



## TERMS AND CONDITIONS FOR USING YOUR CARD THROUGH A SAMSUNG PAY MOBILE WALLET (“MOBILE WALLET”)

You can download a copy of the document anytime at <https://av.sc.com/hk/content/docs/hk-samsung-pay-tnc.pdf>

- 1) These terms and conditions (“Mobile Wallet Terms”) form a binding agreement between you and the Bank and govern your access to and use of your Card through a Mobile Wallet.
- 2) By proceeding to enroll your Card to the Mobile Wallet, you agree to be bound by these Mobile Wallet Terms. If you do not agree to these Mobile Wallet Terms, then you should not enroll your Card to, or use your Card in connection with, the Mobile Wallet.
- 3) These Mobile Wallet Terms supplement, are additional to, and are to be read together with the prevailing terms applicable to your Card and/or accounts with us, including the:
  - a) Client Terms;
  - b) Credit Card Terms; and
  - c) Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data (“Notice”) (collectively, the “Relevant Terms”).

Relevant Terms are available at <https://www.sc.com/hk/credit-cards/terms-and-conditions.html>

## ENROLLMENT, ELIGIBILITY AND USE OF YOUR CARD THROUGH A SAMSUNG PAY MOBILE WALLET

- 4) To enroll a Card, please follow the enrollment instructions set out in the Mobile Wallet. Your enrollment will be declined if the card is not eligible for this service, you fail the authentication process, or if your Card or underlying Card account is not in good standing or conducted in a proper or satisfactory manner as determined by us in our absolute discretion. During enrollment, you must provide us with accurate, complete and updated information. You must immediately notify us in the event of any change in the information provided. You are responsible for any consequences if inaccurate, incomplete or outdated information is used for enrollment.
- 5) For Card accounts which have supplementary cards, only the principal card should be enrolled. We will treat any enrollment of the supplementary card, and any amounts charged to the supplementary card through the Mobile Wallet, as transactions on the Card by the principal cardholder, and the charges may be reflected as such in the statements for such Card accounts. We will send all notifications only to the principal cardholder’s registered mobile phone number with us, and this includes any verification or authentication messages on which action may be required. If action is required, we may choose to only accept a response from the principal cardholder or via the principal cardholder’s registered mobile phone number with the bank failing which a pending enrollment or transaction may be rejected.
- 6) A Card enrolled to the Mobile Wallet can be used to make contactless payments through Near Field Communication (NFC) or Magnetic Secure Transmission (MST) at merchants who accept such contactless payments by the Mobile Wallet or an in-app where payment by the Mobile Wallet is accepted. Such payment must be made through the Card enrolled to the Mobile Wallet on your Device rather than transacting with your physical Card. We may impose a cap on the amount per transaction entered into through the Mobile Wallet.
- 7) We currently do not impose any additional fees for using your Card through the Mobile Wallet. However, your telecommunications or wireless provider may impose web-enablement, data usage, text messaging fees or other charges for your use of the Mobile Wallet. You shall be solely responsible for such charges. If you are traveling overseas, you should ensure you fully understand what and how much these charges are.
- 8) We will determine, in our sole discretion, which Cards will be eligible for use through the Mobile

Wallet. We reserve the right to decline any enrollment of a Card to a Mobile Wallet.

- 9) The Mobile Wallet is made available by the Mobile Wallet Provider on compatible Devices. There are some things that we are not responsible for because they are out of our control or they relate to how the Mobile Wallet works or some other system that the Mobile Wallet Provider uses works which includes but is not limited to (i) the performance or operation of your Device; (ii) the performance or operation of the Mobile Wallet; and (iii) the Mobile Wallet Provider stops or suspends you from using the Mobile Wallet or your Device no longer works with the Mobile Wallet.

