

交通銀行太平洋信用卡 一次性密碼網上交易驗證服務之條款及細則

交通銀行（香港）有限公司（「本行」）根據下述之條款及細則為持卡人提供交通銀行Visa信用卡一次性密碼網上交易驗證服務（「驗證服務」）。除非本條款及細則另有說明，否則本條款及細則中使用的大寫詞語，均以交通銀行太平洋信用卡持卡人合約（「持卡人合約」）內所賦予的涵義為準。

1. 持卡人合約的補充

本條款及細則補充持卡人合約並構成持卡人合約一部份。凡本條款及細則與持卡人合約條文有關驗證服務的部份出現任何不一致情況，則概以本條款及細則的條文為準。

2. 接受條款

- 2.1 本行提供給持卡人的驗證服務是受本條款及細則及持卡人合約所約束。本行有權不時按持卡人合約更改本條款及細則。
- 2.2 若持卡人使用或繼續使用此卡，即構成持卡人同意及接受本條款及細則所約束。
- 2.3 除非另行明確訂明，任何加強、提升或以其他方式更改此驗證服務的新增項目，均須受本條款及細則規限。

3. 驗證服務說明

驗證服務是一項由本行提供的服務，本行透過要求持卡人使用一次性密碼（「一次性密碼」）核實其身份，藉此為持卡人在互聯網上或透過電訊的方式使用信用卡或信用卡賬戶號碼時提供保障。本行將以短訊形式傳送一次性密碼到持卡人於申請信用卡已向本行登記的流動電話號碼（或其後更新或登記的流動電話號碼）。當持卡人有意使用其信用卡或信用卡賬戶號碼在任何同意參與驗證服務的商號（統稱「驗證服務商號」）的網站上或透過其他電訊方式使用驗證服務進行交易（統稱「驗證交易」）時，持卡人必須輸入一次性密碼來進行驗證。若持卡人不能提供一次性密碼或使用驗證服務之驗證失敗，驗證服務商號可能不接受信用卡或信用卡賬戶號碼用作支付有關驗證交易。

4. 流動電話服務供應商

- 4.1 持卡人確認明白當持卡人身處外地或使用外地流動電話網絡時可能因流動電話服務供應商所提供的服務而未能接收一次性密碼的短訊。持卡人亦同意本行對有關任何流動電話網絡表現導致的損失概不承擔任何責任。
- 4.2 持卡人確認明白流動電話服務供應商可能就接收一次性密碼短訊向持卡人收取費用，持卡人亦同意本行對該費用概不承擔任何責任。
- 4.3 持卡人確認明白一次性密碼短訊可能因流動電話服務供應商的網絡情況而有所延誤。因任何流動電話服務網絡之表現而導致一次性密碼短訊接收延誤或未能被發送所引致持卡人的損失，本行概不承擔任何責任。
- 4.4 驗證服務所需的一次性密碼短訊只會發送至持卡人向本行登記（或其後更新）的流動電話號碼。持卡人確認明白即使持卡人已啟動流動電話服務供應商提供的短訊轉駁服務，一次性密碼短訊亦可能不會被轉駁至其他流動電話號碼。

5. 持卡人資料之準確性

持卡人承諾維持及即時向本行更新持卡人資料（包括但不限於流動電話號碼），並保持持卡人資料真實、準確、更新及完整，並於本行提出要求後，向本行提供本行認為適合的資料。若持卡人提供任何不真實、不準確、並非最新或完整的持卡人資料，或本行有合理理由懷疑持卡人提供的持卡人資料不真實、不準確、並非最新或完整（包括但不限於持卡人提供的資料與本行記錄有互相抵觸之情況），本行有權暫停、終止或拒絕持卡人在現時或將來使用驗證服務及/或進行任何驗證交易。

