

# DBS Bank (Hong Kong) Limited

## TERMS AND CONDITIONS FOR THE 3-D SECURE™ SERVICE

**These Terms and Conditions ("Terms and Conditions") set out your responsibilities and obligations in respect of your use of the 3-D SECURE™ Service (the "Service"). By using the Service, you acknowledge that you have read and understood these Terms and Conditions and you agree to be bound by them.**

### **1. DEFINITIONS**

The expressions defined in the terms and conditions governing the use of your Card shall bear the same meanings when used in these Terms and Conditions and also:

"we", "us" or "our" refers to DBS Bank (Hong Kong) Limited and its successors and assigns;

"you" or "your" refers to the user of the Service;

"3-D SECURE™" refers to 3-Domain Secure, which is a protocol developed to improve the security of internet payment. Services based on the protocol and offered through us to you include Verified by Visa, MasterCard SecureCode, American Express SafeKey and any other such services offered from time to time.

"Merchant" refers to any person or entity who owns, manages or operates a merchant establishment, which could be a physical establishment, a website or a mobile device application, through which goods and/or services are distributed;

"One-time Password(s)" refers to the password(s) (or such other means of authentication as we may specify) issued to you from time to time to enable you to make payment through the internet using your Card with the Service; and

"SMS" refers to short message service which allows you to receive text messages sent through a mobile service network.

### **2. ACCEPTANCE OF THESE TERMS AND CONDITIONS**

- 2.1 By using the Service, you will be deemed to have accepted and agreed to comply with these Terms and Conditions, which shall operate in addition to all other terms and conditions to which you are subject, including our applicable data policies, the terms and conditions governing the use of your Card, the terms and conditions governing the use of our website (including the DBS Bank Website Conditions of Use) and any security measures implemented by us from time to time in relation to the conducting of online and/or other transactions or the use of the Service.
- 2.2 In relation to the use of the Service, if there is any inconsistency between these Terms and Conditions and any other applicable terms and conditions, these Terms and Conditions shall prevail.

### **3. YOUR INFORMATION**

- 3.1 You must provide us with such information (including but not limited to your mobile phone number) upon our request required for us to provide the Service to you. You must ensure that any information you provide to us is current, complete and accurate and agree to update such information as necessary to keep it current, complete and accurate. If you fail to provide us with or update any required information, we may not be able to provide the Service to you and this may result in your inability to use your Card for online and/or other transactions which require authentication through the Service.
- 3.2 You agree that all information provided by you, or that we obtained from any other sources or that arises from your relationship with us, or any other member of the DBS Group ("**your Information**") will be subject to the applicable data policies, notices and other communications to customers concerning your Information from time to time issued by us.

- 3.3 Your Information will be used to provide the Service, including transaction dispute resolution, as well as for record keeping and reporting purposes. You agree in particular that we may:
- (a) verify, provide and collect information about you from other organizations, institutions or persons;
  - (b) transfer your Information outside the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), including to Singapore;
  - (c) verify your Information with other data we have obtained, which may result in us taking certain actions including actions that may be adverse to your interests (such as declining your online transaction).

#### **4. AUTHENTICATION**

- 4.1 Through the use of the Service, you authorise us to authenticate your identity and your Card through the Service, to use your Card to make payments for the transactions concerned and debit your Card Account accordingly.
- 4.2 When conducting online transactions or other transactions for which the Service are used, each time, you are required to enter a One-time Password sent to you via SMS before the Merchant will accept your Card for payment of the transaction. If you cannot provide the One-time Password or if authentication through the Service fails, the Merchant may not accept your Card for payment of the relevant transaction. We shall not, in any circumstances, be liable for any loss or damages arising out of or in connection with a Merchant's refusal to accept your Card for payment.
- 4.3 You acknowledge that your mobile service provider may not allow you to receive the One-time Password via SMS if you are abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the One-time Password. We shall not be liable for any such charges levied by the service provider or any other party.
- 4.4 Delivery of the One-time Password via SMS may be subject to delayed transmission due to the traffic over the mobile service network of your mobile service provider. We shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.