## LIABILITY

- 10) You must keep your Card details, including but not limited to the Card number, expiry date, cardholder name and CVV number safe. You should not let anyone else use your Card. You should keep your Card and Card details secure (including keeping it in a safe place).
- 11) You are responsible for keeping your Security Credentials confidential and preventing fraudulent or unauthorised usage of your Card through the Mobile Wallet or Device. This includes choosing a strong login password, keeping your login password confidential and ensure that you do not store anyone else's finger print, iris image or biometric information within your Device. Examples of how to keep your Security Credentials safe are set out in the guidelines and terms and conditions that we or the Mobile Wallet Provider may issue from time to time. You must read through these carefully and ensure you follow them.
- 12) The Security Credentials will be treated as Card details. Consenting to another person using your Card details or Device by allowing them to register their login password, finger print, iris image or biometric information in your Device will be treated as you failing to keep your Card details and Security Credentials safe. The consequences of failing to keep your Security Credentials safe will be the same as for all other Card details (for example, we may not be liable to refund you for unauthorised transactions where you consent to them being used by others).
- 13) It is optional for you to add your signature in the Device, which will be stored in the Device and used solely for signature verification purpose by merchants. The Bank, the Mobile Wallet Provider as well as the Mobile Wallet Provider's sub-contractors, agents and affiliates would not be able to assess your signature specimen stored in the Device. In the event that you do not provide your signature, it is possible that you are not able to conduct transaction through MST. The Bank accepts no liability and will not be liable for any compensation or consequences related to the using of cardholder-provided-signature. Cardholder shall be fully responsible for the providing of own signature in the Device.
- 14) It is your responsibility to report to us immediately when you suspect or come to realise that:
- a) Your Card or Device has been lost, stolen or tampered with.
  - b) Someone else knows your Security Credentials.
  - c) There has been unauthorised access to your Card, Security Credentials or Mobile Wallet.
- 15) You must delete your Cards from Mobile Wallet before you dispose of your Device or pass your Device temporarily to someone else, for example, for it to be repaired.
- 16) You agree to be liable for all instructions or transactions effected on your Card through the Mobile Wallet which are posted to your Card account regardless of whether or not the transaction was properly authorised by you. In this regard, you acknowledge the ease with which unauthorised transactions may be carried out through the Mobile Wallet and accept all risks associated with such transactions. All such instructions and transactions are irrevocable and binding on you.
- 17) Without prejudice to the generality of the above, your liability for disputed transactions on your Card through the Mobile Wallet effected after such loss, theft (including loss or theft of your Device), unauthorised use or disclosure is as set out in our Client Terms, in the section entitled "Liability for transactions" and in our Credit Card Terms, in the section entitled "Liability". In the absence of fraud, negligence or default on your part, you shall not be liable for any proven unauthorised transaction carried out through the Mobile Wallet.

## PRIVACY AND SHARING OF DATA

- 18) Unless restricted by applicable law, you agree that we may from time to time collect, disclose and store and use technical, transactional, location or other general or personal information / data relating to you and your use of the Card through the Mobile Wallet, including any information communicated to us relating to your use of the Card and/or Mobile Wallet. You further agree that we may use and disclose for such purposes and to such persons (whether within or outside Hong Kong) as may be in accordance with our Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data ("Notice"), including to (a) the Mobile Wallet Provider that supports the Card as well as the Mobile Wallet Provider's sub-contractors, agents and affiliates and where required, their regulators and authorities; and (b) the relevant payment network stated on your Card and the

payment network's sub-contractors, agents and affiliates and where required, their regulators and authorities. Mobile Wallet Provider does respect your privacy and will be responsible for obtaining your consent to use your data in accordance with Mobile Wallet Provider's privacy policy.

To learn more about Mobile Wallet Provider's privacy practices, please review such notice in the Samsung Pay App by clicking "Settings", "About Samsung Pay" and "Privacy Notice"

- 19) We will also make certain account and transactional information relating to each enrolled Card available for display on your Mobile Wallet, and this may include information such as your most recent transactions or other data relating to you and/or the enrolled Card. Where applicable, you may be able to customize or decline having such data displayed on your Mobile Wallet, please check with your Mobile Wallet Provider on whether you can turn off this feature manually.
- 20) Notification messages will be sent to you through the Mobile Wallet by us from time to time for services notification or alerting you on any security or precautionary measures as deemed necessary by us. Such messages if successfully sent will be deemed having reached you simultaneously and therefore effective. You are strongly advised not to deactivate the notification function of the Mobile Wallet to receive such messages.

