

## **OCBC Rewards Services Terms and Conditions**

These Terms and Conditions ("T&C") govern the OCBC Rewards Services ("Rewards Services") administered by OCBC Bank (Hong Kong) Limited (the "Bank") via the e-Banking Channels, and as may be updated, replaced, and/or varied by the Bank from time to time. The Rewards Services may include cash rebate feature, rewards coalition programme through which the Bank may make available product and service offerings from Merchants to Customers, and any other features, services and functions made available through such platform from time to time, but shall exclude any external website or webpage owned, operated and maintained by Merchant or any other third party.

The Customer should read these T&C carefully. By accessing or using the Rewards Services, the Customer agrees to be bound by these T&C. If the Customer does not agree to these T&C, the Customer must not access or use the Rewards Services.

The Customer's use of or redemption via Rewards Services, shall always be conditional and subject to the Customer's agreement and full and timely compliance with these T&C.

Rewards Services is for the use of the Bank's existing account holders who have registered and have valid access to the Bank's e-Banking Services.

The use of and/or access to the Rewards Services shall be governed by the following:

1. these T&C;
2. the **Terms and Conditions Governing The VOYAGE Credit Card Program**, including but not limited to the sections titled "VOYAGE Rebates Redemption" and "KrisFlyer Miles Redemption", as may be amended from time to time;
3. the Cardholder Agreement;
4. the Terms & Conditions for all Accounts and Related Services;
5. Terms and Conditions for the Use of eBanking Services;
6. Disclosure for eBanking Services;
7. Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance;
8. Privacy Policy & Personal Information Collection Statement;
9. Terms of Push Notifications Alert Service via OCBC Bank (Hong Kong) Limited Mobile App;
10. Terms and Conditions for the use of the Biometric Authentication Service; and

## 11. Terms and Conditions for the use of the Soft Token Service

In the event of any conflict or inconsistency between these T&C and the other terms and conditions referred above regarding the use of and/or access to the Rewards Services, these T&C shall prevail and take precedence to the extent of such conflict.

You will be able to view and download the current version of these T&C and the Terms and Conditions Governing The Voyage Credit Card Program from the Bank website "Personal Banking">"Get Help" (All Forms) section: <https://www.ocbc.com.hk/personal-banking/get-help> within 30 days for your future reference. Kindly note that you may not be able to access or download such version of the information after the expiry of the specified timeframe.

### **1. GENERAL DEFINITIONS AND INTERPETATION**

In these T&C, unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1 "e-Banking Channels" refers to electronic access channels provided by the Bank that offers Rewards Services to the customer at its discretion from time to time, including Mobile Banking or any other channels as specified by the Bank from time to time.
- 1.2 "Losses" means all losses, settlement sums, costs (including legal fees and expenses on a solicitor client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.
- 1.3 "Merchant" means such third-party merchants whose Vouchers, e-vouchers, products and/or services are offered, provided or otherwise made available to customers via Rewards Services.
- 1.4 "OCBC Rewards Points" or "Rewards Points" means any of the Bank's rewards programme points awarded to the customers from time to time (including VOYAGE Miles and any other points to be awarded by the Bank from time to time).
- 1.5 "Operator" means the third-party operator of such features and functionalities provided through or on Rewards Services that allows users to redeem goods, services, Voucher or e-voucher.
- 1.6 "Order" means an order from the Operator for Voucher, e-voucher or a Merchant's products and/or services made by a User via Rewards Services.
- 1.7 "Personal Data" shall have the meaning as set forth in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong).

- 1.8 “Rewards Partner” means any of our partners whose OCBC Rewards Points you can use on Rewards Services to (a) redeem Vouchers (defined in below clause 1.11), e-vouchers or a Merchant’s products and/or services or (b) convert to the Rewards points of another third-party rewards programme.
- 1.9 “Rewards Point Conversion Transaction” means the conversion of OCBC Rewards Points from one Rewards Programme to another (including programme owned by third-party company) via Rewards Services;
- 1.10 “Rewards Programme” means any of the Bank’s rewards point programmes (including but not limited to the VOYAGE Credit Card Program), or a Rewards programme administered by a Rewards Partner.
- 1.11 “Voucher” or “e-voucher” means the physical or electronic offers or promotional codes issued and sold by Merchants on Rewards Services, which may be redeemable with other third parties for products, services, promotions and/or discounts.

