

AEON UnionPay QR Pay Terms and Conditions

Terms and Conditions for using AEON Credit Service (Asia) Co., Ltd ("AEON") AEON UnionPay QR Pay Service.

These Terms and Conditions (these "Terms") for AEON UnionPay QR Pay Services (UnionPay QR Pay) set out the terms and conditions under which AEON Credit Service (Asia) Co., Ltd ("AEON") agrees to provide UnionPay QR Pay to its Customers ("You"). UnionPay QR Pay is a service which allows you to make payments to designated retailers for goods and services supplied by the retailers by using a unique two-dimensional quick response code through the network operated by UnionPay International Company Limited ("UPI").

By binding a UnionPay Card to "AEON HK" Mobile App ("Mobile App") for UnionPay QR Pay, you will be considered to have accepted and agreed to be bound by these Terms. If you do not accept these Terms, you should not bind any card to the Mobile App for UnionPay QR Pay and use UnionPay QR Pay.

1. You may apply for the AEON UnionPay QR Pay service to enable you to make payment by scanning QR codes generated on your designated mobile device or generated by merchants with the point-of-sales terminals or readers specified or accepted by AEON (UnionPay QR Pay).
2. If AEON approves your application for UnionPay QR Pay, you will need to bind AEON UnionPay Credit Card or AEON Card Premium UnionPay to Mobile App. AEON will deduct or draw from the relevant card's account ("Card Account") the amounts paid using UnionPay QR Pay from time to time.
3. "AEON Cardholder Agreement" shall apply when you use UnionPay QR Pay, please refer to the "AEON Cardholder Agreement".
4. "AEON HK" Mobile App Terms & Conditions shall apply. You can select "Other Information" in the Mobile App to read the "AEON HK" Mobile App Terms & Conditions. In the event of any conflict or inconsistency between these Terms and the "AEON HK" Mobile App Terms & Conditions, these Terms shall prevail.
5. AEON has to collect and store the unique identifier and other information of the designated mobile device to enable us to generate and continue to provide the QR Code.
6. AEON does not charge any fees for using UnionPay QR Pay. Some merchants may charge you a fee for accepting payment through UnionPay QR Pay or impose a minimum transaction amount for using UnionPay QR Payment.
7. AEON has the right to set and vary the conditions for using UnionPay QR Pay and related functions from time to time, including the minimum and/or maximum transaction limits, whether per day, per month, per transaction or by other standard, and the transaction currency. AEON also has the right to specify and change the card scheme operator of the credit card from time to time.
8. Within the maximum limits set by AEON, you may also set your own maximum limits through-channels specified or accepted by AEON for using UnionPay QR Pay.
9. You may use UnionPay QR Pay to make payment for goods and services offered by merchants or other persons. You authorize AEON to deduct or draw the amount of these transactions from the Card Account.

10. After logging into the Mobile App with your personal credentials, you may make payments using UnionPay QR Pay without any other identity verification or authentication, irrespective of the payment amount. You authorize AEON to process the payments made by you using UnionPay QR Pay without checking your personal credentials before each payment, and you will be bound by these Terms accordingly.
11. To use UnionPay QR Pay, you must follow AEON user flow and rules, which may be updated by AEON from time to time. Please refer to the information in Mobile App for details of the user flow.
12. Setting up UnionPay QR Pay and making payments using UnionPay QR Pay are subject to AEON's approval. AEON has the right to refuse a transaction:
 - a. if there are insufficient credit limit from the Card Account;
 - b. if the Card Account is suspended or terminated for any reason or if AEON notes any irregularity regarding the Card Account;
 - c. if the transaction amount does not meet any minimum or maximum limit set by AEON or set by you; or
 - d. in compliance with any applicable regulatory requirements or as AEON consider appropriate.
13. A merchant may accept or reject any means of payment for its goods and services. AEON is not responsible for any merchant refusing to accept UnionPay QR Pay for making payments.
14. If the Card Account is suspended or terminated for any reason, AEON has the right to suspend or terminate UnionPay QR Pay. All rights and obligations incurred before suspension or termination of UnionPay QR Pay will remain effective.
15. If your transaction with UnionPay QR Pay is in a currency other than Hong Kong dollar, AEON has the right to deduct the transaction amount after conversion into Hong Kong dollar. AEON will determine the exchange rate by reference to the exchange rate used by the card scheme or payment network on the date of conversion.
16. AEON has the right to block or restrict international credit card usage or transactions in certain countries or locations at our discretion.
17. If you request AEON to contact the relevant card scheme or payment network to dispute a transaction, AEON may request you to provide evidence to support your case and will pass it to the card scheme or payment network. The card scheme and payment network may decide in its discretion whether to accept or reject your request and whether to refund the transaction amount. If AEON receives any refunded amount from the card scheme or payment network, AEON will refund such amount to you.
18. UnionPay QR Pay is provided to you on an "as is" and "as available" basis. AEON gives no warranty in relation to UnionPay QR Pay or any of its functions, whether express or implied, including AEON does not warrant the condition or performance of UnionPay QR Pay or whether it is fit for any particular purpose, or that it will be available on a timely basis or does not infringe third party rights, or that it is secure, error-free or will function without disruption. To the extent permitted by law, AEON disclaims all warranties and liabilities that UnionPay QR Pay will be free of computer viruses or other contaminating or destructive properties or that no damage will occur to your designated mobile device in the use of UnionPay QR Pay. Unless caused by AEON's fraud, willful misconduct or gross negligence, AEON is not responsible for any loss or damage that may be caused by the use of UnionPay QR Pay.

