Mobile Payment Service

Addendum to AEON Cardholder Agreement

Please read these Terms and Conditions and the AEON Cardholder Agreement ("Cardholder Agreement") carefully before you store and use the eligible AEON Card (as designated by AEON from time to time) (each and together the "AEON Card") issued by AEON Credit Service (Asia) Company Limited ("AEON", "we", "us", "our") for mobile payment ("Mobile Credit Card"). By storing and using (whether or not authorized by you) your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions and the AEON Cardholder Agreement and will be bound by them. We reserve the right to decline any enrollment of your AEON Card to your mobile wallet without any reasons provided. You also acknowledge that your use of the mobile payment is subject to the terms and conditions set forth by mobile wallet providers with respect to the use of mobile payment, which will not change or override these Terms and Conditions.

1. Terms and conditions supplemental to Cardholder Agreement

- a) The Cardholder Agreement applies to your Mobile Credit Card. References in the Cardholder Agreement to "Card" and "Transactions" include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- b) These Terms and Conditions supplement the Cardholder Agreement and together, they govern the use of your Mobile Credit Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the applicable Cardholder Agreement, the provisions of these Terms and Conditions shall prevail.
- c) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your AEON Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the AEON Cardholder Agreement.

2. Register, activate or use your Mobile Credit Card

- a) In order to use your mobile wallet for payment, you have to hold a valid AEON Card and possess a compatible device (including phone, tablet, wearable device) ("Eligible Device").
- b) You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Mobile Credit Card in your Mobile Wallet.
- c) By registering a Mobile Credit Card in your mobile wallet, you consent to us sending SMS message to your last registered phone number with us for verification and activation purpose. If we do not have record of your phone number, we cannot send SMS message to you for verification. You may need to contact our customer service hotline or visit our branches to update your phone number and follow the required steps to verify and activate your AEON Mobile Card.
- d) The Mobile Wallet Provider may limit the number of Mobile Credit Cards that you may store in one Mobile Wallet from time to time which AEON cannot control. AEON may however limit the number of Eligible Devices in which the same AEON Card can be stored from time to time and you should refer to our latest communications regarding such limit.

- e) Any credit limit assigned to your AEON Card and its card account shall apply to the AEON Mobile Card transactions including the mobile payment transactions. In other words, no additional or separate credit limit is assigned to the mobile payment transactions.
- f) All Mobile Credit Card Transactions will be billed to credit card statement of AEON Card. There will not be a separate statement for your Mobile Credit Card.
- g) You may make Mobile Credit Card Transactions where your Mobile Wallet is accepted for payment. AEON will not be responsible if any retailer refuses to accept your Mobile Credit Card.

3. Your responsibility

You will bear the risks of suffering any loss which may arise from using your Mobile Credit Card if you do not take security measures as we or the mobile wallet provider may suggest from time to time. Under all circumstances, we are not liable for any such loss. You should take appropriate security measures including the following:

- a) Follow instructions provided by your mobile wallet provider to register, activate and use your Mobile Credit Card and Eligible Device for mobile payment.
- b) Do not install or open your mobile wallet in any Eligible Device with any pirated, hacked, fake or unauthorized application or where the software lockdown has been overridden.
- c) Safeguard your Eligible Device and keep them under your personal control at all times.
- d) Do not choose any personal identification number, password, passcode or other information that contains your personal information or can be easily guessed by others.
- e) Do not allow anyone else to use or log on to your Eligible Device and mobile wallet.
- f) Change the password or payment PIN periodically and use alphanumeric code for your Eligible Device.
- g) Ensure that your biometric credentials stored on your Eligible Device are your own and do not store anyone else's fingerprint or biometric credentials in your Eligible Device.
- h) Do not use facial recognition to use your Mobile Credit Card or mobile wallet if you have an identical twin sibling or are in adolescence that your facial features may be undergoing a rapid stage of development. In such cases, you are recommended to use your Eligible Device passcode or other biometric credentials as suggested by the mobile wallet provider.
- i) Remove your Mobile Credit Card from your mobile wallet before you dispose of your Eligible Device and upon termination of your AEON Card.

You are fully responsible for any disclosure of your AEON Card's details, device's passcode, payment PIN, or other security details relating to your Eligible Device, Mobile Wallet and Mobile Credit Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Credit Card being used by unauthorised persons or for unauthorised purposes.

