

Terms of Service for One-time Password for Online Payment

Your use of the One-time Password (“OTP”) provided by Standard Chartered Bank (Hong Kong) Limited (the “Service”) is subject to the following Terms of Service agreement (“TOS”). Please read the TOS carefully and make sure that you have understood it fully before using the Service.

In this TOS:

- (a) “Card” means a credit card issued by the Bank including principal credit card and its supplementary credit card;
- (b) “Cardholder Agreement” means the agreement in force from time to time between you and the Bank which governs the issue and terms of use of a Card in respect of which the Service is used;
- (c) “we,” “us,” or “our” refers to (i) Standard Chartered Bank (Hong Kong) Limited or its successors and assigns (hereinafter the “Bank”); and/or (ii) any third parties operating the service on behalf of Standard Chartered Bank (Hong Kong) Limited (“Third Party Operators”);
- (d) “you,” “your,” or “yours” refers to the cardholder using the Service.

1. ACCEPTANCE OF TERMS

- (a) The provision of the Service to you is subject to this TOS and the Cardholder Agreement. We reserve the right to change the TOS from time to time. We will give you prior notice of these changes by posting a notice on our website or by such other means as we, acting reasonably, determine. You can review the currently applicable version of the TOS by returning to this page at any time. In addition, when using the Service, you shall be subject to any posted guidelines or rules applicable to the Service that may be posted from time to time at the Bank’s website.
- (b) You agree that your continued use of the Service after you have been advised of revisions to this TOS either by notice on the Bank’s website or otherwise shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- (c) Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change the Service shall be subject to this TOS.
- (d) The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- (e) Upon the Bank’s request, you agree to sign a non-electronic version of this TOS.

2. AUTHENTICATION

- (a) When engaging in an online transaction whereby the Service is required, an OTP will be sent to your mobile phone number via SMS. You must input the OTP in order to complete the applicable online payment transaction. The Service is applicable to the Principal and its Supplementary Cardholder with a valid Hong Kong mobile phone number registered with the credit card system of the Bank. Registration for the Service is not required. If you are unable to provide your OTP, or if the authentication through the Service otherwise fails, the merchant may not accept your Card in payment for that transaction. You agree that we shall not be liable in any way for any merchant’s refusal to accept your Card(s) for any payment, regardless of what the reasons may be.
- (b) By using the Service you assent to the use of the Service to evidence your identity and the use of your Card(s) to make payment for transactions authorised using the Service (including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals).

3. PRIVACY POLICY

- (a) By using the Service, you authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies, information about you, your credit cards, to use in connection with the Service. (b) The Bank’s use of all personally identifying information about you is subject to the Data Privacy provisions set out in your Cardholder Agreement and the Bank’s privacy policy (the “Privacy Policy”). For more information, please see the full Privacy Policy at the Bank’s website.

4. SECURITY

- (a) You agree to safeguard the confidentiality of your card number and other verification or personal assurance information established by you with the Service (“Security Data”). You agree not to transfer or sell your use of, or access to the Service to any third party. Save as set out in Section 4(d), if you let any other person use your Security Data or disclose your Security Data to another person, you will be liable for all claims, losses and consequences arising from or in connection with all transactions made using the Service by or with the consent of that person, and all activities that occur using your Security Data.
- (b) If you have contributed to an unauthorised transaction, (for example by keeping a written record of your Security Data, failing to take reasonable steps to prevent disclosure of your Security Data to any other person, failing to take reasonable steps to observe any of your security duties referred to in this TOS, or delay in notifying us of an actual or possible disclosure to any other person of your Security Data) you may be liable for some or all of the losses resulting from the unauthorised transaction.
- (c) You agree to immediately notify the Bank by contacting us as we require in the Cardholder Agreement for a lost or stolen card or of any unauthorized use of the verification information, or any other breach of security.
- (d) You are not liable under this TOS for loss caused by:
 - (1) fraudulent or negligent conduct by our employees or agents, or parties involved in the provision of the Service;
 - (2) faults that occur in our systems, including the systems used to provide the Service, unless the faults are obvious or advised by a notice or message;
 - (3) unauthorised transactions occurring before you have established your Security Data; or
 - (4) any other transactions where it is clear that you could not have contributed to the loss.

