

DBS Bank (Hong Kong) Limited
Terms and Conditions for Mobile Card

These terms and conditions ("Terms and Conditions") apply when you add a credit card issued by DBS Bank (Hong Kong) Limited (the "Bank", which expression shall include its successors and assigns) (a "Card") to a Digital Wallet (as defined below). These Terms and Conditions set out your responsibilities and obligations in respect of your use of your Card within a Digital Wallet. By installing your Card within a Digital Wallet, you acknowledge that you have read and understood these Terms and Conditions and you agree to be bound by them.

1. DEFINITIONS

The expressions defined in the terms and conditions governing the use of your Card shall bear the same meanings when used in these Terms and Conditions, and the following words shall have the corresponding meanings:

"Digital Wallet" means any electronic device installed with an electronic format of your Card ("**Mobile Card**"), which allows the use of your Card without presenting the Card in plastic card form;

"we", "us" or "our" refers to the Bank; and

"you" or "your" refers to the user of the Digital Wallet who can either be a Principal Cardholder or a Supplementary Cardholder.

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS

2.1 By installing and/or using your Card within a Digital Wallet, you will be deemed to have accepted and agreed to comply with these Terms and Conditions.

2.2 These Terms and Conditions are supplementary to and shall form part of the DBS Personal Credit Card Terms and Conditions or DBS Business Card Terms and Conditions (as the case maybe) ("**Credit Card Agreement**") governing the use of your Card and shall operate in addition to all other terms and conditions to which you are subject, including our applicable data policies and any security measures implemented by us from time to time in relation to the use of your Card. **The Credit Card Agreement (including interest, fees and charges) remains applicable to your Mobile Card when you enrol or use your Card in a Digital Wallet.** All references to "Card" in the Credit Card Agreement include a Mobile Card and all references to "Card transactions" in the Credit Card Agreement include transactions made with a Mobile Card.

2.3 In relation to the use of the Digital Wallet, if there is any conflict between these Terms and Conditions and any other applicable terms and conditions, these Terms and Conditions shall prevail.

3. ELIGIBILITY FOR AND SETTING UP A MOBILE CARD

3.1 Only Cards which we decide in our sole discretion as eligible from time to time may be enrolled as Mobile Cards to a Digital Wallet.

3.2 You may enrol a Card to be a Mobile Card for a Digital Wallet by following the instructions of the Digital Wallet provider. You acknowledge that the Digital Wallet provider has the right to decline the enrolment of a Card or to suspend or delete or reactivate a Mobile Card enrolled with the Digital Wallet. We shall not be liable if you are unable to enrol a Card on a Digital Wallet for any reason.

3.3 If your Card or underlying Card Account is not in good standing, that Card may not be eligible to enrol or to be used as a Mobile Card in a Digital Wallet.

3.4 For the purpose of your enrolling a Card to be a Mobile Card for a Digital Wallet, we shall send you a "One Time Password" ("**OTP**") at the time your Card is being enrolled as a Mobile Card. You acknowledge that this OTP shall be sent to your mobile number registered with us.

4. USE OF MOBILE CARD

4.1 You may use your Mobile Card to enter into authorised transactions where a Digital Wallet is accepted.

4.2 Transactions made with your Mobile Card will be charged to the underlying Card Account of the Card which was used to enrol that Mobile Card.

4.3 We do not charge you a fee to set up or use your Card as a Mobile Card in a Digital Wallet but we reserve the right to charge any additional fees for adding or using your Card as a Mobile Card in the Digital Wallet with notification.

4.4 You acknowledge that your Mobile Card may be utilised to carry out transactions by tapping or waving the Mobile Card at a merchant's contactless-enabled point of sale terminal or reader ("**Contactless Payment Reader**") ("**Contactless Transactions**"). We reserve the right to set and vary any limit on Contactless Transactions (including per transaction or daily or other limit) from time to time.

4.5 Without prejudice to the foregoing, you acknowledge the ease of which unauthorised Contactless Transactions may be carried out and accept the risk of unauthorised Contactless Transactions.