6. 持卡人資料之披露

- 6.1 持卡人謹此授權本行使用本行不時管有，並由持卡人提供有關驗證服務之任何資料，及就有關驗證服務向其他有關第三者披露該等資料。
- 6.2 持卡人確認明白及同意，在作記錄及報告用途、解決交易糾紛以及在遵守任何法律程序、法律或法規或執行此等條款所需的合理情況下，本行可向任何第三者披露有關持卡人及驗證服務的相關資料。
- 6.3 持卡人確認明白及同意，持卡人資料及一切持卡人的個人資料均受本行不時發出的〈關於個人資料（私隱）條例致客戶的通知〉所約束。

7. 持卡人之保安責任

- 7.1 持卡人同意及承諾於使用驗證服務及一次性密碼時審慎地和真誠地行事，包括採取下列第7.2至7.4條下的措施，以保障驗證服務及一次性密碼的安全。
- 7.2 持卡人須獨自為已接收的一次性密碼及與驗證服務有關之其他核證資料，以及一切涉及使用它們的活動或交易的保密事宜負責。持卡人不可向任何其他人士透露或以其他形式容許或促使任何其他人仕可取得任何一次性密碼以及其他與驗證服務有關之其他核證資料，並同意不會將其驗證服務使用權或取用權轉移或轉讓予任何第三者。

- 7.3 若持卡人得悉或懷疑其任何一次性密碼或用於驗證交易有關之其他核證資料實際上或可能被未經授權使用，或違反任何其他保安事宜，持卡人須立即按照持卡人合約所載的通知程序或本行不時訂明的其他程序通知本行。
- 7.4 持卡人承諾遵守本行就使用驗證服務及/或一次性密碼而不時發出的任何規則、規例及指引，包括但不限於本行就使用一次性密碼及/或驗證服務而不時發出的安全建議及其他通告。

8. 持卡人之責任

- 8.1 持卡人必須為透過信用卡或信用卡賬戶號碼使用驗證服務（包括任何其他人士以持卡人的一次性密碼使用驗證服務）進行之所有交易負責。
- 8.2 持卡人需為其未有遵守本條款及細則第7條下之任何要求而招致的所有損失及損害負責。
- 8.3 持卡人須就任何因持卡人使用驗證服務（包括任何其他人士以持卡人的一次性密碼使用驗證服務）但未有遵守本條款及細則第7條下之任何持卡人責任及義務而令本行遭受或招致任何行動、申索、損失、損害、費用、開支及任何性質的責任，應本行要求賠償。若持卡人疏忽地、不誠實地及/或欺詐性地行事，持卡人亦必須負責所有因使用驗證服務而引起的或與之有關的所有申索、損失及後果。
- 8.4 儘管可能與本條款及細則其他內容不符，持卡人容許或披露給任何其他人士以持卡人的一次性密碼使用驗證服務時，持卡人須為由於使用驗證服務進行交易所引起的或與之有關的所有索償、損失、責任及後果負責。

9. 本行之責任限制

- 9.1 就驗證服務之任何修改、暫停或終止，本行毋須向持卡人或任何第三方承擔責任。
- 9.2 對於持卡人因使用驗證服務而產生的任何相應、附帶、特殊或間接損失或其他損害（如持卡人的電腦設備、軟件、通訊或電話服務所蒙受的任何損害），在任何情況下本行均毋須負責，除非其損失或損害獨由本行的疏忽或故意錯誤直接導致。
- 9.3 雖然本行將會盡商業上合理努力確保所有驗證交易及一次性密碼的保安，但本行並不擔保有關事項的絕對保安，尤其是（但不限於）在涉及欺詐或其他互聯網或電訊罪行之情況。持卡人確證明白使用互聯網或透過其他電訊方式傳送資料存在固有潛在的風險。
- 9.4 本行不會就因持卡人沒有履行本條款及細則的任何條文（包括但不限於提供不真實、並非最新或不完整的持卡人資料）而導致的錯誤交易或損失而負責。
- 9.5 對於商號因任何原因拒絕接受以信用卡或信用卡賬戶號碼在驗證交易下付款而引起的或與之有關的任何損失或損害，本行均毋須在任何方面負責。