5. YOUR CONDUCT

You agree not to:

- (a) impersonate any person or entity using the Service;
- (b) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Service;
- (c) spam or flood the Bank’s website or the Service;
- (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service (including, without limitation, the website) or the software used in connection with the Service;
- (e) remove any copyright, trademark, or other proprietary rights notices contained in the Service;
- (f) “frame” or “mirror” any part of the Service (including, without limitation, the website) without the prior written authorization of us;
- (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Service (including, without limitation, the website) or its contents;
- (h) otherwise interfere with, or disrupt, the Service or servers or networks connected to the Service, or violate this TOS or any requirements, procedures, policies or regulations applicable to the Service or of any networks connected to the Service; or
- (i) intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Third Party Operators (all of which shall constitute “Applicable Law”) in connection with your use of the Service.

6. OUR LIABILITY

- (a) Where you are a “personal customer” in terms of the Code of Banking Practice in force from time to time (“Banking Code”), nothing in this TOS is intended to limit the application of the Banking Code, and this TOS shall be deemed to be modified to the extent necessary to give effect to the foregoing.
- (b) Nothing in this TOS shall operate as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by Applicable Law.
- (c) To the maximum extent permitted by Applicable Law:
 - (1) We do not give any warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and we exclude all implied warranties and conditions.
 - (2) You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
 - (3) You agree and acknowledge that Third Party Operators assumes no responsibility and shall not be liable in anyway whatsoever to you or to any third party for your use of the Service.
 - (4) You acknowledge and agree that, except as otherwise in the Cardholder Agreement, the Bank shall not be liable for any loss or damage arising from your failure to comply with this TOS.
 - (5) Under no circumstances will we be liable for any consequential, incidental, special or indirect losses or for loss of profit, business interruption or loss of business opportunities resulting from your use of the Service regardless of whether such damages arise in contract, tort (including negligence) or otherwise and regardless of whether we have been advised of, or are aware that such damages have been or may be incurred.
 - (6) Due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default.
 - (7) We assume no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of or downloading from the Services (including, without limitation, the website).

7. DEALINGS WITH MERCHANTS

- (a) You understand that use of the Service does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant requires the OTP. For example, the Bank does not verify the identity of the merchant or endorse the quality of the merchant’s goods or services.
- (b) The Service can only be used when shopping at participating online merchants.
- (c) If there is any inconsistency between our internal records, and information relating to your Card(s) and related account(s) or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

8. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use the Service and to create binding legal obligations for any liability you may incur as a result of the use of the Service. Except as otherwise provided by Applicable Law or in the Cardholder Agreement, you understand that you are financially responsible for all uses of the Service by you and those authorized by you to use your Registration Data, your password or other verification information.

9. PROPERTY RIGHTS

- (a) The Service is protected by copyright and all Applicable Law. The Bank, Third Party Operators and/or their suppliers retain all right, title, and interest in the Service and all content, information, websites, software, and other materials related thereto.
- (b) Some of the names referenced in the Service are trademarks or registered trade marks. You agree not to use any trade marks referenced or any confusingly similar marks for any purpose without the express prior written consent of the owner of the mark in each instance.

10. GENERAL

This TOS will be construed and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”), without reference to its conflict-of-laws rules. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the Hong Kong courts.

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

網上交易服務一次有效密碼之服務條款

閣下使用渣打銀行(香港)有限公司提供的一次有效密碼(「一次有效密碼」)服務(「此服務」)須遵守以下服務協議條款(「服務條款」)。閣下使用此服務前,請仔細閱讀服務條款,並確保閣下完全明白該等條款。

在本服務條款中:

- (a) 「信用卡」指本行發出之信用卡包括主卡及其附屬卡;
- (b) 「持卡人協議」指閣下與本行就此服務訂立並不時有效的有關信用卡的發行及使用條款的協議;
- (c) 「本行」、「我們」或「我們的」指 (i) 渣打銀行(香港)有限公司或其繼承人及受讓人(下稱「本行」);及/或 (ii) 代表渣打銀行(香港)有限公司的任何第三方營運商(下稱「第三方營運商」);
- (d) 「閣下」、「你」或「你的」指使用此服務的信用卡持卡人。

