

Airstar Bank Limited

Terms and Conditions of Airstar Bank Visa Platinum Card

(Applicable to customers who have activated the multi-currency transaction functionality)

1. Application

These Terms and Conditions (as defined below) apply to all Customers (as defined below) of Airstar Bank Visa Platinum Card ("you" or "your", as applicable). By using the Card, you agree to be bound by these Terms and Conditions.

2. Governing Terms

- (a) These Terms and Conditions shall govern our provision of the Card (as defined below), your use of the Card and the transactions and any other dealings conducted by you using the Card.
- (b) Each of the following shall be incorporated as an integral part of these Terms and Conditions, as if they are written in full herein:
 - i. the Terms and Conditions of Use of Digital Banking Services ("General Account Terms");
and
 - ii. the Privacy Principles and Notice Relating to the Personal Data (Privacy) Ordinance ("Privacy Notice")
- (c) The term "these Terms and Conditions" means the terms and conditions expressly set out in this document, together with the General Account Terms, Privacy Notice and other terms and conditions applicable to the Card that may be provided by us to you from time to time.
- (d) In case of any inconsistency between the terms and conditions expressly set out in this document and the other terms and conditions referred to in sub-clause (b) above, the terms and conditions expressly set out in this document prevail for the purpose of the Card to the extent of such inconsistencies.

3. Definitions

Unless otherwise defined in this document or unless the context otherwise requires, terms and expressions defined in the General Account Terms shall bear the same meanings in this document.

For the purpose of this document, unless the context otherwise requires, the following words and expressions have the meanings below.

"ATM" means any automatic teller machine installed by such entity as we may approve at our sole discretion from time to time for the purpose of the Physical Card.

"Bank" means Airstar Bank Limited (including its successors and assigns).

"Card" means an Airstar Bank Visa Platinum Card and co-branded card, the debit card(s) issued by us, which includes a Virtual Card, a Physical Card and a Digital Wallet Card.

"Customer" means an individual customer who uses the services in relation to Card as provided by the Bank, including the personal representative and legal successor of the customer.

"Digital Wallet" means (for the purposes of this Agreement) an e-wallet and/or contactless payment device which includes all forms and functionalities, whether they store monetary value or merely provide secure payment processing capabilities.

"Mobile App" has the meaning as defined in the General Account Terms.

"Physical Card " has the meaning given to it in Clause 4.2.

"Virtual Card" has the meaning given to it in Clause 4.1.

4. General

4.1 After you have opened your Savings Account, you will have access to a virtual Airstar Bank Visa Platinum Card ("**Virtual Card**") without extra charge or fees, which will be displayed on the Mobile App.

4.2 We may also, at your request and subject to our discretion and our receipt of information and documents as may be requested by us from time to time, issue a physical Airstar Bank Visa Platinum Card ("**Physical Card**") to you.

4.3 Before you can use your Physical Card in Hong Kong or overseas, you may need to activate it in accordance with the instructions we provide to you from time to time.

4.4 We may, at our discretion and subject to your provision of information and documents as may be requested by us from time to time, renew your Card when it expires.

4.5 You may request us to replace or renew your Card if:

- (a) your existing Physical Card has been damaged, lost or stolen; or
- (b) any suspected security incidents occurs in respect of your Account and/or Card.

4.6 If your Card is replaced or renewed:

- (a) we will update your Card details (including, without limitation, the card security code (CVV), expiry date and (where your Card has been stolen or lost) the card number) and issue a replacement or renewed Card; and
- (b) unless you have agreed otherwise and/or subject to and in accordance with Applicable Regulations:
 - (i) the applicable limits, fees, charges and/or interest will remain the same;
 - (ii) you will be provided the same number of Virtual Card(s) and/or Physical Card;
 - (iii) the services and privileges applicable to your Card will remain unchanged or be improved; and
 - (iv) the renewal will not (in our reasonable opinion) result in additional cost, potential liability or potential risk of financial loss to you.