10. 驗證服務之修改、暫停及終止

本行保留權利（毋須作出預先通知）在本行認為有需要或有利的情况下（包括但不限於在懷疑違反保安或本行有合理理由懷疑持卡人所提供的資料可能不真實、並非最新、不完整或不準確）作出修改、暫停或終止驗證服務。任何於驗證服務終止或暫停前以驗證服務所作出的驗證交易將仍有效，而持卡人就該等驗證交易仍需受本條款及細則約束。

11. 與商號進行交易

透過使用驗證服務而與任何驗證服務商號進行的通信或業務往還（包括有關貨品或服務之付款或交付），以及與該等交易有關的任何其他條款、細則、保證或陳述，乃純粹屬持卡人與該等驗證服務商號之間的事務。持卡人同意，除非持卡人合約另有規定，否則對於任何有關交易所產生的任何種類的損失或損害，本行毋須負責或承擔責任。持卡人特此確認明白及同意，本行不會核實任何驗證服務商號的身份或驗證服務商號的貨品或服務的質素。

12. 免除保證聲明

除任何適用法律另有規定外，本行並不就驗證服務作出任何明確或隱含的陳述或保證，包括（但不限於）就任何關於貨品及服務之商售性或是否適合特定用途而作出保證。

13. 法律及適用語言

- 13.1 本條款及細則均受香港特別行政區法律管轄，並按香港特別行政區法律解釋。各方均願受香港特別行政區法院之非專屬管轄。
- 13.2 本條款及細則的英文版本僅作為參考。若英文版本與中文版本有任何歧異之處，概以中文版本為準。

交通銀行（香港）有限公司（交通銀行股份有限公司全資附屬公司）

2018年1月

Bank of Communications Pacific Credit Card
Terms and Conditions for One-Time Password
Online Authentication Service

The "One Time Password" Online Authentication Service (the "Authentication Service") is provided by Bank of Communications (Hong Kong) Limited (the "Bank") to the Cardholders of Visa credit card on the following terms and conditions. Unless otherwise defined in these Terms and Conditions, a capitalised term has the meaning ascribed to it in the Bank of Communications Pacific Credit Card Cardholder Agreement (the "Cardholder Agreement").

1. Supplemental to the Cardholder Agreement

These Terms and Conditions supplement the Cardholder Agreement and are incorporated into the Cardholder Agreement. If there are any inconsistencies between the provisions of these Terms and Conditions and the provisions of the Cardholder Agreement, the provisions of these Terms and Conditions shall prevail insofar as the Authentication Service is concerned.

2. Acceptance of Terms

- 2.1 The provision of the Authentication Service to the Cardholder is subject to these Terms and Conditions and the Cardholder Agreement. The Bank reserves the right to change these Terms and Conditions from time to time in accordance with the Cardholder Agreement.
- 2.2 The Cardholder's use or continued use of the Card shall constitute the Cardholder's acceptance of these Terms and Conditions and the Cardholder shall be bound by them.
- 2.3 Unless expressly provided otherwise, any new features that augment, enhance or otherwise change the Authentication Service shall be subject to these Terms and Conditions.

3. Description of the Authentication Service

The Authentication Service is a service provided by the Bank to protect the use of the Card or Card Account Number by a Cardholder on the internet or through other means of telecommunication by requiring the Cardholder to verify his/her identity using a one-time password (the "OTP"). The Bank will transmit the OTP to the Cardholder through short message service (the "SMS") to the mobile number which has been registered by the Cardholder with the Bank during the Cardholder's application of the Card (or as subsequently updated or registered). The OTP will be inputted by the Cardholder for authentication when the Cardholder intends to use his/her Card or Card Account Number to conduct transactions at the websites of any merchants which participates in, or allows the provision of, the Authentication Service (each a "Designated Merchant", collectively the "Designated Merchants") or through other means of telecommunication utilising the Authentication Service (each a "Designated Transaction" and collectively the "Designated Transactions"). If the Cardholder cannot provide the OTP or if authentication through the Authentication Service fails, the Designated Merchant may not accept the Card or Card Account Number for payment of the relevant Designated Transaction.