5. DIGITAL WALLET

5.1 Your use of a Digital Wallet may be governed by or subject to acceptance of additional terms of use or service by the Digital Wallet provider, and they may contemplate fees, limitations and restrictions which might affect use of your Digital Wallet and/or Mobile Card. You are responsible for all amounts charged by the Digital Wallet provider and you agree to be solely responsible for all such fees and to comply with such limitations and restrictions.

5.2 You require mobile network connection in order to install and use your Mobile Card. You should bear all fees, charges and expenses imposed by the mobile network operator for providing services to you to support the use of your Mobile Card.

5.3 When you enrol your Card for use with a Digital Wallet, to facilitate your participation in the Digital Wallet, you acknowledge that certain account information related to the Card may be transmitted to and stored within your electronic device or on the Digital Wallet provider's platform or on the system of a third party working with the Digital Wallet provider for purposes of the Digital Wallet ("**Stored Information**"). You acknowledge and agree that for the use of the Mobile Card with the Digital Wallet, the Digital Wallet provider and/or the third party working with the Digital Wallet provider may use and/or disclose the Stored Information we provide them.

5.4 You are solely responsible for maintaining the confidentiality of your Digital Wallet login information, including your user name and/or password associated with your electronic device or Digital Wallet, and the security of your electronic device. No other person should be allowed to use your Mobile Card to make any transactions.

5.5 Before disposing of any electronic devices on which a Mobile Card has been installed, you are responsible for deleting your Mobile Card and Digital Wallet login information from the electronic device.

5.6 You must not use your Digital Wallet on any electronic device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of your use of any Digital Wallet on a compromised electronic device.

6. SUSPENSION AND TERMINATION OF USE OF MOBILE CARD

6.1 We may at any time suspend, withdraw, cancel or terminate your use of your Mobile Card (with or without exercising the same action on your Card in plastic card form) with a Digital Wallet with or without giving any reason or notice. Although prior notice of any such action may be given, except as otherwise required by applicable law, we shall be under no obligation to give you any such prior notice. We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you as a result of any such action.

- 6.2 Without prejudice to our rights under Clause 6.1 above, we may terminate your Mobile Card without giving any notice:
- upon any breach of these Terms and Conditions or any terms and conditions of the Credit Card Agreement;
 - upon suspicion of fraudulent activity; and/or
 - upon termination of the Card and Card Account.
- 6.3 You may terminate your Mobile Card (with or without terminating your Card in plastic card form) at any time by giving us notice through such channel (including writing to us or via designated service hotline) as accepted by us from time to time. You should then delete your Mobile Card from the Digital Wallet.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 Your Digital Wallet is provided by your Digital Wallet provider and the Bank is not responsible for its use or function. You acknowledge and agree that the Bank makes no representations, warranties or conditions relating to a Digital Wallet of any kind, and in particular, the Bank does not warrant or guarantee:
- the operability or functionality of your Digital Wallet or that your Digital Wallet will be available to complete a transaction;
 - that any particular merchant will accept your Mobile Card;
 - that your Digital Wallet will meet your requirements or that the operation of your Digital Wallet will be uninterrupted or error-free; and
 - the availability or operability of the wireless networks of any electronic device.
- 7.2 You acknowledge and agree that access, use and maintenance of a Mobile Card with a Digital Wallet depends on the Digital Wallet provider and the network connectivity and other third party services, applications or websites. The Bank does not operate the Digital Wallets or such networks and does not control their operations. We will not be liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of any Mobile Card with a Digital Wallet, such as unavailability of the Digital Wallet or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. The Bank disclaims any responsibility for the Digital Wallet provider or any wireless service used to access, use or maintain a Mobile Card with a Digital Wallet.
- 7.3 We shall not be liable whatsoever in relation to a Digital Wallet and/or Mobile Card, including without limitation, the performance or non-performance of your Digital Wallet and/or Mobile Card, or any loss, injury or inconvenience which you may suffer.
- 7.4 We are not responsible for, and do not provide, any support or assistance for the Digital Wallet, any third party hardware, software or other products or services (including any technology-related questions you may have in connection with the Digital Wallet or your electronic device). You should contact the Digital Wallet provider for all technical assistance on the Digital Wallet (including but not limited to the types of electronic devices which support that Digital Wallet).