#### **5. ACCURACY OF INFORMATION**

If there is any inconsistency between our internal records and any information held by you relating to your Cards and the related Card Account or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

#### **6. DISCLAIMER OF WARRANTIES AND LIMITATION OF OUR LIABILITY**

- 6.1 The Service are provided on an "as is" basis without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 6.2 Under no circumstances shall we be liable for any loss or damages whatsoever arising out of or in connection with:
- (a) your use of or access to (or inability to use or access) the Service; or
  - (b) any failure, error, omission, interruption, defect or delay in transmission of any data relating to the Service, unless it is caused solely by the negligence or willful default on our part or on the part of our staff or agents.
- 6.3 Under no circumstances are we liable for any special, incidental, indirect, consequential or exemplary loss or damages, including loss of profits, loss due to business interruption or loss of any programme or data in your computer system, regardless of whether we have been advised of that possibility.

- 6.4 We shall not be liable to you and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of the Service, whether within or outside our control.
- 6.5 You acknowledge that all obligations and liabilities relating to the quality, supply, sale and warranty of goods and/or services you purchased from any Merchant and/or any benefits, discounts or programmes of any Merchant that may be provided through the Service shall be the sole responsibility of the Merchant. You should resolve with the relevant Merchant any dispute and/or complaint arising out of or in connection with the goods and/or services and/or any benefits, discounts or programmes of that Merchant. We have no responsibility or liability whatsoever arising out of or in connection with the goods and/or services and/or any benefits, discounts or programmes of a Merchant, including any act or omission to act by such Merchant. In spite of any non-delivery or non-performance by a Merchant or any defect in any goods and/or services, you shall remain liable to us for the full amount of the relevant transaction as shown in the Card Account statement.

## **7. YOUR LIABILITIES AND OBLIGATIONS**

- 7.1 You shall be liable for all transactions conducted through your Card using the Service (including use of the Service by any other person with your One-time Password), the amounts of which will be charged to your Card Account and shown in your Card Account statements. You shall indemnify us on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which we may suffer or incur as a result of your use of the Service (including use of the Service by any other person using your One-time Password). You shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Service if you have acted negligently, dishonestly and fraudulently.
- 7.2 Provided that you have at all times complied with Clause 7.3, not breached any other provision of these Terms and Conditions and not acted negligently, dishonestly or fraudulently, you shall not be liable for any unauthorised transaction due to:
- (a) a human or system error caused by or which is under our control (except where we have already taken steps to alert you to such error); or
  - (b) fraud or negligence on our part or on the part of our staff or agents.
- 7.3 You accept full responsibility for the security in using of the Service and the One-time Password and agree to act prudently and in good faith when using the Service, including by taking the measures listed below to safeguard the security of the Service and the One-time Password:
- (a) you must not disclose to any other person or otherwise permit or enable any other person to obtain any One-time Passwords; and
  - (b) if there is any actual or suspected misuse of the One-time Password or the device used for receiving One-time Passwords, you must notify us as soon as reasonably practicable by calling our Customer Service Hotline at 2290 8888. Written confirmation of any such notification must be provided to us together with detailed information of the misuse within 24 hours.
- You must also follow our security recommendations (copies of which are provided on our website) and any other notices relating to the Service which we may issue from time to time. If you fail to fulfill your responsibilities under these Terms and Conditions or observe our security recommendations and/or any relevant notices, you shall be liable for all claims, losses, liabilities and consequences arising out of or in connection with the use of the Service (including use of the Service by any other person using your One-time Password).

## **8. SUSPENSION AND TERMINATION**

We reserve the right to suspend or terminate the Service or its use by you temporarily or permanently at any time, without prior notice, for any reason where we consider necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when we have reasonable grounds to suspect that the information you provided to us is untrue, inaccurate, not current or incomplete. Any online or other transactions conducted using the Service prior to its termination or suspension will remain valid and you will continue to be bound by your liabilities and obligations under these Terms and Conditions in respect of such transaction.

## **9. AMEUREMENT OF TERMS AND CONDITIONS**

We reserve the right to amend these Terms and Conditions from time to time. For amendments which will affect your liabilities and obligations, we shall give at least 60 days' notice to you prior to their taking effect unless such changes are not within the Bank's control. We shall serve such notice on you by any means as we deem fit, including by posting such notices on our website or at our branches. Such amendments will become effective and binding on you on the effective date specified by us. Continuous use of the Service after the relevant effective date will constitute your acceptance of such amendments. If you do not accept any proposed changes, you should cease to use the Service prior to or from the relevant effective date. The latest version of these Terms and Conditions will be available from our website.