4. Mobile Service Provider

- 4.1 The Cardholder acknowledges that the Cardholder may not be able to receive the OTP SMS abroad nor be able to use the overseas mobile network due to the services provided by the Cardholder's mobile service provider and agrees that the Bank shall not be liable for any damage or loss whatsoever arising from or in connection with the performance of any mobile network.
- 4.2 The Cardholder acknowledges that the mobile service provider may levy service charges to the Cardholder on receiving the OTP SMS and agrees that the Bank is not liable for any such service charges.
- 4.3 The Cardholder acknowledges that the OTP SMS may be delayed in transmission due to the network performance of the mobile service provider and agrees that the Bank is not responsible for any delay or delivery failure of the OTP SMS caused by any mobile network.
- 4.4 The OTP SMS will only be sent to the Cardholder's mobile phone number registered with (or subsequently updated with) the Bank for the Authentication Service. The Cardholder acknowledges that the OTP SMS may not be forwarded to any other phone number even if the Cardholder has enabled any SMS forwarding service provided by the Cardholder's mobile service provider.

5. Accuracy of the Cardholder's Information

The Cardholder undertakes to maintain and promptly update the Cardholder's information with the Bank (including but not limited to the mobile number of the Cardholder), to keep it true, accurate, updated and complete and upon the request of the Bank provide such information to the Bank as it sees fit. The Cardholder acknowledges and confirms that if the Cardholder's information provided is untrue, inaccurate, outdated or incomplete, or if the Bank has reasonable grounds to suspect that the Cardholder's Information so provided by the Cardholder is untrue, inaccurate, outdated or incomplete (including but not limited to where information provided by the Cardholder is inconsistent with the Bank's internal records), the Bank shall have the right to suspend, terminate or refuse the Cardholder's current or future use of the Authentication Service and/or to conduct any Designated Transaction.

6. Disclosure of the Cardholder's Information

- 6.1 The Cardholder hereby authorizes the Bank to use any information that the Bank may have in its possession relating to and provided by the Cardholder in connection with the Authentication Service and disclose such information to other third parties for purposes related to the Authentication Service.
- 6.2 The Cardholder acknowledges and agrees that the Cardholder's information and other information in relation to the use of Authentication Service may be used for record keeping, reporting purposes and the purposes for resolving transaction disputes and may be disclosed by the Bank to other third parties if required to do so as reasonably necessary to comply with any legal process, laws or regulations or to enforce these Terms and Conditions.
- 6.3 The Cardholder acknowledges and agrees that the Cardholder's information and all personal information regarding the Cardholder are subject to the Notice to Customers relating to the Personal Data (Privacy) Ordinance issued by the Bank from time to time.

7. Cardholder's Security Duties

- 7.1 The Cardholder agrees and undertakes to act prudently and in good faith when using the Authentication Service and the OTP, including taking the measures listed in sub-clauses 7.2 to 7.4 below, in order to safeguard the security of the use of the Authentication Service and the OTP.
- 7.2 The Cardholder shall be solely responsible for maintaining the confidentiality of the OTP received and

other verification information in connection with the Authentication Service and all activities or transactions involving the use of any of the above. The Cardholder must not disclose to any other person or otherwise permit or enable any other person to obtain any OTP and other verification information and agrees not to transfer or assign his/her use of, or access to, the Authentication Service to any third party.

- 7.3 The Cardholder shall immediately notify the Bank of any suspected or actual unauthorised use of his/her OTP or other verification information, or any other breach of security in accordance with the notification procedure as set out in the Cardholder Agreement or such other procedure from time to time prescribed by the Bank.
- 7.4 The Cardholder undertakes to observe all rules, regulations and guidelines (as updated from time to time) including but not limited to the security recommendations and any other notices circulated by the Bank from time to time on the utilisation of the OTP and/or the Authentication Service.

