

Click to Pay Service Terms and Conditions

Before using the Click to Pay Service provided by Fubon Bank (Hong Kong) Limited ("the Bank"), please read the terms and conditions carefully. By using the Click to Pay Service, you accept and agree to these Terms.

Definitions

1. In these terms and conditions, unless the context otherwise requires, the following terms shall have the following meanings. Any terms not defined herein shall have the meanings assigned to them in the Cardholder Agreement:
 - "Credit Card" has the meaning as defined in the Cardholder Agreement;
 - "Cardholder" has the meaning as defined in the Cardholder Agreement;
 - "Click to Pay Service" or "Click to Pay" refers to the online credit card payment service jointly provided by the Bank and the relevant card association, at the Bank's sole discretion to eligible cardholders. Once registered for the service, the cardholder does not need to manually enter credit card details at checkout;
 - "You" refers to any cardholder who chooses to use the Click to Pay Service;
 - "Merchant" refers to any individual or entity that accepts credit cards as a payment method for the purchase of goods or services;
 - "Fubon+" refers to the Fubon mobile banking application;
 - "Other Applicable Terms" include but are not limited to the Bank's Cardholder Agreement, Global Terms and Conditions for Accounts and Services, Terms and Conditions for Mobile Banking Service, Terms and Conditions of using the Mobile Security Key Service, Personal Information Collection Statement, and Privacy Policy Statement, as well as any other applicable terms and conditions that may be revised from time to time.

Scope of Application

2. These terms and conditions outline the respective rights and obligations of the cardholder and the Bank regarding the Click to Pay Service. These terms and conditions are supplementary and should be read and interpreted together with the Bank's other applicable terms and conditions that form part of the agreement governing the provision and use of the Click to Pay Service (as applicable).
3. In the event of any inconsistency between these terms and conditions and other applicable terms, these terms and conditions shall prevail in respect of matters concerning the Click to Pay Service.
4. You also agree to be bound by the Visa Solution Terms of Service ("Visa Checkout Terms of Service") and Privacy Policy of Visa U.S.A. Inc. ("Visa"), as well as the Terms of Service and Privacy Policy of Mastercard. The Bank has no control over Visa's or Mastercard's decisions to amend their Terms of Service or Privacy Policies from time to time and shall not be held liable for any such changes. Please refer to the official websites of Visa and Mastercard to review the relevant Terms of Service and Privacy Policies.

Use of Click to Pay Service and Your Responsibilities

5. If you use the Click to Pay Service via the Bank's Mobile Banking or other internet banking services (if applicable), you acknowledge and agree:
 - (a) You must be a valid user of the Bank's Mobile Banking or other internet banking services (if applicable);
 - (b) You must use a permitted mobile device to install Fubon+;
 - (c) You must activate the Mobile Security Key service on your Fubon+ to control access to the mobile device; and
 - (d) You must register your credit card for Click to Pay according to the instructions in Fubon+ and comply with the eligibility and verification requirements set out in Fubon Bank's terms and conditions for Internet Banking and Mobile Banking services.
6. The Click to Pay Service is offered solely at the Bank's discretion to eligible cardholders.
7. Unless otherwise specified in the Bank's Cardholder Agreement, any instructions or agreements made through the Click to Pay Service shall be deemed valid and binding on you. The Bank is not obligated to verify the authenticity, accuracy, or authorization of any such instructions, even if they involve errors, misunderstandings, impersonation, fraud, or lack of clear authorization. **You bear all risks and responsibilities for such transactions.**
8. You may choose to manually enter your credit card details to complete a transaction at any merchant that accepts Click to Pay, without using the Click to Pay Service.
9. Under all circumstances, **you shall be fully responsible for all transactions made through the Click to Pay Service by any person, (such person has been authorized by you or is aware of the same).** If you suspect or discover any unauthorized or fraudulent transactions, you must contact the Bank immediately.
10. **You are solely responsible for complying with the terms and conditions of any third parties related to the use of the Click to Pay Service (e.g., your telecom provider or the relevant card association).** The Bank shall not be liable for any failure in transaction instructions caused directly or indirectly by your non-compliance with such terms.
11. **You shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of every nature that the Bank may suffer, incur or be subjected to as a result of or in connection with the Bank accepting and acting upon any information or communication provided through the Click to Pay service (including any confirmation, signature and/or agreement), or due to your breach of any term, representation or warranty contained in these terms and conditions or any other applicable terms, laws and regulations.**
12. You confirm and agree that the relevant card association, merchants, and other third parties may use and share your transaction-related data and/or information, including but not limited to for the purposes of completing transactions and/or determining your eligibility for any credit card benefits or features (e.g., Bonus Points or installment payment options).
13. **The Bank will not charge any additional fees for using your credit card via Click to Pay.** However, you are solely responsible for any fees charged by third parties (e.g., your telecom provider or the relevant card association) for your use of the Click to Pay Service. To avoid

any doubt, **all interest, fees, and charges related to your credit card (if applicable) shall apply to transactions made through Click to Pay and shall be borne by you.**