8. DUTY TO NOTIFY

Should you lose the electronic device which has a Digital Wallet containing your Mobile Card, discover that your Mobile Card had been used without your authorisation, or believe that your electronic device or Digital Wallet login information or other means to access your Digital Wallet have been compromised, you must notify us and request that we deactivate your Mobile Card as soon as reasonably practicable by calling our Customer Service Hotline at 2290 8888. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss or disclosure and any other information that we may require. Provided that you have not acted fraudulently or with gross negligence and you have not failed to inform us of the loss or unauthorised use of your Digital Wallet, you shall not be liable for any unauthorised transactions carried out before and/or after we have been notified of the loss or unauthorised use of your Mobile Card.

9. AMENDMENT

We may from time to time by notice to you change any of these Terms and Conditions. Such changes will become effective and binding on you on the effective date specified by us. By retaining your Mobile Card in a Digital Wallet and/or use of your Mobile Card after the effective date of any change will constitute your acceptance of such change. If you do not accept any proposed change, you must deactivate your Mobile Card prior to the effective date of the change.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE (CAP 623 OF THE LAWS OF HONG KONG)

A person who is not a party to these Terms and Conditions may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong), but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.

11. OTHER VERSIONS OF THESE TERMS AND CONDITIONS

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Important Tips

- Your biometric credentials, including fingerprint and iris, used for authentication of digital wallet contactless transactions are not stored and cannot be deleted by us.
- If you want to withdraw from using the biometric authentication method or check whether you have successfully removed your biometric credentials from your electronic device, please do so in your device's settings.
- DO NOT store anyone else's fingerprint or biometric credentials in your electronic device.
- If you have already set up access to your electronic device by way of passcode or fingerprint or other biometric credentials, review this and ensure that you change any 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.

星展銀行（香港）有限公司
流動信用卡條款及細則

本條款及細則（「條款及細則」）適用於客戶將星展銀行（香港）有限公司（「本行」，包括其繼承人及受讓人）發出的信用卡（「信用卡」）加入電子錢包（定義見下文）。本條款及細則列明客戶在電子錢包使用其信用卡的責任及義務。當客戶在電子錢包安裝信用卡，即代表客戶確認已閱讀及明白本條款及細則並同意受其約束。

1. 定義

有關規管客戶使用信用卡的條款及細則所界定的詞語，在本條款及細則內使用時具有相同意思，而下列詞語的意思如下：

「**電子錢包**」指安裝了客戶電子版信用卡（「**流動信用卡**」）的任何電子裝置，使客戶無須出示塑料卡形式的信用卡即可使用其信用卡；

「**本行**」或「**本行的**」指本行；及

「**客戶**」或「**客戶的**」指電子錢包的使用者，可以是主要持卡人或附屬持卡人。

2. 接納本條款及細則

2.1 當客戶在電子錢包安裝及/或使用信用卡，客戶將被視為接納及同意遵守本條款及細則。

2.2 本條款及細則附加於並構成有關規管客戶使用信用卡的 DBS 個人信用卡使用條款及細則或 DBS 商務卡使用條款及細則（視乎情況而定）（「**信用卡協議**」）的一部分，而本條款及細則的施行將附加於客戶須遵守的所有其他條款及細則，包括本行適用的資料政策及本行就客戶使用信用卡而不時實施的任何保安措施。當客戶把信用卡登記為電子錢包的流動信用卡，信用卡協議（包括利息、費用及收費）持續適用於客戶的流動信用卡。在信用卡協議內提及「**信用卡**」時，所指的包括流動信用卡，而在信用卡協議內提及「**信用卡交易**」時，所指的包括以流動信用卡進行的交易。

2.3 就使用電子錢包而言，如本條款及細則與任何其他適用條款及細則有任何抵觸，概以本條款及細則為準。

3. 流動信用卡的登記資格及設立

3.1 只有本行不時全權認為合資格的信用卡，方可登記為電子錢包的流動信用卡。

3.2 客戶依照電子錢包提供者的指示，便可把信用卡登記為電子錢包的流動信用卡。客戶確認，電子錢包提供者有權拒絕任何信用卡的登記，或暫停、刪除或重新啟動已在電子錢包登記的流動信用卡。如客戶不論任何原因無法在電子錢包登記信用卡，本行概不負責。