## **2. GENERAL CONDITIONS**

- 2.1 You may earn the OCBC Rewards Points in accordance with the Rewards Programmes, subject to the terms and conditions of such Rewards Programmes. You agree to comply with such terms and conditions at all times in using Rewards Services.
- 2.2 In the Rewards Services offered via e-Banking Channels, you may do the following:
- a. check your balance and transaction history of the OCBC Rewards Points;
  - b. convert OCBC Rewards Points from one Rewards Programme to another (including programme owned by third-party);
  - c. convert OCBC Rewards Points into cash rebate to offset your credit card balance;
  - d. redeem Vouchers, e-vouchers, products and/or services offered; and/or
  - e. perform such other transactions relating to Rewards Services as the Bank may determine and make available through the Rewards Services via e-Banking Channels from time to time.
- 2.3 Without prejudice to the other terms in these T&C, the following conditions must be satisfied before you can perform a transaction using Rewards Points issued to you by the Bank:
- a. You must be a customer and member of at least one Rewards Programme, both of which are valid at the time of the particular transaction;
  - b. You are required to provide information relating to your crediting Rewards Programme in the manner as stipulated by the Bank to carry out the redemption of the relevant Rewards Points via Rewards Services;
  - c. You must have the requisite amount of Rewards Points from the applicable Rewards Programme to perform the intended transaction;

- d. Subject to the Bank's determination as set out in the Rewards Services, you may be able to convert some of your Rewards Points from other Rewards Programmes to meet the requisite amount before performing the transaction; and
  - e. By performing any of the actions mentioned in Clause 2.2 above via Rewards Services, you agree also to be bound by the **Terms and Conditions Governing The VOYAGE Credit Card Program**, as may be amended, supplemented, or replaced by the Bank from time to time.
- 2.4 Without prejudice to the other terms of these T&C, the Bank reserves the right to modify the balances of Rewards Points in your Rewards Services (whether by crediting or deducting) at any time, upon any of the following circumstances:
- a. wrongful credit or deduction of Rewards Points arising from any and all system malfunctions or outages, human error, fraud, or administrative mistakes, whether on the part of the Bank or the Rewards Partner;
  - b. false, inaccurate, misleading or illegible information supplied by you;
  - c. changes to the amount of Rewards Points required to redeem a particular product, service, Voucher or e-voucher; or
  - d. changes to the rates for the conversion of Rewards Points from one Rewards Programme to another.
- 2.5 The Bank may from time to time, in its sole discretion and without prior notice to you, determine and/or amend any of the following:
- a. the list of Rewards Partners;
  - b. the conversion rate for any Rewards Points from one Rewards Programme to another;
  - c. the convertibility of any Rewards Points between one Rewards Programme to another;
  - d. the administrative fee applicable to the conversion of Rewards Points from one Rewards Programme to another;
  - e. any specific terms and conditions for any transaction and/or Order; and
  - f. the amount of Rewards Points required for a transaction.
- 2.6 You must comply with the Bank's notices, guidelines and operating rules and policies pertaining to the use of Rewards Services which the Bank may issue from time to time. These notices, guidelines and operating rules and policies will generally be notified to you via email and/or publication, or such other method of notification as may be designated by the Bank, which you acknowledge shall be sufficient notice for the purpose of this clause.
- 2.7 Use of the Vouchers, e-vouchers, products or services made available via Rewards Services or the distribution of materials via the Platform may be subject to or restricted by terms imposed by Operator or any Merchants (as the case may be) and/or applicable laws. It is your responsibility to find out what those terms and/or applicable laws are and observe them.

- 2.8 The Bank may from time-to-time change Operator and shall not be liable for any Losses suffered by you due to such change (including but not limited to any unavailability of Rewards Services due to transition arrangements between operators.
- 2.9 You agree that the Bank (or its agents, sub-contractors and/or service providers) has the right to: (i) monitor, screen or otherwise control any activity or content on Rewards Services; (ii) investigate any violation of the T&C and take any action it deems appropriate; (iii) prevent or restrict access of any customer to Rewards Services; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
- 2.10 All transactions (including without limitation the Rewards Point Conversion Transactions) that you request via Rewards Services are not binding until processed and accepted by Operator or Merchant. The Bank reserves the right to not process any transaction if: (i) such transaction does not comply with the requirements or terms and conditions applicable to the use of Rewards Services, including these T&C, or is otherwise not in the mode or manner required by the Bank; (ii) The Bank is prohibited from processing such transaction by reason of any applicable laws or legal requirements; (iii) if the products and/or services ordered are to be delivered to an invalid address or address outside of Hong Kong; or (iv) for such other reason as the Bank may deem appropriate at its sole discretion.