1. 接受條款

- (a) 此服務的提供,須受本服務條款及持卡人協議約束。本行保留不時更改服務條款之權利。若有任何更改,本行將在我們的網站登錄通告,或以本行在合理行事之下決定的其他方式事先通知閣下。閣下可隨時返回本頁,細閱現時適用的服務條款版本。此外,閣下使用此服務時,須遵守在本行網站不時登錄的任何適用於此服務並已登錄的指引或規則。
- (b) 閣下同意,若閣下在透過本行網站的通告或其他方式獲知本服務條款的修訂後仍繼續使用此服務,即構成閣下同意該等經修訂的條款及任何適用的並已登錄的指引或規則。
- (c) 除非另行明確訂明,任何加強、提升或以其他方式更改此服務的新項目,均須受本服務條款規限。
- (d) 本行保留隨時及不時在發給或不發給通知的情況下暫時或長期修改或停止此服務(或其中部分)的權利。
- (e) 在本行要求下,閣下同意簽署本服務條款的非電子版本。

2. 核證

- (a) 在進行網上交易並需要此服務時,一次有效密碼將以短訊形式傳送到閣下之手提電話號碼。閣下須提供一次有效密碼以完成網上交易。此服務適用於本行信用卡系統內存有有效香港手提電話號碼之主卡及其附屬卡客戶。使用此服務並無須登記。若閣下未能提供一次有效密碼,或無法通過此服務的核證程序,商戶可能拒絕接受以閣下的信用卡支付交易帳項。閣下同意,若任何商戶因任何原因拒絕接受以閣下的信用卡付款,我們均無須在任何方面負責。
- (b) 閣下若使用此服務,即表示閣下同意以此服務證明閣下的身分及閣下使用信用卡支付以此服務授權作出的交易帳項(包括授權作出事先授權為定期進行的交易)。

3. 私隱政策

- (a) 閣下使用此服務,即表示閣下授權本行向本行選定的若干第三方(包括消費者信用調查機構及其他消費者呈報機構),獲得有關閣下及閣下信用卡的資料以便就此服務加以使用。
- (b) 本行對所有有關閣下的個人身分資料的使用,須受閣下的持卡人協議訂明的資料保密條文及本行的私隱政策(「私隱政策」)規限。詳情請瀏覽本行網站參閱私隱政策全文。

4. 保安

- (a) 閣下同意對閣下的信用卡號碼及閣下就此服務確定的其他驗證或個人證明資料(「保安資料」)加以保密。閣下同意不會向任何第三方轉讓或出售閣下對此服務的使用權或接入權。除第4(d)條訂明外,若閣下容許任何他人使用閣下的保安資料或向他人披露閣下的保安資料,閣下須對由該人同意或在該人同意下使用此服務所進行的一切交易及所有因使用閣下的保安資料而發生的活動所引起的或與之有關的所有申索、損失及後果負責。
- (b) 若閣下促成一項未經授權的交易(例如透過保存閣下保安資料的書面紀錄,沒有採取合理的措施防止閣下的保安資料洩露予任何他人,沒有採取合理的措施履行本服務條款中所述閣下的保安責任,或並未就已實際或可能向任何他人披露保安資料的事實及時通知本行),閣下可能須對該未經授權的交易所引起的部分或全部損失負責。
- (c) 若閣下的信用卡遺失或被竊,或閣下的驗證資料未經授權而被使用,或發生任何違反保安的情況,閣下同意立即通知本行,按本行在持卡人協議中規定的方式聯絡本行。
- (d) 對由於下列原因所引起的損失,閣下無須根據本服務條款而負責:
 - (1) 本行僱員或代理人或參與提供此服務的各方的欺詐行為或疏忽;
 - (2) 本行的系統(包括用以提供此服務的系統)發生故障,除非該等故障是明顯的或已透過發出通知或訊息知會;
 - (3) 閣下在確定閣下的保安資料之前已經發生的未經授權交易;或
 - (4) 任何其他顯然並非因閣下造成損失的交易。

5. 閣下的行為

閣下同意不會:

- (a) 假冒任何人士或機構使用此服務;
- (b) 以上載、登錄、電子郵件或其他方式傳送任何載有軟件病毒的材料,或任何其他旨在干擾、破壞或限制此服務所用電腦軟件或硬件或電訊設備功能的電腦代碼、檔案或程式;
- (c) 濫發郵件使本行網站或此服務出現阻塞情況;
- (d) 修改、改編、分發許可、編譯、出售、倒序製造、倒序匯編或拆裝此服務任何部分(包括但不限於網站)或就此服務使用的軟件;
- (e) 移除此服務所載任何有關版權、商標或其他專有權利的通知;
- (f) 在未經我們事先書面授權之下將此服務任何部分(包括但不限於網站)進行「組幀」或「鏡像」;
- (g) 使用任何機械人、網蛛、網站搜尋/檢索應用方案或其他自動裝置或程式,檢索、索引、「數據開採」或以任何方式複製或規避此服務(包括但不限於網站)或其內容的航網結構或說明;
- (h) 以其他方式干擾或中斷此服務或連接此服務的伺服器或網絡,或違反本服務條款或任何適用於此服務或任何連接到此服務的網絡的要求、程序、政策或規定;或
- (i) 故意或無意地違反任何與閣下使用此服務有關的本地、國家或國際適用法例、規定、監管指引或司法或行政解釋,或第三方營運商確立的任何規則或要求(以上各項均構成「適用法律」)。

6. 本行的責任

- (a) 若閣下是不時有效的《銀行營運守則》(《銀行守則》)中界定的「個人客戶」,本服務條款中任何條文均不會限制《銀行守則》的適用範圍,而本服務條款須在必要的範圍內被視為已被修改,以便使上述規定有效。
- (b) 本服務條款中任何條文並不排除或限制任何適用法律所禁止排除或限制的責任。
- (c) 在適用法律允許的最大範圍內:
 - (1) 我們並未就此服務作出任何保證或條件(不論是明示的、默示的、法定或其他),我們均排除所有默示保證或條件。
 - (2) 閣下同意我們均無須就此服務的任何修改、暫時中止或停止提供而對閣下或任何第三方負責。
 - (3) 閣下同意及承認,第三方營運商無須就閣下使用此服務而在任何方面對閣下或任何第三方承擔任何責任。
 - (4) 閣下承認及同意,除持卡人協議另行訂明外,本行無須就閣下沒有遵守本服務條款所引致的任何損失或損害負責。
 - (5) 在任何情況下,我們均無須對閣下使用此服務所引起的任何後果性、附帶、特別或間接損失或利潤損失、業務中斷或業務機會的損失負責,不論該等損害是否根據合約、侵權行為(包括疏忽)或其他原因引起,也不論本行是否已獲悉或知道該等損害已經或可能產生。
 - (6) 基於此服務的性質,本行將不會對由於閣下使用此服務所引起的閣下資料、軟件及電腦、電訊或其他設備的損失或損壞負責,除非該損失或損壞是直接及完全由於本行疏忽或故意失責所致。
 - (7) 對由於閣下接入、使用此服務(包括但不限於網站)或從中下載資料而對閣下的電腦設備或其他財物造成的損害或任何可能影響閣下的電腦設備或其他財物的病毒,我們均無須承擔任何責任。

7. 與商戶進行交易

- (a) 閣下明白,此服務的使用並未在任何方面表示本行對任何商戶作出推薦或認可,不論一次有效密碼是否適用於該商戶。舉例來說,本行並不核證商戶的身分或對商戶的商品或服務質素給予認可。
- (b) 閣下在向參加本行計劃的網上商戶購物之時才可使用此服務。
- (c) 若本行的內部記錄,與關乎閣下的信用卡、相關戶口或閣下對此服務的使用的資料有歧異,在沒有反證的情況下,應以本行的內部記錄為準。

8. 年齡及責任

閣下聲明閣下已達合法年齡,可以使用此服務及可就閣下使用此服務負起具有法律約束力的責任。除適用法律或持卡人協議另行規定外,閣下明白,凡閣下及獲閣下授權使用閣下的登記資料、閣下的密碼或其他驗證資料的人士使用此服務,閣下均須承擔財務責任。

9. 產權

- (a) 此服務受版權法及所有適用法律保護。本行、第三方營運商及/或其各自的供應商均保留對此服務及與之有關的所有內容、資料、網站、軟件及其他材料的一切權利、所有權及權益。
- (b) 此服務所提及的若干名稱均為商標或註冊商標。閣下同意,在每一情況下,未經商標擁有人事先明確書面同意,不會為任何目的使用所提及的任何商標或令人混淆地近似的商標。

10. 一般規定

本服務條款將按照中華人民共和國香港特別行政區法律解釋及詮釋,但無須參照其衝突法。與本服務條款之標的有關的訴訟,由香港法院具有全部司法管轄權,並以香港法院為唯一訴訟地點。
本服務條款的中、英文本如有歧異,概以英文本為準。