Wallet or Mobile Credit Card, or discovering your Mobile Credit Card has been unauthorized use or control, or believe the log on details or the security of electronic devices or Mobile Wallet has been compromised, you must call Fubon Bank card report lost Customer Service Hotline at **2512 1131** immediately, and require to suspend, cancel or terminate your Mobile Credit Card.
- 6.2. Your liability for unauthorized transactions:
  - 6.2.1. You will be reliable for all unauthorized transactions made via your Mobile Credit Card before the Bank receives the report of the loss, theft, disclosure or unauthorized use of your Mobile Credit Card.
  - 6.2.2. After successful report to the Bank relate to the report loss, theft, disclosure or unauthorized use of Mobile Credit Card according to clause 6.1, then you will not be liable for the unauthorized transactions made via Mobile Credit Card. **But please note, the following situations DO NOT apply (which means you are liable for full amount) :**
    - 6.2.2.1. If you are knowingly (whether voluntary or not) allow someone else to use your Mobile Wallet and Mobile Credit Card; or
    - 6.2.2.2. If you have committed fraud or gross negligence in using or safeguarding the Mobile Wallet and Mobile Credit Card; or
    - 6.2.2.3. If you do not take the appropriate security and precautionary measures that recommended by the Bank from time to time in using or safeguarding the Mobile Wallet and Mobile Credit Card (including clauses 4, 6.1 and 7.4 of these Terms and Conditions), will be considered as gross negligence by you.

## 7. Suspend and terminate the use of Mobile Credit Card

- 7.1. You can terminate the usage of Mobile Credit Card at any time, the termination of Mobile Credit Card will not terminate the physical form of Fubon Credit Card. Unless you have terminated your physical card of Fubon Credit Card, otherwise, the physical form of Fubon Credit Card is still being governed by the Cardholder Agreement.
- 7.2. The Bank reserves the right to suspend, cancel or terminate the credit card account in accordance with the Cardholder Agreement, the right will extend to your Mobile Credit Card. Unless otherwise required by applicable

law, the Bank will (but is not obliged to) notify you in advance of this, the Bank shall not be liable for any damage or loss which may arise from the actions described above.

- 7.3. The Mobile Wallet Provider also reserves the right to suspend or terminate your Mobile Credit Card with or without any reasons or notice. The Bank shall not be liable for any loss suffered or incurred, directly or indirectly, as a result of any actions described above.
- 7.4. Regardless any reasons to terminate your Mobile Credit Card as described above, you should remove your Mobile Credit Card from your electronic devices as instructed by the Mobile Wallet Provider.

## **8. Limitation of Bank's liability**

- 8.1. Your Mobile Wallet is provided by Mobile Wallet Provider, and the Bank shall not be liable for its usage and function. The bank also has no control over the Mobile Wallet platform or your electronic device. The Bank shall not be liable for any losses that may be incurred as a result of any disturbance, obstruction or inability to use a Mobile Credit Card.
- 8.2. You agree and acknowledge the Bank is not the Mobile Wallet Provider, the Bank is not responsible for and does not provide support or assistance for the Mobile Wallet Service, any third party hardware or software or other products or services. If you need any technical assistance, you should contact Mobile Wallet Provider.
- 8.3. The Bank shall not be liable for any breach of contract by any Mobile Wallet Provider or any third party.
- 8.4. If you fail to take appropriate security and precautionary measures (including clauses 4, 6.1 and 7.4 of these Terms and Conditions), the Bank will not be responsible for or refund you for any unauthorized transaction under such circumstances.

## **9. Rights of Third Parties**

No person other than the Bank and you will have any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) under the laws of Hong Kong to enforce or enjoy the benefit of any terms of these Terms.

## **10. Amendments to the Terms**

The Bank reserves the right to amend and revise these Terms and Conditions at any time. The Bank will give you advance notice through such means as the Bank deem appropriate, such amendments will become effective and binding on you on the effective specified by the Bank. This constitutes your acceptance of such amendments if you retain and / or use the Mobile Credit Card from the effective date of amendments. If you do not accept any proposed amendments, you must cancel your Mobile Credit Card prior to the effective date of related amendments.

## **11. Governing law and language**

- 11.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. Both the Bank and you agree that the courts of the Hong Kong Special Administrative Region shall have jurisdiction over them.
- 11.2. The Chinese version of these Terms and Conditions is for reference only. The English version is the governing version and shall prevail in the event of any inconsistency.