

Terms and Conditions for One-Time Password Online Transaction Authentication

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU USE ONE-TIME PASSWORD ONLINE TRANSACTION AUTHENTICATION

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, the following words shall have the following meanings:
- "Card" means any Visa or MasterCard credit card from time to time issued by us either as a principal card or as a supplementary card;
 - "Cardmember Agreement" means the agreement between you and us from time to time (whether in the form of an agreement, terms and conditions or any other form) that applies to each Card;
 - "Designated Merchant" means any merchant who offers online purchase service that requires identity authentication for payment by credit card using "Verified by Visa" or "MasterCard SecureCode" or such other authentication service or means from time to time prescribed or accepted by us;
 - "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - "include" means include, without limitation, and "includes" and "including" shall be construed accordingly;
 - "OTP" means each One-Time Password or such other authentication information or tool as we may provide from time to time under the Procedure;
 - "Procedure" means One-Time Password Online Transaction Authentication;
 - "we" and "us" means Hang Seng Bank Limited and its successors and assigns, and "our" and "ours" shall be construed accordingly; and
 - "you" means each person to whom we issue a Card and is referred to as a Cardmember in the Cardmember Agreement, and "your" and "yours" shall be construed accordingly.
- 1.2 In these Terms and Conditions, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.
- 1.3 All capitalised terms and expressions used in these Terms and Conditions shall have the same meanings as defined in the Cardmember Agreement unless otherwise defined herein.

2. Supplemental to Cardmember Agreement

These Terms and Conditions supplement each Cardmember Agreement. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of a Cardmember Agreement, the provisions of these Terms and Conditions shall prevail insofar as the Procedure is concerned.

3. The Procedure

- 3.1 Designated Merchants require Cardmembers to verify their identity when using their Cards to effect online purchase transactions on websites through the Internet or other means of telecommunication. We provide the Procedure and OTPs to Cardmembers for such purpose as an enhanced security feature.
- 3.2 We draw your particular attention to the following characteristics and matters about the Procedure:
- (a) The Procedure will be initiated automatically by an online purchase transaction flow involving a Card where the transaction amount exceeds the amount prescribed by us from time to time.
 - (b) Each time when your Card is used for an online purchase transaction initiating the Procedure, we will transmit an OTP through the short message service (or SMS) to your mobile phone.
 - (c) We will transmit OTPs to one mobile phone number only. If our record shows more than one mobile phone numbers registered under your name, we will send OTPs to the mobile phone number provided to us on the latest date according to our record, whether it was provided in connection with your Card or other services.
 - (d) You are solely responsible for checking with us to ensure that the latest mobile phone number on our record is correct for sending OTPs and for notifying us of any change of your mobile phone number from time to time.

4. Use of the Procedure subject to these Terms and Conditions

- 4.1 Our provision and your use of the Procedure are subject to these Terms and Conditions. Once you use the Procedure, you will be regarded as having accepted and will be bound by these Terms and Conditions.
- 4.2 We provide the Procedure on an "as is" and "as available" basis.
- 4.3 We have the right to specify or vary from time to time the features of the Procedure without prior notice including the following:
- (a) the list of Designated Merchants;
 - (b) each amount in the applicable currency for triggering the OTP authentication requirement for an online purchase using a Card; and
 - (c) the Card type supported by the Procedure.
- 4.4 We provide the Procedure subject to the following:
- (a) You must have at least one mobile phone number on our record. You are also required to provide us with such other information as we may reasonably require to enable you to use the Procedure. You are solely responsible for ensuring that all information you provide to us is current, complete and accurate and for notifying us of any change in such information from time to time. If you fail to provide us with correct and up-to-date information, you may be unable to use the Procedure or we may have sent OTPs to another mobile phone number. If you subscribe to an 'SMS Forwarding' service provided by a mobile service provider in Hong Kong, OTP SMS messages will not be forwarded. In any of these cases, you will be unable to effect the online purchase with your Card.
 - (b) You acknowledge that your mobile service provider may impose restrictions on receiving OTPs via SMS if you are outside of Hong Kong or if you use an overseas mobile service network. Your mobile service provider may also impose service fees and charges for receiving OTPs via SMS. You are solely responsible for paying any fees and charges levied by your mobile service provider or any other person in connection with receiving OTPs via SMS on your mobile phone.