## **SUSPENDING/RESUMING/REMOVING/REPLACING/RENEWING YOUR CARD IN THE MOBILE WALLET, PERFORMING TRANSACTIONS**

- 21) In the case of a lost phone, you can use an application developed by your Mobile Wallet Provider to find, locate and wipe the entire content of your device. You can also contact us to suspend or resume your Card in the Mobile Wallet.
- 22) Where your Card is replaced due to a reported loss, theft or fraud, the original Card will be rendered inactive from your Mobile Wallet by us. Upon receipt of your replacement Card, you will have to re-enroll the replacement Card for your Mobile Wallet.
- 23) You can remove your Card from the Mobile Wallet by deleting it from your Mobile Wallet. Once you have removed your Card from the Mobile Wallet, you will have to re-enroll your Card if you wish to use it through the Mobile Wallet again.
- 24) Should you remove your Card from the Mobile Wallet, or contact us to suspend your Card in the Mobile Wallet, you may still continue to use your physical Card for transactions and purchases other than through the Mobile Wallet, provided your Card account with us is valid, subsisting and in good standing.
- 25) When you erase/restore your device, your Card from the Mobile Wallet will be deleted, and you will have to re-enroll the Card for your Mobile Wallet again.
- 26) For security reasons, from time to time you may be asked to re-enroll your Card to the Mobile Wallet. If you do not do so upon such request, you will not be able to use your Card for any purchase through the Mobile Wallet.
- 27) When your Card is close to its expiry date, we will send you a renewal Card. Upon your activation of the renewal Card, we will automatically update the renewal Card information in your Mobile Wallet and you will not be required to enroll your renewal Card.
- 28) For security reasons, from time to time you may be required to unlock your device to perform transactions.

## **CHANGES TO PARTICIPATION IN THE MOBILE WALLET AND MOBILE WALLET TERMS**

- 29) Subject to applicable laws and regulation, we may (i) terminate your use of the Card through the Mobile Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using the Card through the Mobile Wallet, (iii) change a Card's eligibility for use through the Mobile Wallet and/or (iv) change the Card authentication process at any time.
- 30) If we have canceled or suspended your Card in accordance with the Credit Card Terms and/or Client Terms, you will not be allowed to use it through your Mobile Wallet. Please note that this is the case even though you may still see a symbol for the Card on your Mobile Wallet or Device.
- 31) The Bank reserves the right to amend, add or delete at any time these Mobile Wallet Terms by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including without limitation, use of direct mailing material, advertisement, website display or electronic communication such as electronic mail or electronic messages through Mobile Wallet. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using, accessing and/or operating the Mobile Wallet.

## INTELLECTUAL PROPERTY

- 32) The copyright of the contents, including patents, trade secrets, trademark, service marks, images, graphics, logos displayed (collectively intellectual property) are either owned by or licensed to us or the Mobile Wallet Provider. You do not acquire any ownership to the intellectual property by enrolling or using your Card through the Mobile Wallet. You agree not to (i) use, modify, disseminate, edit, adapt or reproduce such intellectual property without our prior consent; or (ii) challenge their validity or our ownership of or rights to them.