## **10. REMEDIES AND WAIVERS**

Any delay or failure by us to exercise our rights and/or remedies under these Terms and Conditions does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such waiver in writing.

## **11. ASSIGNMENT**

We may assign all or any of our rights under or in connection with these Terms and Conditions to any third party (including upon any merger or amalgamation of us with any other entity). We may also transfer or delegate all or part of our duties and obligations hereunder to any third parties. Such rights of assignment, transfer or delegation may be exercised without notice to or consent from you, but will be subject to all applicable legal and regulatory requirements.

## **12. PARTIAL INVALIDITY**

If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of the remaining provisions of these Terms and Conditions will not in any way be affected or impaired.

## **13. LAW AND LANGUAGE**

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and each relevant party shall be subject to the non-exclusive jurisdiction of the court of Hong Kong.

13.2 If there is any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## **14. THIRD PARTIES RIGHTS**

A person who is not a party to these Terms and Conditions may not enforce any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).

Effective date : 15<sup>th</sup> June 2018

Hong Kong/CPF/CSV/3DS(01/18)

# 星展銀行（香港）有限公司

## **3-D SECURE™ 服務條款及細則**

本條款及細則（「條款及細則」）列明客戶使用 3-D SECURE™ 服務（「本服務」）的相關責任和義務。當客戶使用本服務，即確認已細閱及明白本條款及細則並同意受其約束。

### **1. 定義**

客戶使用信用卡的條款及細則所界定的詞語在本條款及細則具有相同意思，此外：

「**本行**」或「**本行的**」指星展銀行（香港）有限公司及其繼承人及受讓人；

「**客戶**」或「**客戶的**」指本服務的使用者；

「**3-D SECURE™**」指三維保安，是一種加強互聯網付款保安的協定。建基於此協定而經本行提供予客戶的服務包括 Visa 驗證、MasterCard SecureCode、美國運通 SafeKey 及任何其他不時提供的該等服務；

「**商戶**」指擁有、管理或營運商業機構（不論是實體商戶、網站或流動裝置應用程式）以銷售商品及 / 或服務的任何人士或實體；

「**一次專用密碼**」指本行為使客戶可於互聯網上透過本服務以信用卡付款而不時向客戶發出的密碼（或本行指定的任何其他認證方法）；及

「**短訊**」指讓客戶透過流動電話網絡接收文字訊息的短訊服務。

### **2. 接受本條款及細則**

2.1 當客戶使用本服務，將被視為已接納和同意遵守本條款及細則，而本條款及細則將附加於所有其他適用於客戶的條款及細則，包括本行的適用資料政策、信用卡使用條款及細則、本行網站使用條款及細則（包括星展銀行網站使用條件）及本行為網上及 / 或其他交易或使用本服務而不時採取的任何保安措施。

2.2 就使用本服務而言，如本條款及細則與任何其他適用條款及細則有任何不一致之處，應以本條款及細則為準。

### **3. 客戶的資料**

3.1 當本行為提供本服務予客戶而需要客戶某些資料時，客戶必須應本行的要求提供所需的資料（包括但不限於客戶的流動電話號碼）。客戶必須確保提供予本行的所有資料均為有效、完整及準確，並同意於需要時更新該等資料，以保持資料有效、完整及準確。若客戶未能提供或更新任何所需資料，將使本行不能向客戶提供本服務而導致客戶不能使用信用卡進行需經本服務認證的網上交易及 / 或其他交易。

3.2 客戶同意，由客戶所提供或本行取自任何其他來源的所有資料，以及因客戶與本行或任何其他星展集團成員之間的關係而取得的一切資料（「**客戶的資料**」），均受制於本行就客戶資料不時向客戶發出的適用資料政策、通知及其他通訊。

3.3 客戶的資料將會用以提供本服務，包括解決交易糾紛及作記錄及匯報用途。客戶特此同意本行可：

- (a) 向其他組織、機構或人士核實、提供及收集關於客戶的資料；
- (b) 將客戶的資料轉移至中華人民共和國香港特別行政區（「香港」）以外的其他地方，包括新加坡；
- (c) 將本行所得的資料與客戶的資料作核對，核對結果可導致本行需作出某些行動，包括可能不利於客戶利益的行動（例如拒絕客戶的網上交易）。