4. Intellectual property

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights in your mobile wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by your mobile wallet provider, AEON, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by your mobile wallet provider, AEON, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your AEON Card to, or using your Mobile Credit Card in connection with, mobile wallet.

5. Limitation of liability

- a) You acknowledge and accept that the mobile wallet is provided by the mobile wallet provider, and AEON has no control over the mobile wallet platform or your Eligible Device. You acknowledge that AEON is not party to the terms and conditions for the mobile wallet between you and the mobile wallet provider. We are also not responsible for any loss that you may suffer or incur in relation to your use or inability to use your mobile wallet (including your Mobile Credit Card).
- b) You acknowledge and agree that access, use and maintenance of a Mobile Credit Card with a mobile wallet depends on the mobile wallet provider and the network connectivity and other third party services, applications or websites. AEON does not operate the mobile wallets or such networks and does not control their operations. AEON will not be liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of any Mobile Credit Card with a mobile wallet, such as unavailability of the mobile wallet or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection. AEON disclaims any responsibility for the mobile wallet provider or any wireless service used to access, use or maintain a Mobile Credit Card with a mobile wallet.
- c) AEON shall not be liable whatsoever in relation to a mobile wallet and/or Mobile Credit Card, including without limitation, the performance or non-performance of your mobile wallet and/or Mobile Credit Card, or any loss, injury or inconvenience which you may suffer.
- d) AEON is not responsible for, and do not provide, any support or assistance for the mobile wallet, any third party hardware, software or other products or services (including any technology-related questions you may have in connection with the mobile wallet or your electronic device). You should contact the mobile wallet provider for all technical assistance on the mobile wallet (including but not limited to the types of electronic devices which support that mobile wallet).
- e) You will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Credit Card if you do not take security measures as AEON or the mobile wallet provider may recommend from time to time.
- f) The biometric credentials used for authentication is stored in your device that it will not be stored by AEON.
- g) AEON is not responsible if any merchant refuses or does not have the applicable device to accept your Mobile Credit Card for any Mobile Credit Card transaction.

6. Indemnity

You will indemnify, defend, and hold AEON (and our employees, directors, agents and affiliates) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable legal fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies;
- b) your wrongful or improper use of mobile wallet, including willful misconduct or fraud;
- c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- d) your violation of any law, rule or regulation of Hong Kong or any other countries;
- e) any access or use of mobile wallet by any other parties with your device passcode or other appropriate security code; and
- f) Any changes in law, regulation or official directive which has an effect on your Mobile Credit Card or mobile wallet.

At the occurrence of any of the above, any amount in relation to such claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses may be debited to your AEON Card and/or shall be paid by you on demand.

7. Your personal data

By registering, storing and using your Mobile Credit Card in your mobile wallet, you may be providing your personal data and AEON Card information and transaction details to your mobile wallet provider. We have no control of the privacy and security of your personal data and information provided by you to the mobile wallet provider which is governed by the privacy policy of and any agreement you may have with the mobile wallet provider.

8. Fees and charges

- a) AEON currently does not impose a fee for using Mobile Credit Card but we reserve the right to impose a fee at our sole discretion in the future.
- b) All applicable interest, fees, and charges that apply to your AEON Card will also apply to your Mobile Credit Card.
- c) You will bear all fees, charges and expenses imposed by any mobile wallet provider, mobile phone service provider or telecommunications provider for or in relation to the storing, activating or using your Mobile Credit Card or for making transactions using your mobile wallet and Mobile Credit Card.

9. Termination of use of Mobile Credit Card

a) You shall follow the instructions of your mobile wallet provider to remove your Mobile Credit Card from your mobile wallet if you wish to terminate the Mobile Credit Card. Termination of your Mobile Credit Card will not terminate your physical AEON Card unless you also terminate it in accordance with the Cardholder Agreement.

- b) AEON has the rights to suspend, restrict or terminate your AEON Card under the Cardholder Agreement. These rights will be extended to your Mobile Credit Card. Your Mobile Credit Card will be suspended, restricted or terminated at the same time if your AEON Card is suspended, restricted or terminated under the Cardholder Agreement.
- c) You are responsible for all Mobile Credit Card transactions whether or not authorised by you unless and until you have removed the Mobile Credit Card from your Mobile Wallet and Eligible Device upon termination.
- d) Upon termination of Mobile Credit Card whether by you or by us, you must remove the Mobile Credit Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Credit Card or the Mobile Wallet from your Eligible Device.