19. You should take reasonably practicable security measures when using UnionPay QR Pay. You should also refer to the security advice provided by AEON from time to time in the Mobile App or on our AEON's website.
 - a. Keep the designated mobile device safe and all personal credentials for logging into the Mobile App confidential. Do not allow anyone else to use the designated mobile device or your personal credentials. Safeguard them from loss, theft, accidental or unauthorized disclosure or use; and
 - b. Notify AEON via any of the channels described in these Terms as soon as reasonably practicable of any actual or suspected unauthorized transaction or incident, including loss, theft, or unauthorized disclosure or use of the designated mobile device, your personal credentials, UnionPay QR Pay or the credit card. Change the relevant personal credentials immediately.
20. If you have acted fraudulently or with gross negligence, you may be held liable for all losses resulting from unauthorized transactions.
21. You will be taken as having acted with gross negligence in one or more of the following cases:
 - a. if you knowingly allow another person to use the designated mobile device, your personal credentials, UnionPay QR Pay or credit card;
 - b. if you fail to notify AEON as soon as reasonably practicable of any actual or suspected unauthorized transaction or incident, including loss, theft, or unauthorized disclosure or use of the designated mobile device, your personal credentials, UnionPay QR Pay or the credit card; and
 - c. if you fail to take reasonably practicable steps to safeguard the security of the designated mobile device, your personal credentials, UnionPay QR Pay or credit card, including failing to follow the security advice given by AEON from time to time.
22. If you notify AEON as soon as reasonably practicable of any actual or suspected unauthorized transaction or incident, your maximum liability for the unauthorized transactions will be limited to the amount stipulated by the applicable law or regulatory requirements. However, such limit does not apply (and you may be liable for the full amount) if you have acted fraudulently or with gross negligence.
23. You should ensure that all information relating to a transaction and the merchant or other person receiving payment is accurate and complete before you execute the transaction. AEON accepts no responsibility for any loss, damage, cost, claim or demand of any kind or nature arising from or in connection with any inaccurate or incomplete information relating to any transaction.
24. In order to enable you to make payments using UnionPay QR Pay, you expressly authorize AEON to disclose your name, information about your Credit Card (including card number and card expiry date) and other personal data to
 - a. the merchant or other person receiving payment,
 - b. the operator of the relevant card scheme or payment network, and
 - c. any other person that is considered as necessary.

You may request to terminate UnionPay QR Pay at any time by following the instruction as specified by AEON, and you are liable for all transactions effected by using UnionPay QR Pay up to termination.

25. AEON may suspend or terminate your use of UnionPay QR Pay and any related function or feature (including the credit card) at any time without giving notice, in particular having regard to tax, legal or regulatory requirements, or where

UnionPay QR Pay has not been used to effect any transaction for more than 365 consecutive days or such other period as AEON may set from time to time.

26. Each time you use UnionPay QR Pay, if the terminal is working properly, you may obtain a receipt indicating the transaction amount and the transaction date. The transactions will be shown on the statements provided by AEON. You may also view the transaction records on the Mobile App.
27. If you change the credit card bound to the Mobile App during the period covered by a monthly statement, you should check the monthly statements for all of the applicable Card Account for all the transactions effected by UnionPay QR Pay during the relevant period.
28. AEON has the right to vary the provisions of this Terms and any fees or charges from time to time. AEON will give you prior notice with reasonable time before any significant variation takes effect. If you do not terminate UnionPay QR Pay in accordance with the above before the date on which a variation takes effect, you will be taken as having accepted that variation.
29. You are responsible for the data charges of using Mobile App imposed by your service providers.
30. These Terms are governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
31. The Chinese version of these Terms and Conditions is for reference only. If there is any discrepancy between the English version and the Chinese version, the English version shall prevail.