4.7 By continuing to use the replaced or renewed Card, you are deemed to have consented to us issuing you a replaced or renewed Card and to have agreed to be bound by these Terms and Conditions in respect of your use of the replaced or renewed Card.

4.8 You can cancel your Card without extra charge or fee at any time, provided that the cancellation will only be effective following receipt by us of the payment of all sums due to us in connection with the Card or pursuant to these Terms and Conditions.

4.9 You can lock your Card on the Mobile App at any time. This will disable any use of your Card.

4.10 Your Card is our property and is non-transferable.

4.11 Subject to Applicable Regulations, we may suspend or cancel your Card, or refuse to renew or replace your Card, without giving you any prior notice or reason.

4.12 Your Card will be automatically cancelled if:

- (a) your Savings Account is closed;
- (b) the Services are terminated;
- (c) these Terms and Conditions as between us are terminated; or
- (d) we exercise our right subject to Clause 4.11.

4.13 You agree and undertake to destroy your Physical Card if your Card expires, is cancelled or we issue a renewed or replaced Physical Card to you.

4.14 You must immediately surrender your Card to us upon demand.

4.15 If your Virtual Card is cancelled (for whatever reason), your Physical Card is automatically cancelled.

5. Use of your Card

5.1 You can use your Card anywhere that it is accepted, noting that:

(a) your Virtual Card can only be used for online transactions, and any other transactions as we may approve at our sole discretion from time to time;

(b) in addition to the use cases stated in (a) above, if you choose to add your Card to a digital wallet on your mobile device, your Card can be used to make purchases using the digital wallet; and

(c) in addition to the use cases stated in (a) above, your Physical Card can also be used at an ATM or a point of sale (where available) for transactions we may approve at our sole discretion from time to time.

5.2 We may introduce, amend, limit, suspend, withdraw or cancel any service in respect of your use of the Card and any related rights or benefits at our discretion at any time without prior notice.

5.3 You can choose to add your Card to a digital wallet on your mobile device (if offered on your mobile device) and make purchases using the digital wallet. If you do so, you are deemed to agree to and be bound by any additional terms applicable to such use. For the purposes of this Part, use of your Card includes use of your Card in a digital wallet.

5.4 You authorise us to debit (without notice to you) from your Savings Account the amount of any withdrawal, transfer and/or other transaction arising from the use of your Card.

5.5 We may process a transaction arising from the use of your Card (and the transaction shall be deemed authorised by and binding on you) if we reasonably believe that it is given or authorised by you without being liable in any circumstance. You should use reasonable endeavours to prevent your Card from being used without your authorization, and procure that your Card is used only once at a point of sale or merchant location for each transaction.

5.6 Our right to debit your Savings Account under this Clause shall not be affected by disputes between you and third parties (including disputes between you and merchant for the underlying transaction).

5.7 If you use your Card for any transaction effected in a currency other than the default currency (provided that such default currency has been designated by you and accepted by us) or if you use your Physical Card to withdraw cash at an ATM or point of sale (where available), the transaction amount will be settled as follows, and, for the avoidance of doubt, any amount we debit under this Clause 5.7 will include any charges imposed by us and/or the relevant payment network as shown in the fees and charges made available on the Bank's Mobile App or the Bank's Website or provided to you on request:

(a) If your Card is activated with multi-currency transaction functionality as may be offered by us from time to time, and the transaction currency is supported by the multi-currency transaction functionality:

- (i) If there are sufficient available funds in the corresponding transaction currency balance, we will debit the full transaction amount from that balance.
- (ii) If there are insufficient funds in the corresponding transaction currency balance, or if the corresponding transaction currency is disabled, we may convert the transaction amount into the default currency at our prevailing exchange rate between the transaction currency and the default currency; and we will debit the default currency equivalent from your default currency Savings Account.

(b) If your Card is activated with multi-currency transaction functionality as may be offered by us from time to time, but the transaction currency is not supported by the multi-currency transaction functionality:

We will convert the transaction amount into the default currency at our prevailing exchange rate at the time of processing and debit the corresponding default currency amount from your default currency Savings Account.