8. Liabilities of the Cardholder

- 8.1 The Cardholder shall be liable for all transactions conducted through the Card or Card Account Number of the Cardholder using the Authentication Service (including use of the Authentication Service by any other person with the OTP).
- 8.2 If the Cardholder fails to comply with any of the requirements in Clause 7 of these Terms and Conditions, the Cardholder shall bear all losses or damages howsoever arising therefrom.
- 8.3 The Cardholder shall indemnify the Bank on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which the Bank may suffer or incur as a result of the Cardholder's use of the Authentication Service (including use of the Authentication Service by any other person using the OTP) in breach of the Cardholder's duties and obligations under Clause 7. The Cardholder shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Authentication Service if the Cardholder has acted negligently, dishonestly and/or fraudulently.
- 8.4 Notwithstanding anything contained herein to the contrary, the Cardholder is liable for all claims, losses and consequences arising out of or in connection with all transactions conducted using the Authentication Service by or with the consent any person whom the Cardholder has authorised or otherwise has disclosed the OTP to such person.

9. Limitation of the Bank's Liabilities

- 9.1 The Bank shall not be liable to the Cardholder or any third party for any modification, suspension or discontinuance of the Authentication Service.
- 9.2 Under no circumstances will the Bank be liable for any consequential, incidental, special or indirect losses or other damages, such as any damage to the Cardholder's computer equipment, software, telecommunication or telephone service resulting from the use of the Authentication Service by the Cardholder, unless such loss or damage is directly and solely caused by the Bank's negligence or deliberate default.
- 9.3 Although the Bank will use commercially reasonable efforts in ensuring the security of all Designated Transactions and the OTP, the Bank does not guarantee the absolute security in respect thereof especially in circumstances (without limitation) where fraud or other internet or telecommunication crime is involved. The Cardholder acknowledges the potential risks inherent in transmitting information over the internet or through other means of telecommunication.
- 9.4 The Bank shall not be liable for any loss or damage arising from the Cardholder's failure to comply with these Terms and Conditions (including but not limited to any wrongful transactions or loss caused by the inaccuracy, outdatedness or incompleteness of the Cardholder's information provided by the Cardholder).
- 9.5 The Bank shall not be liable, in any circumstances, for any loss and/or damage arising out of or in connection with a merchant's refusal to accept the use of Card or Card Account Number for payment under any Designated Transaction.

10. Modification, Suspension and Termination

The Bank reserves the right to modify, suspend or terminate the Authentication Service at any time, without prior notice, for any reason where the Bank considers necessary or advisable to do so, including but not limited to, when there is a suspected breach of security, or when the Bank has reasonable ground to suspect that the information provided by the Cardholder is untrue, outdated, incomplete or inaccurate. Any Designated Transaction using the Authentication Service prior to its termination or suspension will remain valid and the Cardholder will continue to be bound by these Terms and Conditions in respect of such Designated Transaction.

11. Dealing with Merchants

The correspondence or business dealings with any Designated Merchant using the Authentication Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Cardholder and such Designated Merchant. The Cardholder agrees that, except as otherwise provided in the Cardholder Agreement, the Bank shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings. The Cardholder hereby acknowledges and agrees that the Bank will not verify the identity of any Designated Merchant or the quality of the Designated Merchants' goods or services.

12. Disclaimer of Warranties

Except as otherwise required by any Applicable Law, the Bank makes no representation or warranty (whether express or implied) about the Authentication Service, including but not limited to any warranty as to the merchantability or fitness for a particular purpose.

13. Law and Language

- 13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 13.2 The English version of this Agreement is for reference only and if there is any conflict or discrepancy between the English and Chinese version, the Chinese version shall prevail.

Bank of Communications (Hong Kong) Limited
(A wholly owned subsidiary of Bank of Communications Co., Ltd.)

January 2018