## DISCLAIMERS

- 33) We are not the provider of the Mobile Wallet and we do not give any warranty over the use of the Mobile Wallet. We are not responsible or liable in any manner whatsoever for any delay or failure in using the Mobile Wallet for any transaction. You acknowledge that your use of the Card through the Mobile Wallet may be disrupted or terminated for reasons outside of our control, and we will not be liable for any claim arising from or related to your use of (or failure to use) your Card through the Mobile Wallet. We are not responsible for the performance of the Mobile Wallet Provider or any other third parties regarding any arrangement or agreement you enter into with them in relation to the Mobile Wallet. The speed and reliability of service of your internet or mobile connection is dependent solely on your respective internet and/or mobile service providers and we are not responsible for the same.
- 34) You shall indemnify and keep us fully indemnified against any loss, damage, liability, cost and expense which we may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with your enrollment and use of your Card through the Mobile Wallet, including but without limitation, our enforcement of these terms and conditions, save to the extent such loss arises from our own negligence, fraud or willful default.
- 35) You shall ensure that you comply with all applicable laws and not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation in any jurisdiction to which you are subject. We will not be responsible for your illegal or unauthorised use of the Card or Mobile Wallet. You agree not to carry out any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of the Card or Mobile Wallet, including circumventing or attempting to circumvent any user authentication or security measures that have been put in place in this respect.
- 36) If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## MEANING OF WORDS

Words in capitals not otherwise defined here are defined and explained in the Relevant Terms.

**Bank:** Standard Chartered Bank (Hong Kong) Limited.

**Card:** Selected credit cards, issued by the Bank to individuals which are eligible for enrolment in the Mobile Wallet. Credit cards which have been issued to businesses are not eligible for enrolment in the Mobile Wallet.

**Device:** An electronic device such as a computer, smart phone, tablet, smart watches, or other such device.

**Mobile Wallet:** An application of a Device that allows you to enrol your Card and use your Card to make commercial purchases through such Device rather than transacting with your physical Card, whether through the internet or at a physical store.

**Mobile Wallet Provider:** Third party technology provider who owns the Mobile Wallet, their sub-contractors, agents and affiliates. For Samsung Pay, the Mobile Wallet Provider is Samsung Electronics H.K. Co. Ltd..

**Security Credentials:** Your user ID, login password, finger print(s), iris image(s) or other such biometric technology which are required to access your Mobile Wallet.

**We or Us:** The Bank.

**You or Your:** Principal Cardholder of a Bank-issued credit card.



## 透過 SAMSUNG PAY 電子錢包 (「電子錢包」) 使用信用卡之條款及細則

您可以在任何時候於 <https://av.sc.com/hk/content/docs/hk-samsung-pay-tnC.pdf> 下載文件副本

- 1) 本條款及細則 (「電子錢包條款」) 就閣下透過電子錢包使用信用卡，建立與銀行間具約束力的協議。
- 2) 如閣下以信用卡註冊電子錢包，代表閣下同意受本電子錢包條款約束。如閣下不同意本電子錢包條款，請勿將閣下的信用卡註冊，或連結至電子錢包。
- 3) 本電子錢包條款為附加條款，應與您的信用卡/賬戶之現行條款一併閱讀，包括：
  - a) 客戶條款；
  - b) 信用卡條款；及
  - c) 「關於《個人資料 (私隱) 條例》(「條例」) 及《個人信貸資料實務守則》致客戶及其他個別人士的通知」(「通知」)(統稱「相關條款」)