## 4. 認證

- 4.1 當客戶使用本服務，客戶授權本行經本服務認證客戶的身份及客戶的信用卡，及授權本行使用客戶的信用卡就有關交易付款並誌賬於客戶的信用卡戶口。
- 4.2 客戶每次使用本服務進行網上交易或其他交易時，須輸入本行透過短訊發送予客戶的一次專用密碼，商戶方會接納以客戶的信用卡就有關交易付款。若客戶不能提供一次專用密碼，或未能通過本服務的認證，商戶可能不接納客戶以信用卡支付有關交易的款項。不論在任何情況下，對於任何因商戶拒絕接納客戶以信用卡付款而引起的或與之有關的損失或損害，本行不承擔任何責任。
- 4.3 客戶確認當客戶身處外地或使用外地流動電話服務網絡時，客戶的流動電話服務供應商或未能支援客戶以短訊形式接收一次專用密碼。同時，服務供應商亦可能會就接收一次專用密碼收取費用。本行不會承擔任何由服務供應商或其他有關機構所收取的該等費用。
- 4.4 以短訊形式發送的一次專用密碼可能會因客戶的流動電話服務供應商服務網絡繁忙而有所延誤。對於流動電話服務網絡故障造成服務中斷或延誤所引致的損失或損害，本行不承擔任何責任。

## 5. 資料準確性

就客戶的信用卡及相關信用卡戶口資料或有關客戶使用本服務的資料而言，若本行的內部記錄與客戶的記錄不符，除非另有相反的證據，否則以本行的內部記錄為準。

## 6. 不作保證及本行責任的限制

- 6.1 本服務是按「現狀」提供，不附任何種類（不論明示或暗示）的保證，包括但不限於就可售性、個別用途的合適性、所有權或不侵權的任何隱含保證。
- 6.2 不論在任何情況下，本行不會對下列情況引起的或與之有關的任何損失或損害承擔任何責任：
  - (a) 客戶使用或獲得（或無法使用或獲得）本服務；或
  - (b) 與本服務有關的數據傳送失敗或出現錯誤、遺漏、干擾、缺失或延誤，但如此等情況純粹因本行、本行職員或代理人疏忽或故意失責所引起則除外。
- 6.3 在任何情況下，對於任何特別的、附帶的、間接的、相應的或懲罰性的損失或損害，包括利潤損失、業務中斷引致的損失或客戶的電腦系統遺失任何程式或數據，不論本行是否已預知可能會發生有關情況，本行概不承擔任何責任。
- 6.4 本行概不就本服務作出更改、無法提供、失靈、暫停或中止（不論是否本行所能控制）而對客戶及 / 或任何第三者承擔任何責任。

- 6.5 客戶確認，就客戶透過本服務從任何商戶購買的商品及 / 或服務的質素、供應、銷售和保證及 / 或任何商戶透過本服務所提供的優惠、折扣或計劃而言，一切相關的義務和責任應由商戶獨自負責。客戶應與有關商戶解決任何因商戶的貨品及 / 或服務及 / 或優惠、折扣或計劃所引起或與之有關的糾紛及 / 或投訴。對於商戶的貨品及 / 或服務及 / 或優惠、折扣或計劃，包括該商戶的任何作為或不作為，本行不承擔由此引起或與之有關的任何責任或法律責任。即使商戶沒有交付任何商品及 / 或服務或沒有履行責任，或其任何商品及 / 或服務有缺陷，客戶仍須就有關交易償還信用卡戶口結單上列出的全數款項。

## **7. 客戶的責任及義務**

- 7.1 客戶必須為透過其信用卡使用本服務（包括任何其他人士以客戶的一次專用密碼使用本服務）進行的所有交易負責，有關的交易款項將註入客戶的信用卡戶口內並顯示於信用卡戶口結單上。客戶須應本行要求向本行彌償因客戶使用本服務（包括任何其他人士以客戶的一次專用密碼使用本服務）而令本行遭受或招致的所有訴訟、申索、損失、損害、費用、開支及任何性質的任何其他責任。若客戶涉及疏忽、不誠實及欺詐行為，客戶亦必須就所有因使用本服務而引起的或與之有關的所有申索、損失及後果承擔全部責任。