3.3 如客戶的信用卡或相關信用卡戶口信用狀況欠佳，該信用卡或不合資格登記為或用作電子錢包的流動信用卡。

3.4 本行將在客戶登記信用卡為電子錢包的流動信用卡時，向客戶發出「一次專用密碼」，以作登記信用卡為流動信用卡之用。客戶確認，一次專用密碼將發送至客戶在本行登記的手提電話號碼。

4. 流動信用卡的使用

4.1 客戶可在接納電子錢包的商戶使用流動信用卡進行獲授權交易。

4.2 客戶以流動信用卡進行的交易，將記入用以登記該流動信用卡的信用卡的相關信用卡戶口。

4.3 客戶設立或使用信用卡作為電子錢包的流動信用卡，本行不收取任何費用，但本行保留權利在作出通知後，就客戶加入或使用信用卡作為電子錢包的流動信用卡而收取任何額外費用。

4.4 客戶確認，在商戶的非接觸式銷售點終端機或讀卡器（「**非接觸式付款讀卡器**」）輕拍或掃一掃流動信用卡，便可以流動信用卡進行交易（「**非接觸式交易**」）。本行保留權利不時設定及更改非接觸式交易的任何限額（包括每項交易或每日的上限或其他限額）。

4.5 在不損害前述條款的原則下，客戶確認有可能會出現未經授權的非接觸式交易，並接納有關出現未經授權非接觸式交易的風險。

5. 電子錢包

5.1 客戶使用電子錢包或受電子錢包提供者的其他使用或服務條款所規管，或客戶須先接納該等條款才可使用電子錢包，同時電子錢包提供者也可能會訂立收費、限制及規限，以致可能影響客戶使用電子錢包及/或流動信用卡。客戶須承擔電子錢包提供者收取的一切金額，並同意全數承擔所有該等費用及遵守該等限制及規限。

5.2 客戶須連接流動網絡，才可安裝及使用流動信用卡。流動網絡營運商向客戶提供服務以支援其使用流動信用卡所收取的一切費用、收費及支出，概由客戶承擔。

5.3 為使客戶可參與使用電子錢包，客戶確認當其登記信用卡以用於電子錢包，信用卡的若干戶口資料或會傳送至及儲存於客戶的電子裝置或電子錢包提供者的平台或與電子錢包提供者就電子錢包合作的第三方的系統（「**儲存資料**」）。客戶確認並同意，就透過電子錢包使用流動信用卡而言，電子錢包提供者及/或與電子錢包提供者合作的第三方可使用及/或披露本行向其提供的儲存資料。

5.4 客戶須全權負責將電子錢包的登入資料（包括與客戶的電子裝置或電子錢包相關的用戶名稱及/或密碼）保密，及保護其電子裝置的安全。任何其他人均不可使用客戶的流動信用卡進行交易。

5.5 在處置任何已安裝流動信用卡的電子裝置前，客戶須負責在該電子裝置刪除其流動信用卡及電子錢包的登入資料。

5.6 若客戶知悉或有理由相信其電子裝置的保安或穩妥性受到損害（例如有關裝置曾被「**root 機**」或繞過保安系統），客戶便不得在該電子裝置使用電子錢包。因客戶在受損害的電子裝置使用電子錢包而招致的任何損失、損害及支出，概由客戶全權負責。

6. 暫停及終止使用流動信用卡

- 6.1 本行可給予或不給予任何理由或通知，隨時暫停、撤銷、取消或終止客戶使用在電子錢包的流動信用卡（對客戶的塑料卡形式信用卡可採取或不採取相同行動）。雖然本行可在採取上述行動前作出通知，但除非適用法律另有規定，否則本行沒有責任就此事先通知客戶。對於客戶因任何上述行動直接或間接地蒙受或招致的任何性質的損失或損害，本行概不負責。
- 6.2 在不損害本行在以上第 6.1 條的權利的原則下，本行可在以下情況無須給予通知而終止客戶的流動信用卡：
- (a) 本條款及細則或信用卡協議的任何條款及細則被違反；
 - (b) 懷疑出現欺詐活動；及/或
 - (c) 信用卡及信用卡戶口已終止。
- 6.3 客戶可隨時透過本行不時接納的途徑（包括致函本行或致電指定的服務熱線），通知本行終止其流動信用卡（可同時終止或保留其塑料卡形式的信用卡）。客戶其後應從電子錢包刪除其流動信用卡。