10. Loss, theft or unauthorized use of your Eligible Device

- a) Contact AEON customer services hotline or visit any AEON branches immediately if you notice or suspect your Eligible Device or Mobile Credit Card has been lost, stolen or used without your authorisation. The Cardholder shall be fully liable for all transactions (whether or not authorised by the Cardholder) effected by the use of the Mobile Credit Card prior to AEON being notified of the loss or theft or unauthorised use provided that if you (i) have not acted fraudulently or with gross negligence; (ii) has not knowingly provided the Mobile Credit Card or the security details of your Eligible Device to any person (whether voluntarily or otherwise); and (iii) has informed AEON as soon as reasonably practicable after becoming aware of the loss or theft or disclosure, the Cardholder's maximum liability for such unauthorised transactions shall not exceed the amount as specified in the Cardholder Agreement.
- b) If you use a new Eligible Device, please be reminded to remove the Mobile Credit Card from your previous Eligible Device.
- c) You must cooperate with AEON in any investigation and use any fraud prevention or other related measures we prescribe.
- d) Your mobile wallet or Eligible Devices may have certain security features and procedures to protect against unauthorised use of any of your Mobile Credit Cards. These features and procedures are the sole responsibility of your mobile wallet provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Credit Card.

11. Severability

If any provision or part of a provision of these Terms and Conditions is illegal, invalid or unenforceable, it will be severed from these Terms and Conditions and the remaining provisions (or parts of provisions) will continue in full force and effect.

12. Third party rights

No person other than you and AEON 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 these Terms and Conditions.

13. Variation of this addendum

AEON has the right to vary these Terms and Conditions and any arrangements relating to the use of the Mobile Credit Card for Mobile Payment Service from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your Mobile Credit Card is terminated by you and removed from your mobile wallet and Eligible Device in accordance with Clause 9 before the date on which that variation takes effect.

14. Governing law, jurisdiction and version

- a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- b) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions are for reference only.

15. General enquiries

For enquiries or complaints related to AEON Card, please contact our customer service hotline on the back of your card or visit AEON branches. For enquiries or complaints regarding your mobile wallet, please contact your mobile wallet provider using the contact information provided by the mobile wallet provider.

流動支付服務 AEON 信用卡持卡人合約附錄

在閣下儲存及使用由 AEON 信貸財務(亞洲)有限公司(「AEON」)發行而不時由 AEON 指定為合資格之 AEON 信用卡(統稱「AEON 信用卡」)進行流動支付之前(「Mobile 信用卡」),請細閱本附錄的條款及細則以及《AEON 信用卡持卡人合約》(「持卡人合約」)。閣下儲存及使用(不論是否閣下授權) Mobile 信用卡,即被視為已接受本條款及細則以及持卡人合約,並受其約束。AEON 會核實信用卡是否合資格用作流動支付,並保留最終決定權。AEON 保留拒絕信用卡與電子錢包連接之權利而毋須作出任何理由。閣下承認及明白流動支付的使用是受電子錢包服務供應商的條款及細則所約束,以及此條款及細則並不會影響或抵銷上列相關條款。

1. 本條款及細則補充持卡人合約

- a) 持卡人合約適用於閣下的 Mobile 信用卡。持卡人合約中所指的「信用卡」及「交易」分別包括閣下的 Mobile 信用卡及 Mobile 信用卡交易。
- b) 本條款及細則補充持卡人合約並兩者一併規管閣下的 Mobile 信用卡。如本條款及細則與 持卡人合約的條文有任何不一致,概以本條款及細則的條文為準。
- c) 閣下可能需要同意電子錢包供應商另行提供的條款,該等條款規管在電子錢包中登記及儲存閣下的 AEON 信用卡以及電子錢包的使用(包括使用閣下向電子錢包供應商提供的任何數據)。閣下與電子錢包供應商另行同意的條款,不會更改或推翻本條款及細則以及持卡人合約。