(c) If there are insufficient available funds in the relevant account(s) to settle the full transaction amount (or its converted equivalent), we reserve the right to decline the transaction.

(d) We may effect any currency conversion at a rate we reasonably consider appropriate at the time of processing, and any such rate shall be final and conclusive. You agree to bear all exchange rate differences, risks, charges, commissions and other associated costs imposed by us and/or the relevant payment network, as disclosed on the Bank's Mobile App, Website, or as otherwise made available upon request.

(e) For the avoidance of doubt, we will not aggregate balances across different accounts or currencies to settle a transaction unless otherwise permitted by us. We may impose limits on the transactions or cash withdrawals made using your Card without giving any prior notice to you, including (without limitation) limits per transaction, by category (such as withdrawal or spending) or in a given timeframe. We may waive or vary such limits from time to time. You can view details of these limits in the Mobile App.

5.8 You may also set and change your own personal limits for spending, transacting or making cash withdrawals using your Card.

5.9 You must not (or allow anyone else to) use your Card:

- (a) for purchases of goods or services which you reasonably know or believe would impose operational, reputation or compliance risks on us;
- (b) for any unlawful activity (including, without limitation, a purchase of goods or services that is illegal or prohibited by the laws of Hong Kong or by the laws of the country where the purchase is made); or
- (c) to pay debts incurred in connection with online gambling, wagering or betting activities conducted via the internet.

You must tell us immediately if you become aware that your Card has (or may have) been used in any of these ways.

5.10 We are not liable for:

- (a) the refusal of any merchant, financial institution or other person to accept your Card;
- (b) any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person. You must resolve any complaint against any merchant, financial institution or other person yourself and no claim against any of them may be made against or set off against us;
- (c) any loss or damage which you may suffer or incur in connection with any cancelled, reversed or refunded transactions or chargebacks, including (without limitation) any discrepancy between the original transaction amount deducted from your Savings Account and the amount credited to your Savings Account pursuant to the reversal or refund;
- (d) any delay or failure in providing any services to you in respect of your use of the Card to the extent that it is caused or attributed to any circumstances outside our reasonable control; or

(e) any consequential or indirect losses arising from or in connection with your use of the Card.

5.11 We are not obliged to, and may deny to, effect a Card transaction:

- (a) if it would cause, in our opinion, any limits imposed by us or yourself on your spending, transactions or cash withdrawals to be exceeded;
- (b) if you do not have sufficient funds in your Savings Account;
- (c) if we have reasonable grounds to believe that such transaction is illegal, fraudulent, dishonest, unauthorised or used for any of the purposes set out in Clause 5.10 above, or if we have reasonable grounds to believe that there is or has been a breach of Applicable Regulations.
- (d) if your Card is locked or your Savings Account is closed;
- (e) to protect us from fraud or other loss; or
- (f) if we deem it reasonably necessary to do so.

5.12 In respect of the use of your Virtual Card, you undertake that you will:

- (a) Access or store the Virtual Card on a mobile device of such type or model as may be prescribed or accepted by us from time to time. We may vary the type or model or withdraw an existing type or model of mobile device at any time without prior notice.
- (b) Not allow any unauthorized person to access or use your mobile device (and your Virtual Card). It is your responsibility to take appropriate measures to monitor and control the use of your mobile device (and your Virtual Card) to adopt proper safeguards against improper use by unauthorized persons or for unauthorized purposes. If there are any suspicion of unauthorized access, you should promptly notify us;
- (c) Ensure that the mobile device is not tampered with (e.g., rooted, hacked, jail-broken, etc.);
- (d) Ensure that the biometric credentials stored on your mobile device (including facial recognition, fingerprint recognition, etc.) are your own, and that you only use your own biometric credentials to access your mobile device;
- (e) Not use facial recognition to access your mobile device (and Virtual Card) if you have an identical twin sibling or if your facial features may change or develop; and
- (f) Delete the Virtual Card from your mobile device before you sell or otherwise dispose of your mobile device, and upon cancellation of the Virtual Card, remove it from your mobile device.