相關條款可於 <https://www.sc.com/hk/credit-cards/terms-and-conditions.html> 瀏覽

## 透過 SAMSUNG PAY 電子錢包使用信用卡、註冊及權限

- 4) 請根據電子錢包內的註冊指引註冊信用卡。如信用卡不適用本服務、未能通過認證、或在本行的絕對權利下認為閣下的信用卡/其相關卡賬戶沒有良好信譽、或未有以正確或令人滿意的態度使用，閣下的註冊將被拒絕。註冊過程中，閣下必須提供準確、完整及最新的資料。如閣下提供的資料有任何更新，請立即通知本行。如註冊過程中提供的資料不準確、不完整或不是最新，閣下需要承擔一切後果。
- 5) 擁有附屬卡的信用卡賬戶，只能為主卡註冊。本行將視附屬卡的註冊、及透過電子錢包以附屬卡支賬的所有款項為主卡持有人的交易，賬項亦會在主卡持有人的月結單內顯示。所有提示訊息只會傳送到主卡持有人登記的流動電話號碼，包括所有驗證及認證訊息，這類訊息或需要持卡人作出行動。如需要作出行動，本行可能只會接受主卡持有人、或透過主卡持有人登記之流動電話號碼的回覆。如未能完成，註冊或交易或會被拒絕。
- 6) 已註冊電子錢包的信用卡，可於接受近場通訊或磁條讀卡器驗證功能之感應式支付的商戶使用電子錢包付款或透過允許使用電子錢包的應用程式付款。此類交易必須透過閣下裝置上已註冊電子錢包的信用卡進行而非使用實體卡。本行有可能為電子錢包的每次交易設立上限。
- 7) 本行現不就透過電子錢包使用信用卡收取額外費用。但使用電子錢包時，閣下的電訊服務供應商或無線服務供應商可能就互聯網使用、數據用量、短訊或其他服務收費。閣下需要全權負責上述費用。如閣下到海外旅遊，請確保閣下明白及知悉上述費用之收費方式。
- 8) 本行有權決定信用卡是否適用於電子錢包。本行保留拒絕任何信用卡註冊為電子錢包的權利。
- 9) 電子錢包服務是由電子錢包供應商在適用的流動裝置上提供。本行不能為部分項目負上責任，當相關項目並不由本行控制；或這些項目關係到電子錢包的運作；或該系統由電子錢包供應商所控制，包括但不限於 (i) 相關流動裝置的表現或操作；(ii) 相關電子錢包的表現或操作；及 (iii) 電子錢包供應商停止或禁止閣下使用電子錢包或閣下的流動裝置不再支援電子錢包。

## 責任

- 10) 閣下必須妥善保管閣下的信用卡資料，包括但不限於信用卡號碼、信用卡有效期、持卡人姓名及 CVV 信用卡檢查碼。閣下不應讓任何人使用閣下的信用卡，並應確保信用卡及信用卡資料保密 (包括放置在安全的地方)。
- 11) 閣下有責任為安全認證保密，並預防任何不誠實或未經授權使用閣下電子錢包內的信用卡或閣下的流動裝置。包括選用一個高強度密碼，將閣下的密碼保密和確保不會在閣下的流動裝置中儲存他人的指紋、虹膜影像或生物辨識記錄。有關如何保障閣下的安全認證的例子將會不定期於本行或電子錢包供應商的指引及條款中列出。閣下必須仔細閱讀及遵守有關指引及條款。
- 12) 安全認證會被視為信用卡資料。容許他人使用閣下的信用卡資料或在閣下的流動裝置中登記他人的登入密碼、

指紋、虹膜影像或生物辨識記錄，將被視為閣下沒有確保信用卡資料及安全認證保密。沒有確保閣下的安全認證保密的後果將會跟沒有保密其他信用卡資料的後果相同。(例如，本行可能不會就閣下容許其他人使用但未經授權的交易進行退款。

- 13) 閣下可選擇把簽名加入並儲存於裝置內；該資料只會被商戶用作核對簽名之用。本行、電子錢包供應商及由電子錢包供應商管理及授權的承辦商、代理及分支機構皆不會存取閣下裝置內的簽名。閣下有可能因未有提供簽名而不能進行磁條讀卡器驗證功能之感應式支付。本行並不會因閣下提供簽名而招致的任何損失或結果負上任何責任。閣下應承擔一切有關於裝置提供簽名之結果。
- 14) 如發現或懷疑以下情況，閣下有責任立即通知本行：
  - a) 閣下的信用卡或裝置遺失、被偷竊、或被修改；
  - b) 其他人知道閣下的安全認證；
  - c) 信用卡、安全認證或電子錢包曾被其他人未經授權使用。
- 15) 閣下必須於棄置流動裝置或將流動裝置短暫給予他人前把電子錢包內的信用卡移除，例如，手機進行維修期間。
- 16) 閣下同意為閣下的信用卡賬戶內所有透過電子錢包的信用卡指示或交易負責，無論是否經閣下正當授權。即是，閣下明白電子錢包在未經授權使用並接受相關交易所帶來的風險。上述指示及交易不能撤銷，並由閣下負責。
- 17) 在不損害上述基本權益的情況下，閣下在透過電子錢包使用信用卡所產生的有爭議交易，例如遺失、被偷竊(包括裝置的遺失或被偷竊)、未授權使用或洩露的責任已在信用卡條款內“責任”條目下的“交易的責任”列出。在閣下沒有欺詐、疏忽或違約的情況下，閣下不需為任何被證實為非授權的電子錢包交易負責。