2. 登記、啟動或使用 Mobile 信用卡

- a) 閣下需要使用可支援流動支付服務的裝置(包括手機、平板電腦或穿戴式裝置)(「合 資格裝置」)及合資格信用卡進行流動支付。
- b) 閣下在電子錢包中登記及儲存 Mobile 信用卡應遵循電子錢包供應商的指示(包括為閣下的合資格裝置安裝最新操作系統)及閣下電子錢包的登記及核實程序。
- c) 閣下在電子錢包中登記 Mobile 信用卡,即被視為閣下同意 AEON 按照閣下最後記錄在 AEON 的手機號碼發送短信,以進行驗證和啟動。如果 AEON 沒有閣下的電話號碼記錄,我們則無法向您發送短信進行驗證。閣下需要先致電 AEON 客戶服務熱線或親臨 AEON 分行以更新您的電話號碼,並按照所需步驟驗證和啟動您的 Mobile 信用卡。
- d) 電子錢包供應商可不時限制閣下在一個電子錢包中儲存的 Mobile 信用卡的數量(AEON 對此並無控制權)。但是,AEON 可不時限制可儲存同一張 AEON 信用卡於合資格裝置的數量,且閣下應參閱 AEON 關於該等限制的最新通訊。
- e) 配予閣下的 AEON 信用卡及其卡戶口的任何信貸限額將適用於 AEON 信用卡交易,包括 流動支付交易。換言之,流動支付交易不獲配予任何額外信貸限額。
- f) 所有 Mobile 信用卡交易會誌入 AEON 信用卡月結單。 閣下的 Mobile 信用卡將不會有個別的結單。
- g) 閣下可在接納電子錢包付款的情況下進行 Mobile 信用卡交易。AEON 就任何零售商拒絕接納閣下的 Mobile 信用卡概不負責。

3. 閣下的責任

如閣下不採取 AEON 或電子錢包服務供應商不時建議的安全防範措施,閣下須承擔就 Mobile 信用卡或與之有關而遭受或招致任何損失所帶來的風險。於任何情況下,AEON 就任何該等損失概不負責。閣下應採取包括下列的適當安全防範措施:

- a)按照有關電子錢包服務供應商發出的指示及指引,就流動支付服務登記、啟動及使用閣下的 Mobile 信用卡及合資格裝置;
- b) 請勿在裝有任何盜版、破解版、偽造或未獲授權應用程式或在軟件保護已被破解的合資 格裝置上安裝或開啟電子錢包;
- c) 小心保管閣下的合資格裝置,並妥為保管在個人控制之下;
- d) 不要選擇任何包含閣下的個人資訊或其他容易被猜測的或數字作為流動裝置密碼或付款 密碼;
- e) 不應允許任何其他人士就使用或登入閣下的合資格裝置進行流動支付交易;
- f) 定期更改合資格裝置密碼或付款密碼,並使用字母數字代碼作為合資格裝置密碼或付款 密碼;
- g) 確保閣下合資格裝置上儲存的生物識別憑據僅屬於閣下,不應在閣下的合資格裝置中儲存任何其他人士的指紋或生物識別憑據;
- h) 如果閣下有孿生兄弟姐妹或正處於青春期,而閣下的面部特徵可能正處於快速發育階段,請不要使用面部識別來使用閣下的 Mobile 信用卡或電子錢包。 在這種情況下, AEON 建議閣下使用合資格裝置密碼或其他電子錢包服務供應商建議的其他生物識別憑據;
- i) 在閣下更換合資格裝置和終止您的 AEON 信用卡之前,請移除您的 Mobile 信用卡。

如閣下對任何其他人洩露閣下 AEON 信用卡詳情、裝置密碼、付款密碼或與閣下合資格裝置、電子錢包及 Mobile 信用卡有關的其他保安細節,閣下須對此負全責,即使是意外或未獲授權的洩露。閣下須承擔所有因電子錢包或 Mobile 信用卡被未經授權人士使用或用作未經授權目的而產生的風險及其後果。

4. 知識產權

所有知識產權,包括電子錢包內的文本、圖象、軟件、照片和其他影像、視頻、聲音、商標和徽標)的所有專利、商業秘密、版權、商標和精神權利(「知識產權」),都歸電子錢包服務供應商、AEON、AEON 認可機構或第三方所擁有。在此條款及細則下,閣下沒有被授予任何由電子錢包服務供應商、AEON、AEON 認可機構或第三方所擁有的知識產權之權利。閣下承認及明白閣下於電子錢包註冊閣下的 AEON 信用卡或使用閣下的 Mobile 信用卡不會獲得任何電子錢包的擁有權。