14. Click to Pay is merely a facilitator for your transactions with merchants. The Bank is not a party to the transaction or any payment to or from the merchant arising from your use of Click to Pay, including the purchase or return of goods or services, which matters are solely between you and the merchant.
15. If a cardholder registers a credit card with the Bank for the Click to Pay Service, any subsequent agreements entered into by the cardholder with the relevant card association for any similar service (through any channel, including the related card associations' website or merchant checkout pages) shall not form part of the Bank's agreement and shall not impose any obligations on the Bank.
16. The Bank reserves the right, at its sole discretion, to refuse registration or use of your credit card with the Click to Pay Service without providing any reason. The Bank also reserves the right to suspend or terminate your registration and/or use of the service (or any part thereof) without prior notice or liability.
17. Despite any contrary provision in these terms and conditions, the Bank has absolute discretion to determine whether to provide the Click to Pay Service.
18. If you have registered your credit card with the Click to Pay service and subsequently a renewal card or replacement card is issued to you in accordance with the applicable terms and conditions, whether such renewal card or replacement card is required to be re-registered for the Click to Pay service shall be subject to the Bank's applicable arrangements and requirements.
19. You may deregister your credit card from the Click to Pay Service at any time via the Bank's Mobile Banking service. If you wish to use the credit card with Click to Pay again, you may return to the Click to Pay page and complete the registration process again as instructed.
20. You agree that the Bank's records of your use of the Click to Pay Service shall in all respects and for all purposes be final and conclusive, and shall be binding on you who shall raise no objection thereto.
21. You acknowledge and agree that your use of any facilities provided by the Bank together with online banking services and all accounts opened by you shall be subject to the Personal Information Collection Statement and the Privacy Policy Statement available on the Bank's website. You also understand that the Personal Information Collection Statement and the Privacy Policy Statement cover the Bank's policies and practices regarding the collection, use, possession, sending, transmission, access, and correction of personal data and related matters. The Bank undertakes to process, share, store, or transmit such data confidentially and will make every effort to maintain strict internal confidentiality, except where (a) required by any applicable laws or regulations or upon request by any public or regulatory authority; or (b) disclosure is necessary to prevent fraud; or (c) the Bank deems disclosure necessary for the provision of the service.
22. **The Click to Pay Service shall only and exclusively be used by you** and is not transferable to any third party.

23. If you use the Click to Pay Service fraudulently or fail to comply with these terms, other applicable terms, laws, regulations, or any related documents issued by the Bank from time to time, **you shall bear all losses and associated costs.**

Changes or Termination of Click to Pay Service

24. The related card association may, from time to time, limit the number of cards you may register with Click to Pay, and the Bank has no control over such restrictions and assumes no responsibility in this regard.
25. The Bank may, at any time and without prior notice or reason, impose or change restrictions on the use of your credit card via Click to Pay.
26. Following any changes, modifications, or enhancements to any or all aspects of Click to Pay, your continued use of Click to Pay will be deemed acceptance of such changes, modifications, or enhancements and the applicable terms and conditions.
27. If you do not agree to these terms and conditions or any amendments, you must not use the Click to Pay Service.
28. You can de-register Click to Pay to suspend or terminate the Click to Pay Service instantly for any reason using the Bank's Mobile Banking Service or other internet banking services (if applicable).
29. In accordance with applicable laws and terms, the Bank reserves the right, without prior notice, to:
- (a) Terminate your use of your credit card via Click to Pay;
 - (b) Modify or suspend the types or amounts of transactions permitted via Click to Pay;
 - (c) Change the authorization process for transactions via Click to Pay.
30. If the Bank cancels, suspends, or deactivates your credit card (whether at your request or otherwise), your ability to use the credit card via Click to Pay shall also be terminated. Even if the Click to Pay account still displays your Fubon credit card, the service will be deactivated.

Liability of the Bank

31. The Bank shall not be liable for any malfunction of the Click to Pay Service, your inability to use the service, or any consequences arising from such malfunction. The Bank shall also not be liable for any acts or omissions of third parties that affect your use of the Click to Pay Service. The Bank shall not be liable for any loss, damage, cost, expense, liability, claim, demand, or legal proceedings arising from your use of or inability to use the Click to Pay Service.
32. The Bank reserves the right to amend, add, or delete these terms and conditions at any time, subject to providing you with reasonable prior notice. Such notice may be given through any method or communication channel the Bank deems appropriate, including but not limited to letters, advertisements, website notifications, or email. You confirm and agree that when using the Click to Pay service, you will take note of and comply with any such amendments, additions, and/or deletions.
33. If you continue to use or maintain registered the Click to Pay Service on or after the effective date of any amendments, you shall be bound by the amended terms and conditions. If the

cardholder does not accept any amendments, they should de-register Click to Pay before the effective date of the revisions (regardless of whether the related physical credit card or electronic card account number has been canceled).

Third-Party Rights

34. No person other than you or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the Terms.

Governing Law

35. The Service and these Terms and Conditions are governed by and will be construed in accordance with the laws of the HKSAR. The parties submit to the non-exclusive jurisdiction of the courts of the HKSAR.

Language

36. Should there be any discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.