## 私隱及分享個人資料

- 18) 除非受相關法律限制，閣下同意本行或不定期收集、披露、儲存及使用有關閣下透過電子錢包使用信用卡的技術問題、交易、地區或其他基本或個人資訊，包括任何有關閣下使用信用卡及/或電子錢包的資訊。閣下亦同意本行將不定期根據“關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知”所列出的目的及人士(不論在香港與否)使用及分享，包括(a)支援信用卡的電子錢包供應商及由電子錢包供應商管理及授權的承辦商、代理及分支機構，及按其監管機構及授權人仕的要求提供；及(b)閣下的信用卡之支付網絡及由支付網絡管理及授權的承辦商、代理及分支機構，及按其監管機構及授權人仕的要求提供。電子錢包供應商尊重閣下的私隱且有責任根據電子錢包供應商的私隱條款於使用閣下的資料前預先得到閣下同意。有關更多電子錢包供應商之私隱條款，請於Samsung Pay App中點選“設定”，“關於Samsung Pay”，“私隱通知”瀏覽。
- 19) 我們亦會把已註冊信用卡之部分賬戶資料及交易資訊於閣下的電子錢包中顯示。當中可能包括以下資訊，例如閣下最近之交易紀錄或其他有關閣下和已註冊信用卡之相關資訊。如適用，閣下可以於電子錢包中變更或移除有關顯示資訊，請聯絡閣下的電子錢包供應商查詢閣下可否關閉這個功能。
- 20) 本行將不定時透過電子錢包應用程式，以推播通知提示本行認為必要的安全或預防措施。成功傳送的訊息將被視為閣下已收妥並即時生效。強烈建議不要關閉電子錢包的推播訊息功能以收取上述訊息。

## 暫停/恢復/移除/更換/更新電子錢包內的信用卡/進行交易

- 21) 在遺失電話的情況下，閣下可以使用電子錢包供應商開發之應用程式尋找，定位及移除所有電話內之資訊。閣下也可以聯絡本行暫停或恢復電子錢包內的信用卡。
- 22) 若閣下的信用卡因遺失、被偷竊或詐騙而需要更換，本行將把閣下原來電子錢包內的信用卡停用。閣下收到新卡後需要以新卡重新註冊電子錢包。
- 23) 若要移除電子錢包中的信用卡，閣下可直接把之從電子錢包中刪除。閣下一旦從電子錢包中移除了信用卡，將需要重新註冊該卡以使用電子錢包。
- 24) 若閣下從電子錢包中直接移除了信用卡或聯絡我們暫停信用卡於電子錢包的功能，只要該信用卡仍然在使用期內、有效及信譽良好，閣下仍然可以使用實體卡交易及購物。
- 25) 若閣下刪除/重設裝置，電子錢包內的信用卡將被刪除，閣下需要重新為信用卡註冊電子錢包。
- 26) 基於安全理由，閣下會不定時被要求重新為信用卡註冊電子錢包。若不按要求重新註冊，閣下將不能透過電子錢包使用該信用卡。
- 27) 本行會在閣下的信用卡有效日期屆滿前，將新的信用卡寄給閣下。當閣下啟用新卡後，我們會自動更新電子錢包內的信用卡資料，閣下不需要重新註冊該信用卡。
- 28) 基於安全理由，閣下有可能不定時被要求將電話解鎖以進行交易。