6. Fees and charges

- 6.1 You are required to pay to us the fees and/or charges in respect of your Card in accordance with the fees and charges made available on the Mobile App or the Website or provided to the Customer on request, or as we may notify you from time to time.
- 6.2 We may collect fees or charges from you in such manner and at such intervals as we may specify from time to time. We may vary the fees or charges and the frequency of payment by notice. Any fees or charges paid are not refundable unless we agree otherwise.
- 6.3 You are required to pay all costs and expenses reasonably incurred by us in connection with your Card. These costs and expenses may include (without limitation) any applicable taxes, duties and levies payable in respect of the use of your Card, any expenses for preserving or enforcing our rights in connection with your Card, any fees and charges related to ATM cash withdrawals, card replacements, dispute handling, statement retrieval and personal data access, fees and charges imposed by the relevant payment network (such as VISA or Mastercard) etc.
- 6.4 We are entitled to debit any of your Accounts with all sums payable by you to us. Any delay in debiting does not constitute our waiver or affect our rights under these Terms and Conditions.
- 6.5 If the debiting of an Account would cause the Account to be overdrawn, we may, at our sole discretion and without prior notice, consider it as your request for an unauthorised overdraft. In such scenario, we may accept your request and process the transaction by providing you with an overdraft. We may notify or contact you and you agree and undertake to cooperate with our request in respect of the payment of the overdraft. The amount of overdraft will be subject to the charges or fees as determined by us from time to time.

7. Your responsibilities and liabilities

- 7.1 You must protect your Card, PIN and device to make sure that only you can take money out of your Savings Account or effect any payment or transaction with your Card. You should comply with the security guidelines and instructions we may provide you from time to time.
- 7.2 To protect your Card:
- (a) always keep your Card in a safe place; and
 - (b) never lend your Card to anybody or tell anyone your PIN.
- 7.3 To protect your PIN:
- (a) destroy any original printed copy of the PIN for the Physical Card;

- (b) don't write down or record the PIN without disguising it;
- (c) don't choose a PIN that includes numbers that can be easily guessed (such as your date of birth, telephone number or vehicle number plate);
- (d) don't use the same or similar numbers currently or previously used for your other bank accounts; and
- (e) don't share your PIN with any other person, or write it down on your Card or anything usually kept with or near it.

7.4 You must notify us (by calling us at +852 3718 1818), change your PIN and lock your Card on the Mobile App immediately if you know or suspect that:

- (a) your PIN has been disclosed or used by any unauthorised person;
- (b) any other person has gained unauthorised access or possession of your Card or used your Card improperly;
- (c) your Card is lost or stolen;
- (d) a fraudulent or unauthorised bank transfer or bill payment has been made using your Card.

7.5 Unless and until we receive such notice, you will be bound by any transaction by any person whether or not authorised by you.

7.6 You are strongly advised to examine and check each transaction record of your Card in a timely manner and report any unauthorised transactions to us as soon as possible. If we do not receive any such report from you within 60 days from the transaction date, we will regard the transactions as correct and conclusive.

7.7 If your Card is lost or stolen and you have not acted fraudulently or with gross negligence, and have complied with the procedures set out under this Part, your liability prior to us receiving notification of your lost or stolen Card is limited to HK\$ 500.

7.8 If you report an unauthorised transaction, an unsuccessful refund or an erroneous charge or entry in respect of your Card indicated on your statement, in accordance with these Terms and Conditions before its settlement date, you are entitled to withhold payment of the disputed amount. While our investigation is on-going, we will not impose any finance charge on the disputed amount or make an adverse credit report against you. After we have investigated in good faith and if our investigation result shows that, in our opinion, your report was unfounded, we have the right to re-impose the finance charge on the disputed amount over the whole period (including the investigation period). Our decision made following our completion of an investigation is binding on you.