7. 不作保證及責任限制

- 7.1 客戶的電子錢包由電子錢包提供者提供，本行對其使用或功能不承擔任何責任。客戶確認及同意，本行並不就電子錢包作出任何陳述、保證或條件，尤其不對以下事項作出保證或擔保：
- (a) 電子錢包的運作性能或實用性，或電子錢包可供客戶使用以完成交易；
 - (b) 任何個別商戶會接納客戶的流動信用卡；
 - (c) 客戶的電子錢包可滿足其要求，或電子錢包的運作將不受干擾或不會出錯；及
 - (d) 任何電子裝置備有無線網絡可供使用或運作。
- 7.2 客戶確認及同意，存取、使用及維持電子錢包的流動信用卡將取決於電子錢包提供者、網絡連接狀況及其他第三方的服務、應用程式或網站。電子錢包或該等網絡並非由本行運作，而且其運作也非由本行控制。若出現任何情況干擾、阻礙或影響任何電子錢包的流動信用卡的運作，例如電子錢包或無線上網、通訊服務無法使用、網絡延誤、無線網絡覆蓋範圍有限、系統故障或無線網絡連接中斷，本行將不向客戶承擔任何責任。本行不會就電子錢包提供者或任何用以存取、使用及維持電子錢包的流動信用卡的無線上網服務承擔任何責任。
- 7.3 本行並不就電子錢包及/或流動信用卡承擔任何責任，包括但不限於電子錢包及/或流動信用卡的性能表現，或客戶可能蒙受的任何損失、損傷或不便。
- 7.4 本行不負責及不提供有關電子錢包、任何第三方軟硬件或其他產品或服務（包括客戶對電子錢包或其電子裝置在技術方面的問題）的支援或協助。客戶如需有關電子錢包的技術協助（包括但不限於支援電子錢包的電子裝置類型），應與電子錢包提供者聯絡。

8. 通知的責任

若客戶遺失設有電子錢包的電子裝置而該電子錢包安裝了流動信用卡，或客戶發現其流動信用卡在未經客戶授權下被使用，或相信其電子裝置或電子錢包的登入資料或其他存取電子錢包的方式遭到危害，客戶必須在合理地可行的範圍內儘快致電本行的客戶服務熱線 2290 8888 通知本行，及要求本行取消客戶的流動信用卡。在某些情況下，本行亦可能會要求客戶向警方報案並以書面方式確認遺失事項或所披露的資料及本行要求的其他資料。只要客戶不涉及欺詐或嚴重疏忽，及客戶已就電子錢包遺失或未經授權被使用通知本行，客戶將無須就其通知本行遺失或未經授權使用一事之前及/或之後出現的未經授權交易負責。

9. 修訂

本行可不時在通知客戶後修訂本條款及細則。該等修訂將於本行指明的生效日期開始生效並對客戶具約束力。若客戶於任何修訂的生效日期後保留及/或使用電子錢包的流動信用卡，即表示客戶接納該等修訂。若客戶不接受任何建議修訂，客戶必須於有關修訂的生效日期前取消其流動信用卡。

10. 《合約（第三者權利）條例》（香港法例第 623 章）

任何人士若非本條款及細則的一方，不可根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本條款及細則的任何條文，但這並不影響任何第三者除該條例之外已存在或擁有的任何權利或補救。

11. 本條款及細則的其他版本

如本條款及細則的中英文版本之間有任何歧異或抵觸，概以英文版本為準。

重要提示

1. 你用作驗證電子錢包非接觸式交易的生物識別憑據，包括指紋及虹膜，並非由本行儲存及不能被本行刪除。
2. 如不想再使用生物認證方法或想檢查是否已成功從電子裝置中移除生物識別憑據，請在裝置的設定中進行。
3. 切勿在電子裝置中儲存任何其他人士的指紋或生物識別憑據。
4. 倘若你已設定了以密碼或指紋或其他生物識別憑據來使用電子裝置，請重新查看並更改任何容易猜中或與任何人士共用的密碼，及移除不屬於你本人的任何指紋或其他生物識別憑據。