## 電子錢包使用權及電子錢包條款的改變

- 29) 根據相關法律及規範，本行可(i)終止閣下透過電子錢包使用信用卡、(ii)更改或暫停閣下透過電子錢包使用信用卡的交易方式或金額、(iii)改變信用卡使用電子錢包的權限及/或(iv)任何時候改變信用卡的認證過程。
- 30) 如本行根據信用卡條款及/或客戶條款取消或暫停閣下的信用卡，閣下將不能透過電子錢包使用該信用卡，即使電子錢包或裝置上仍顯示有該信用卡的圖像。
- 31) 本行保留任何時候更改、增加或删除本電子錢包條款的權利，並會於更改前以本行認為合適的時間及方式通知閣下，通訊方式包括但不限於郵件、廣告、網站通告或電子通訊，例如電子郵件或透過電子錢包發送的電子訊息。閣下確認並同意在開啟及/或使用電子錢包時留意並遵守相關更新、增加及/或删除的條款。

## 知識產權

- 32) 內容的版權，包括專利、商業機密、商標、服務標記、圖像、圖案、顯示的標誌 (集體知識產權) 由本行或電子錢包供應商擁有或註冊。閣下不會因為透過電子錢包註冊或使用信用卡而得到相關版權。閣下同意不會未經本行同意(i)使用、更改、傳播、編輯、改編或重製上述知識產權；或(ii)質疑其有效性或我們的擁有權或權利。

## 免責聲明

- 33) 本行並不是電子錢包的供應商，我們不能保證電子錢包能有效使用。本行並不會因使用上的任何延誤或未能使用電子錢包作任何交易而負上任何責任。閣下明白透過電子錢包使用信用卡時或會在本行不能控制的情況下被干擾或中止，本行不會為閣下透過電子錢包使用 (或未能使用) 信用卡而產生的索贖負上任何責任。本行不會因電子錢包供應商的表現或閣下與第三方跟電子錢包相關的安排及協議負責。閣下的互聯網速度及可靠性或流動連接僅依賴閣下相關的互聯網及/或流動服務供應商，本行同樣不會負上責任。
- 34) 閣下在註冊及透過電子錢包使用信用卡時，導致本行可能遭受或產生的任何損失、損壞、責任、成本及費用 (包括作為賠償的訴訟費)，閣下需要賠償及讓本行完全免責，包括但不限於本行執行本條款及細則。除非相關損失是由本行自身的疏忽、欺詐或故意違約引致。
- 35) 閣下應確保遵守所有適用的法律，在任何司法管轄區不作出或參與、鼓勵、誘使、招攬或宣傳任何犯罪行為，引起民事責任或觸犯任何法律或法規。本行不會為閣下的非法或未獲授權使用信用卡或電子錢包負責。閣下同意不會作出任何行動、或使用任何裝置、軟件或方法干擾或意圖干擾信用卡或電子錢包的正常操作，包括規避或意圖繞過任何已設置的身份認證及安全措施。
- 36) 如中英文條款有所差異，一概以英文版本為準。

## 詞語釋義

未有在此定義的詞語，已在相關條款中定義及解釋。

**銀行/本行：**渣打銀行 (香港) 有限公司。

**信用卡：**由本行發行給個別客戶，適用於註冊電子錢包的的特選信用卡。發行給商業機構的信用卡不適用於註冊電子錢包。

**裝置：**電子裝置例如電腦、智能電話、平板電腦、智能手錶或其他同類裝置。

**電子錢包：**裝置內的應用程式，容許閣下在裝置上註冊及使用信用卡於互聯網或實體商店內購物，而非使用實體信用卡。

**電子錢包供應商：**持有電子錢包的第三方技術供應商，及他們的外判公司、中介公司及分支機構。Samsung Pay 之電子錢包供應商為三星電子香港有限公司。

**安全認證：**閣下用以使用電子錢包的用戶帳號、登入密碼、指紋、虹膜影像或其他同類生物辨識科技。

**我們：**本行。

**閣下：**本行發行之信用卡的主卡持有人。