5. 責任的限制

- a) 閣下確認並接受電子錢包是電子錢包服務供應商向閣下提供的,AEON 對電子錢包平臺或閣下的合資格裝置並無控制權。閣下承認及明白 AEON 沒有參與閣下與電子錢包供應商之間就電子錢包之條款及細則。AEON 就閣下使用或無法使用閣下的電子錢包(包括閣下的 Mobile 信用卡)而蒙受或招致的任何損失概不負責。
- b) 閣下確認及同意,存取、使用及維持電子錢包的 Mobile 信用卡將取決於電子錢包提供者、網絡連接狀況及其他第三方的服務、應用程式或網站。電子錢包或該等網絡並非由

AEON 運作,而且其運作也非由 AEON 控制。若出現任何情況干擾、阻礙或影響任何電子 錢包的 Mobile 信用卡的運作,例如電子錢包或無線上網、通訊服務無法使用、網絡延 誤、無線網絡覆蓋範圍有限、系統故障或無線網絡連接中斷,AEON 將不向客戶承擔任何責任。AEON 不會就電子錢包提供者或任何用以存取、使用及維持電子錢包的 Mobile 信用卡的無線上網服務承擔任何責任。

- c) AEON 並不就電子錢包及/或 Mobile 信用卡承擔任何責任,包括但不限於電子錢包及/或 Mobile 信用卡的性能表現,或閣下可能蒙受的任何損失、損傷或不便。
- d) AEON 不負責及不提供有關電子錢包、任何第三方軟硬件或其他產品或服務(包括閣下對電子錢包或其電子裝置在技術方面的問題)的支援或協助。閣下如需有關電子錢包的技術協助(包括但不限於支援電子錢包的電子裝置類型),應與電子錢包提供者聯絡。
- e) 如果閣下不採取適當 AEON 或電子錢包供應商不時建議的安全防範措施,閣下須承擔就 Mobile 信用卡或與之有關而遭受或招致任何損失所帶來的風險。
- f) 用作驗證之生物識別憑據僅儲存於閣下之裝置而並非由 AEON 儲存。
- g) 如任何商戶拒絕接受閣下的 Mobile 信用卡或缺少適用之設備進行 Mobile 信用卡交易,AEON 概不負責。

6. 相關賠償

於下述情況下,閣下應賠償、保護 AEON,並使 AEON(以及 AEON的員工、董事、代理和附屬公司)不受傷害及免於任何和所有索償、費用、損失、傷害、判決、稅務評估、罰款、利息和費用(包括任何索賠、訴訟、審計、調查、查詢、或通過個人或公司所設立的其他合理的法律費用):

- a) 閣下任何實際或涉嫌違規的陳述、保證或此條款及細則所確定的義務,包括任何違反 AEON 的政策;
- b) 閣下不法或不正當使用電子錢包,包括故意失實或欺詐行為;
- c) 閣下侵犯任何第三方的權利,包括但不限於任何隱私、知情權或知識產權;
- d) 閣下違反香港或任何其他國家的任何法律、法規或規章;
- e) 他人使用閣下的流動裝置密碼登錄或使用閣下的電子錢包;
- f) 對 Mobile 信用卡或電子錢包有影響的法律,法規或官方指令的任何變更。

如發生任何上述情形,任何涉及該索償、費用、損失、傷害、判決、稅務評估、罰款、利息和費用之款項可能會借記到閣下的 AEON 信用卡上和/或由閣下按要求支付。

7. 閣下的個人資料

閣下在電子錢包中登記、儲存及使用 Mobile 信用卡時,可能會向電子錢包供應商提供閣下的個人資料及 AEON 信用卡資訊及交易詳情。閣下向電子錢包供應商提供的個人資料及資訊則受電子錢包供應商私隱政策及閣下與電子錢包供應商可能達成的任何合約的規管,AEON 對閣下該等個人資料及資訊的私隱性及安全性並無控制權。