7.9 Subject to Clause 7.10 below, you are not liable in respect of losses incurred through:

- (a) the misuse of your Card when your Card has not been received by you;
- (b) Transactions not authorised by you arising from forgery or fraud:
 - (i) by a third party in relation to which we have failed to exercise reasonable care and skill; or
 - (ii) by us;
- (c) our default or negligence, including (without limitation) faults that have occurred in the terminals, or other systems used, which cause you to suffer direct loss unless the fault was obvious or advised by a message or notice on display; or
- (d) the use of a counterfeit Card.

Our liability for such losses shall be strictly limited to direct and reasonably foreseeable losses directly and solely arising as a result of any of the foregoing, and in any event not exceeding the amounts wrongly charged to your Savings Account together with any interest.

7.10 You are liable for all losses and damages in respect of the use of your Card if you have:

- (a) acted fraudulently or grossly negligently;
- (b) failed to inform us as soon as reasonably practicable after becoming aware that your Card has been lost, stolen or the PIN has been disclosed to an unauthorised person; or
- (c) failed to follow the safeguards or comply with your obligations under this Part, these Terms and Conditions or other recommendations issued by us from time to time regarding the safety and security of your Card and the PIN.

8. Indemnity

8.1 Subject to the Applicable Regulations and these Terms and Conditions, you will indemnify and reimburse us for all actions, proceedings and claims which may be brought by or against us, and for all our losses and damages, and all reasonable costs and expenses which we may incur or suffer, arising from or in connection with our provision or your use of your Card, unless due to our fraud, negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such negligence or wilful default.

8.2 This Clause 8 is in addition to any other indemnity set out in these Terms and Conditions.

8.3 This Clause 8 shall continue after the termination of your Card.

9. Rewards on your Airstar Card

From time to time, we may at our discretion offer you the opportunity to earn rewards (including but not limited to cashback, loyalty points and gifts) on certain eligible transactions on or uses of your Card. The rewards offered on your Card may be subject to additional terms and conditions applicable to the rewards. By participating in the rewards, you are deemed to agree to and be bound by any additional terms applicable to such rewards.

10. Collection and use of Your Information

10.1 We and any employee, contractor, agent or member of the Bank may use, transfer and disclose your information:

- (a) in connection with the purposes of provision of the Card and/or operation of or participation in the reward scheme/program;
- (b) (applicable to personal data) as set out in the Privacy Notice; and
- (c) in connection with matching against any data held by us or the Bank for whatever purpose (whether or not with a view to take any adverse action against you), (a) to (c) are collectively referred to as the "Purposes").

10.2 We may (as necessary and appropriate for the Purposes) transfer and disclose any of your information to the following recipients (each of whom may also use, transfer and disclose such information for the Purposes):

- (a) the recipients set out in the Privacy Notice;
- (b) third party service providers or business partners based in Hong Kong or overseas that we may engage for the purposes of operating or participating in reward scheme/program.

11. Third party services offered with your Card

11.1 We may enter into arrangements with third parties (such as service providers and merchants) to offer you additional services or features on your Card.

11.2 These are provided to you on a best efforts basis only. We are not liable for any loss you suffer in connection with any of these services or features.

11.3 The use of your Card is also subject to the relevant payment network's (such as VISA's or Mastercard's) terms and conditions, as applicable.

11.4 The relevant payment network may give you access to other services provided by third parties and other services (such as value-added services). Your access to such other services are subject to the terms of such services.

12. Amendments

12.1 We will give you at least 60 days' notice of any significant change to the terms and conditions in this Part, unless such changes are not within our control. Otherwise, we will give you reasonable notice before effecting a change.

13. Termination and Suspension

13.1 Subject to the Applicable Regulations and these Terms and Conditions, we may suspend or terminate your use of the Card at any time without giving you reason. You may terminate your Card through such channels and in such manner as we may designate from time to time.

13.2 To effect a termination, you shall take such steps as we may instruct from time to time.

13.3 Any suspension or termination of your Card will not affect any of your or our rights or obligations which may have accrued on or before the date of suspension or termination. The terms in these Terms and Conditions that by their nature are continuing shall survive such suspension or termination, including our disclaimers, limitations of liabilities and your indemnity in our favour.