5. Your confirmation and responsibility

- 5.1 You confirm and authorise us to verify your identity to the Designated Merchants through the Procedure each time your Card is used for online purchase with the respective Designated Merchants requiring OTP authentication.
- 5.2 You have to act in good faith and exercise reasonable care when using the Procedure, including taking the following security measures:
- you should not disclose any OTP relating to your Card to any other person or permit or enable any other person to obtain such OTPs;
 - you should immediately notify your mobile service provider and us if you have lost your mobile phone used to receive OTPs;
 - if you are aware of or suspect any disclosure of the OTPs or misuse of the Procedure relating to your Card, you should notify us as soon as reasonably practicable by calling our 24-hour Customer Service Hotline at 2398 0000. You should also provide us with written confirmation of any such notification and details of the incident within 24 hours after notifying us through our Customer Service Hotline;
 - you should observe all guidelines, security recommendations and other communications provided by us from time to time about the use of the Procedure and OTPs;
 - you should protect your mobile phone from unauthorized access; and
 - you should notify us as soon as reasonably practicable and update the bank record if there is change of your mobile phone number.
- 5.3 All transactions effected with your Card where your identity is verified through the Procedure constitute Card Transactions under the Cardmember Agreement. You are liable for those transactions in accordance with the provisions of the Cardmember Agreement, including the provisions relating to your liability for unauthorized Card Transactions if you acted fraudulently or with gross negligence.

6. Limitation of our liability

- 6.1 We do not give warranty, whether express or implied, of any kind relating to the Procedure including any warranty of merchantability, fitness for a particular purpose, title or non-infringement of right. Further, use of the Procedure does not guarantee that Designated Merchants will accept your Card for online purchase.
- 6.2 We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use the Procedure, or any failure or error in transmitting OTPs unless it is caused solely and directly by the negligence or willful default on our part or on the part of our employees or agents.
- 6.3 Transmission of OTPs via SMS may fail or may be delayed or interrupted due to the traffic over the mobile service network of your mobile service provider. We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with any failure, delay or interruption in transmitting OTPs or any suspension or unavailability of the Procedure due to any failure of the mobile service network or any other circumstance beyond our reasonable control.
- 6.4 Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages, including loss of profits, loss due to business interruption or loss of any programme or data in your computer system or devices.

7. Modification, suspension and termination of the Procedure

We have the right to modify, suspend or terminate the Procedure or its use by you or as a whole at any time without giving prior notice or reason where we reasonably consider necessary or advisable to do so. These cases may include actual or suspected breach of security, or where we reasonably believe that the information you provided to us is untrue, inaccurate, out-dated or incomplete.

8. Revision of these Terms and Conditions

We have the right to revise these Terms and Conditions and/or introduce additional terms and conditions (including fees and charges) from time to time by giving prior notice of a period not less than 60 days for any variation affecting fees and charges, or a period of not less than 30 days for any other variations affecting your liabilities or obligations. We may give notice by display, advertisement or other means as we consider appropriate. You will be bound by any variation if you use the Procedure on or after the effective date of the variation.

9. Governing law

These Terms and Conditions shall be governed by and construed in accordance with Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

10. Miscellaneous

- 10.1 Each provision of these Terms and Conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- 10.2 We may assign or transfer all or any of our rights and obligations under these Terms and Conditions to any member of the Hang Seng Bank Group without your prior consent.
- 10.3 The English version of these Terms and Conditions shall prevail wherever there is any inconsistency between the English and the Chinese versions.