8. 費用和收費

- a) AEON 目前不會就使用 Mobile 信用卡徵收費用,但 AEON 會保留於將來徵收費用的權利。
- b) 所有適用於閣下 AEON 信用卡的利息、費用和收費亦適用於 Mobile 信用卡。
- c) 閣下須承擔任何電子錢包供應商、流動電話服務供應商或電訊供應商就閣下儲存、的 Mobile 信用卡或使用電子錢包及 Mobile 信用卡進行交易所收取或與之有關的所有費用、 收費及開支。

9. 終止使用 Mobile 信用卡

- a) 如閣下欲終止 Mobile 信用卡,閣下應按照電子錢包供應商的指示,從閣下的電子錢包中 移除 Mobile 信用卡。終止閣下 Mobile 信用卡不會終止實體 AEON 信用卡,除非閣下按信 用卡持卡人合約同時終止實體 AEON 信用卡。
- b) AEON 有權按照持卡人合約暫停、限制或終止閣下的 AEON 信用卡。該等權利將延伸至閣下的 Mobile 信用卡。如按照持卡人合約暫停、限制或終止了閣下的 AEON 信用卡,閣下的 Mobile 信用卡亦將同時被暫停、限制或終止。
- c) 閣下須為所有 Mobile 信用卡交易負責,不論該等交易是否經閣下授權,直至在終止 Mobile 信用卡後,閣下將 Mobile 信用卡從閣下的電子錢包及合資格裝置中移除。
- d) 閣下或 AEON 終止 Mobile 信用卡後,閣下須按照電子錢包供應商提供的指示,將 Mobile 信用卡從閣下的電子錢包中移除。如閣下對如何從合資格裝置中移除 Mobile 信用卡或對電子錢包有任何問題,應聯絡電子錢包供應商。

10. 遺失、被盜或未經授權使用您的合格設備

- a) 如閣下發現或懷疑閣下的合資格裝置或 Mobile 信用卡已遺失、被竊或遭未經授權使用,閣下須立即致電 AEON 客戶服務熱線或親臨任何 AEON 分行向 AEON 報告。除上述規定外,在閣下通知 AEON 任何未經閣下授權的 Mobile 信用卡交易前,閣下均須對透過該Mobile 信用卡實行的所有交易(不論閣下授權與否)負責。而在下述情況下,閣下對未經授權的 Mobile 信用卡交易要承擔的最大責任將根據《AEON 信用卡持卡人合約》的相關條文所訂明之上限:(i)非因詐騙行為或嚴重疏忽;(ii) 非故意地把該 Mobile 信用卡或憑證交予其他人(不論自願與否);及 (iii) 於發現遺失、被竊或洩露後即時或於合理時限內通知AEON。
- b) 如閣下更換了新合資格裝置,請從舊合資格裝置移除閣下的 Mobile 信用卡。
- c) 在 AEON 進行任何調查及採取防止欺詐行為或其他相關措施時,閣下必須與我們合作。
- d) 閣下的電子錢包或合資格裝置可能設有若干保安功能及程序,以保障任何 Mobile 信用卡 免遭未經授權使用。此等功能及程序須由電子錢包供應商單獨負責。閣下同意不會關閉 任何此等保安功能,並會使用此等保安功能及程序保障所有 Mobile 信用卡。

11. 可分割性

無論任何時候,若本協議的任何條款及細則在任何方面屬於或變為不合法、失效或不能執行,其他條款及細則的合法性、有效性和可執行性一律不受任何影響。

12. 第三方權利

除閣下及 AEON 以外,任何人均不能強制執行香港法例第 623 章《合約(第三者權利)條例》的任何條款或享有任何條款中的利益。

13. 本附錄的變更

AEON 有權不時更改本條款及細則及有關就本流動支付服務使用 Mobile 信用卡的任何安排。 AEON 將以 AEON 認為適當的方式提前通知閣下。除非閣下於更改生效日期前按第 9 條終止 Mobile 信用卡,並將 Mobile 信用卡從電子錢包及合資格裝置中移除,閣下將受該更改約束。

14. 法律、管轄權和版本

- a) 本條款及細則受香港法律管轄並按其詮釋。
- b) 本條款及細則的英文及中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。

15. 一般事項

如閣下有任何關於 AEON 信用卡的問題或投訴,請致電信用卡背面的客戶服務熱線或親臨 AEON 分行查詢。任何有關使用電子錢包的疑問或投訴,請閣下直接與電子錢包供應商聯絡。