14. Assignment by us or by you

14.1 We may at any time assign, novate or transfer any or all of our rights and obligations under these Terms and Conditions to any person without your agreement.

14.2 You are not allowed to charge, assign, novate or transfer any of your rights or obligations in relation to your Card, or these Terms and Conditions to any person unless with our prior written agreement.

15. Binding effect

These Terms and Conditions are binding on you and your successors and personal representatives and shall not be affected or terminated by the death, bankruptcy, incapacity, termination and/or winding up (where applicable) of you.

16. Waivers

A waiver by us of any provision of these Terms and Conditions will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

17. Partial invalidity

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable under any Applicable Regulation, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

18. No third-party rights

A person who is not a party to these Terms and Conditions has no rights to enforce or enjoy the benefit of any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

19. Governing Law, Jurisdiction and Version

19.1 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions.

19.2 These Terms and Conditions are governed by and will be construed in accordance with the laws of Hong Kong.

19.3 You irrevocably submit to the non-exclusive jurisdiction of Hong Kong courts to settle any dispute (whether contractual or not) arising out of or in connection with your Card or these Terms and Conditions. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

19.4 You waive any right you may have to immunity from legal proceedings, enforcement or other legal process in connection with your Card or these Terms and Conditions.

Appendix 1

Terms and Conditions for use of Airstar Bank Visa Platinum Card (“Card”) through a Digital Wallet

1. Application

- 1.1. These terms and conditions (“**Terms and Conditions**”) apply to your use of your Card through a Digital Wallet and you agree to them by adding your Card to a Digital Wallet.
- 1.2. These **Terms and Conditions** supplement the Airstar Bank Visa Platinum Card Terms and Conditions (“**Platinum Card Terms and Conditions**”) and, together, they govern your Card. You must read these terms along with our **Platinum Card Terms and Conditions, Terms and Conditions of Use of Digital Banking Services** and **Privacy Principles**, and any other terms we may provide to you (“**Other Terms**”). These **Terms and Conditions** are in addition to any such Other Terms, and any transactions with your Card through a digital wallet remains subject to any such Other Terms (as applicable).
- 1.3. If there is any inconsistency between the provisions of these **Terms and Conditions** and the provisions of our Other Terms, the provisions of these **Terms and Conditions** shall prevail for the purpose of the use of Card through a Digital Wallet.
- 1.4. You may also be required to agree to your Digital Wallet provider’s terms and conditions, and their privacy policy. Those separate terms you agree with the Digital Wallet provider will not change or override these **Terms and Conditions** or our Other Terms. We have no control over your Digital Wallet provider’s decisions to change their terms and conditions or privacy policy.

2. Definitions

For the purposes of these terms, unless the context otherwise requires, the following words and expressions have the meanings below:

"Intellectual Property" has the meaning given to it in Clause 7.1.

"Authentication Factors" has the meaning given to it in Clause 3.1.

Any term not defined in these terms has the meaning given to that term in the Airstar Bank Visa Platinum Card Terms and Conditions.

3. Use of your Card through a Digital Wallet

- 3.1. In order to enroll and use your Card through a Digital Wallet on your device, you must:
 - (a) have internet connection, compatible telecommunications equipment, and a mobile phone service plan (if applicable);