- 7.2 在客戶任何時候皆遵守本條款及細則第 7.3 條、沒有違反本條款及細則的任何其他條文及不涉及疏忽、不誠實或欺詐行為的前提下，客戶無須為下列情況所造成的未經授權交易而負責：

(a) 在本行控制範圍內或本行造成的人為錯誤或系統錯誤（不包括本行已採取步驟提醒客戶的該等錯誤）；或

(b) 本行或本行職員或代理人欺詐或疏忽。

- 7.3 客戶同意就使用本服務及一次專用密碼的保安承擔全部責任，並同意於使用本服務時審慎地和真誠地行事，包括採取下列措施，以保障本服務及一次專用密碼的安全：

(a) 客戶不可向任何其他人士透露或以其他形式容許或促使任何其他人士取得任何一次專用密碼；及

(b) 若一次專用密碼或用於接收一次專用密碼的裝置實際上或懷疑被誤用，客戶必須於合理可行的情況下盡快致電客戶服務熱線 2290 8888 通知本行。客戶必須於 24 小時內向本行提交任何該等通知的書面確認及有關誤用的詳細資料。

客戶亦須依從本行不時發出關於本服務的保安建議（客戶可在本行網站查閱有關內容）及任何其他通知。若客戶未有履行客戶於本條款及細則下的責任或沒有遵從本行的保安建議及 / 或任何相關通知，客戶須為使用本服務（包括任何其他人士以客戶的一次專用密碼使用本服務）所引起的或與之有關的所有索償、損失、責任及後果負責。

## **8. 暫停及終止**

本行保留權利可隨時在本行認為需要或適宜的情況下因任何理由暫停或終止本服務或暫時或永久地終止客戶使用本服務，而無須事先作出通知。此等情況包括但不限於當本行懷疑出現違反保安規定的情況，或當本行有合理理由懷疑客戶向本行提供的資料失實、不準確、已過時或不完整。任何客戶於本服務終止或暫停前所作出的網上或其他交易將仍有效，而客戶仍須就該等交易承擔本條款及細則之下的責任及義務。

## 9. 修訂條款及細則

本行保留權利可不時修訂本條款及細則。如任何修訂影響到客戶的責任及義務，本行將在修訂生效前給予客戶至少六十天的通知，除非有關修訂在本行控制範圍以外則作別論。本行將以其認為適當的方式向客戶發出修訂通知，包括在本行網站或分行作出通知。該等修訂將於本行指明的生效日期開始生效，並對客戶具約束力。客戶若於生效日期後繼續使用本服務，即表示客戶接納該等修訂。客戶若不接受任何擬定修訂，客戶須於有關生效日期或之前終止使用本服務。本條款及細則的最新版本可於本行網站上查閱。

## 10. 補救及放棄

本行不行使或延遲行使本條款及細則之下的權利及 / 或補救，並不代表本行放棄任何權利。只有當本行就放棄權利明確地以書面方式通知客戶時，方可視為本行放棄有關權利。

## 11. 轉讓

本行可把本條款及細則之下或相關的全部或任何權利轉讓予任何第三者（包括因應本行與任何實體進行併購或合併）。本行亦可將本條款及細則之下的全部或部分責任及義務轉讓或轉授予任何第三者。此等轉讓、轉移或轉授的權利可在未經通知客戶或未得客戶同意的情況下行使，惟必須遵守所有適用的法律及監管規定。

## 12. 部分無效

若根據任何司法管轄區的任何法律，本條款及細則的任何條文於任何時候已經是或變為在任何方面違法、失效或不可強制執行，本條款及細則其餘條文的合法性、有效性或可強制執行性將不受影響或損害。

## 13. 法律和語文

13.1 本條款及細則受香港法律管轄，並按照香港法律詮釋，有關各方受香港法院的非專屬司法管轄權管轄。

13.2 如本條款及細則的中英文版本之間有任何不一致之處，概以英文版本為準。

## 14. 第三者權利

任何人士若非本條款及細則的一方，不可根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本條款及細則的任何條文。

生效日期：2018 年 6 月 15 日