- (b) use a device of a type or model specified by us on our website at <https://www.airstarbank.com> or Mobile App from time to time. We have the right to vary the type or model or withdraw an existing type or model of device at any time without prior notice; and
 - (c) follow the enrolment instructions and comply with the eligibility and verification requirements set out in the Digital Wallet on your device.
- 3.2. We reserve the right to decline the enrolment of your Card to a Digital Wallet at our sole discretion.
- 3.3. The Digital Wallet provider may also limit the number of cards that you may store in one Digital Wallet from time to time. We cannot control this.
- 3.4. We have the right to specify or vary limits relating to the use of your Card through a Digital Wallet at any time without prior notice, including:
 - (a) limit(s) on the number of devices in which your Card can be stored;
 - (b) cap(s) on the amount per transaction or the number of transactions you can make for using your Card through a Digital Wallet.
- 3.5. Your Card enrolled to a Digital Wallet can be used:
 - (a) to make contactless payments at merchants who accept such contactless payments by the relevant Digital Wallet; or
 - (b) to make payments for “within Mobile App” transactions where payment by the relevant Digital Wallet is accepted.
- 3.6. Your Physical Card, Virtual Card and Card used through a Digital Wallet constitute one and the same card and share the same Account. All transactions with your Card through a Digital Wallet will be recorded in your account statement covering the relevant period. There will not be a separate statement for transactions on your Card used with a Digital Wallet.
- 3.7. We do not impose any additional fees for using your Card through a Digital Wallet. However, you are solely responsible for any fees or charges imposed by third parties (such as your telecommunications provider) for your use of a Digital Wallet. For the avoidance of doubt, all applicable interest, fees and charges that apply to your Card (if any) will apply to your use of your Card through a Digital Wallet.
- 3.8. Subject to applicable regulations, we may at any time without prior notice:
 - (a) terminate your use of your Card through a Digital Wallet;
 - (b) modify or suspend the types or the amount of transactions you are allowed to use with your Card through a Digital Wallet; and/or

(c) change the authentication process for use of your Card through a Digital Wallet.

3.9. If we have cancelled, de-activated or suspended your Card (whether pursuant to your request or otherwise), we will also disable your ability to use your Card through a Digital Wallet. Please note that this is the case even though you may still see your Card in the Digital Wallet.

4. Your responsibilities and liabilities

4.1. You are responsible for:

- (a) keeping your username, password, and/or your biometric information (including fingerprint recognition, facial recognition, etc.) required to access a Digital Wallet (“Authentication Factors”) confidential;
- (b) taking reasonable precautions to keep your Card details (including the card number, cardholder name, card security code (CVV) and expiry date) safe and preventing loss, theft or fraudulent use of them; and
- (c) preventing fraudulent or unauthorised use of your Card through a Digital Wallet.

You should refer to the security advice we will provide you from time to time.

4.2. To protect your Authentication Factors:

- (a) destroy any original printed copy of the PIN;
- (b) understand about the risks associated with the adoption of biometric, soft token or device binding as one of the authentication factors used for initiating relevant transactions (e.g., contactless mobile payment) and the relevant protection measures to secure the devices and authentications;
- (c) don't allow anyone else to use your Card and authentication factors;
- (d) don't write down the PIN on your Card or anything usually kept with or near it;
- (e) don't write down or record the username, password or PIN without disguising it;
- (f) notify us as soon as practicable after you identify unusual or suspicious transactions on your Card;
- (g) ensure your contact details registered with us for the purpose of receiving important notifications from us (for example, SMS and email notifications for online payments) are up-to-date to allow the relevant notifications to be delivered to you on a timely basis;
- (h) don't choose a PIN that includes numbers that can be easily guessed (such as your date of birth, telephone number or vehicle number plate);

- (i) don't use the same or similar numbers currently or previously used for your other bank accounts;
- (j) ensure you read and follow any security guidelines and terms and conditions that your Digital Wallet provider may issue from time to time;
- (k) safeguard your Authentication Factors that used for initiating transactions and do not disclose any sensitive information.

4.3. You must report to us immediately if you know or suspect that:

- (a) your device which holds your Card in the Digital Wallet / Authentication Factors has been lost, stolen or tampered with;
- (b) someone else knows your Authentication Factors; or
- (c) there has been unauthorised access to your Authentication Factors or Card in the Digital Wallet.

4.4. You must delete your Card from a Digital Wallet before you sell or otherwise dispose of your device or pass your device temporarily to someone else.

4.5. Unless the Airstar Bank Visa Platinum Card Terms and Conditions expressly provide otherwise, you are liable for all instructions or transactions effected on your Card through a Digital Wallet regardless of whether or not the transaction was authorised by you. All such instructions and transactions are irrevocable and binding on you.

4.6. You acknowledge the ease with which unauthorised transactions may be carried out through a Digital Wallet and accept all risks associated with such transactions.

4.7. Without prejudice to anything stated in this Clause 4, your liability for disputed transactions on your Card through a Digital Wallet effected after such loss, theft (including loss or theft of your device), unauthorised use or disclosure is as set out in our Other Terms, and in particular the Airstar Bank Visa Platinum Card Terms and Conditions.

5. Privacy and notifications

5.1. Unless restricted by Applicable Regulations, you agree that we may from time to time collect, disclose, store and use technical, transactional, location or other general or personal information and data relating to you and your use of your Card through a Digital Wallet, including any information communicated to us relating to your use of your Card and/or Digital Wallet.

5.2. 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 Privacy Notice, including to:

- (a) the Digital Wallet provider that supports the Card as well as the Digital 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.

5.3. You may be providing your personal data and Card details and transaction details to the Digital Wallet provider by registering, storing and using your Card through a Digital Wallet. We have no control of the privacy and security of your personal data and information provided by you to the Digital Wallet provider, which is governed by the privacy policy of and any agreement you may have with the Digital Wallet provider.

5.4. We will also make certain account and transactional information relating to each enrolled Card available for display on a Digital Wallet, and this may include information such as your most recent transactions or other data relating to you and/or the Card enrolled in the Digital Wallet. Where applicable, you may be able to customise or decline having such data displayed on a Digital Wallet. Please check with the Digital Wallet provider as to whether you can turn off this feature manually.

5.5. Notification messages will be sent to you through a Digital Wallet by us from time to time as we deem necessary, for example, services notifications or alerting you as to any security or precautionary measures. We strongly advise that you do not deactivate the notification function of a Digital Wallet to receive such messages.

6. Removing, replacing, and renewing your Card in a Digital Wallet

6.1. You can remove your Card from a Digital Wallet by following the instructions in your Digital Wallet, as provided by your Digital Wallet provider. Once you have removed your Card from a Digital Wallet, you will have to re-enrol your Card if you wish to use it through a Digital Wallet again.

6.2. If you remove your Card from a Digital Wallet, you may continue to use your Card for transactions and purchases other than through a Digital Wallet, provided your Card has not expired, or been cancelled or suspended. Upon cancellation of the Card, remove it from your device.

6.3. Where your Card is replaced, or we issue you a new Card, we will render the original Card inactive from a Digital Wallet. Once you receive your replaced or renewed Card, you may be required to enrol your new Card to use through the Digital Wallet on your device.

6.4. Your Card may also be removed from a Digital Wallet as required by the Digital Wallet provider – please see your Digital Wallet provider's terms and conditions for the circumstances in which this might occur.

6.5. For security reasons, from time to time you may be asked to re-enrol your Card to a Digital Wallet. If you do not do so upon such request, you will not be able to use your Card for any purchase through a Digital Wallet.

7. Limitation of our liability and indemnity

7.1. You acknowledge and accept that the Digital Wallet is made available to you by the Digital Wallet provider on compatible devices. We are not the provider of your Digital Wallet, and we are not responsible for providing the Digital Wallet service to you. We have no control over the Digital

Wallet on your device, or your device. We are therefore not responsible for any failure of the Digital Wallet, or your inability to use the Digital Wallet for any transaction. We are also not responsible for the performance or non-performance by the Digital Wallet provider or any third parties that may impact your use of the Digital Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Card through the Digital Wallet.

- 7.2. To the extent the Applicable Regulations permit, you will indemnify and reimburse us for all actions, proceedings and claims which may be brought by or against us, and for all our losses and damages, and all reasonable costs and expenses which we may incur or suffer, arising from or in connection with your enrolment and use of your Card through a Digital Wallet, including but without limitation, our enforcement of these terms, unless due to our fraud, gross negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such fraud, gross negligence or wilful default.