### **3. REWARDS POINT CONVERSION TRANSACTIONS VIA E-BANKING CHANNEL(S)**

- 3.1 Where applicable, to convert Rewards Points from OCBC's Rewards Programme to a third-party Rewards Programme via e-Banking channels:
- a. you must be enrolled in at least two of the Rewards Programmes (OCBC's Rewards Programme and third-party Rewards Programme);
  - b. you must have the requisite minimum amount of the original Rewards Points in your Rewards Programme to perform the conversion, taking into account the applicable conversion rates, administrative fees and/or charges as stated on Rewards Services; and
  - c. the requested Rewards Point Conversion Transaction must comply with any applicable terms and conditions imposed on you pursuant to the relevant Rewards Programmes (e.g. the VOYAGE Credit Card Program).
- 3.2 By proceeding with a Rewards Point Conversion Transaction (including but not limited to Singapore Airline's KrisFlyer programme), you expressly consent and authorise the Bank to disclose and transfer your Personal Data to the relevant third-party administering the Rewards Programme (including but not limited to any Merchant, Operator and Rewards Partner) for the purpose of completing the conversion. Such Personal Data may include, but is not limited to, your first name, last name, membership number, and any other information displayed on the conversion screen. You acknowledge that this transfer is

necessary to fulfill your conversion request and agree that the Bank shall not be liable for any subsequent use, processing, or handling of your Personal Data by any third-party, which shall be governed by their own privacy policies and terms.

- 3.3 Upon submission of the conversion request, the corresponding amount of the original Rewards Points required for the conversion will be deducted from your OCBC Credit Card immediately. Rewards Services will inform you if the request is successful.
- 3.4 For each Rewards Point Conversion Transaction, a handling fee (or such other fee as OCBC may specify from time to time) may be charged to the relevant Principal Card Account. The applicable fee, if any, will be displayed on-screen and detailed in the prevailing **Terms and Conditions Governing The VOYAGE Credit Card Program**.
- 3.5 All conversion requests received by OCBC are final and non-cancellable. Once a conversion request has been submitted on Rewards Services, it cannot be cancelled or reversed.

#### **4. ORDERS**

- 4.1 You acknowledge and accept that except as otherwise indicated, all products, services, Vouchers and e-vouchers offered on Rewards Services are sold/issued/maintained by Operator or the relevant Merchant as indicated on the specific listing on Rewards Services as the merchant on record, and not the Bank.
- 4.2 The Bank neither endorses nor assumes any responsibility or liability arising in connection with any Order or the products, services, Vouchers and e-vouchers in respect of which an Order is carried out. Transfer of risk and property in redeemed products, delivery, product warranties (including the conditions and remedies for such warranties), support, refunds, returns, replacements, exchanges and any other ancillary products or services in relation to such products, services, Vouchers and e-vouchers shall be governed by and subject to such terms and conditions as may be prescribed by the Bank, Operator and/or the relevant Merchant, which may be indicated on the specific listing or elsewhere on Rewards Services.
- 4.3 You may place an Order in accordance with the instructions as prescribed from time to time. Orders placed in any other manner will not be accepted. Upon placing an Order, your Order will be processed but only deemed to be accepted upon Operator or Merchant's confirmation (which shall be communicated to you via such channels or mediums as Operator may determine).
- 4.4 You acknowledge that you shall be responsible for ensuring the accuracy of the Order and that each Order shall be deemed to be irrevocable and non-cancellable upon submission from Rewards Services and Operator and/or the relevant Merchant shall be entitled to process such Order(s) without any further reference or notice to you.

- 4.5 All Orders shall be subject to Operator's processing and/or Operator's or Merchant's acceptance at their sole discretion and each accepted Order shall constitute an agreement entered into directly and only between you and Operator or the relevant Merchant ("Customer Contract"). You acknowledge that unless you receive Operator's or Merchant's confirmation (which shall be communicated to you via such channels or mediums as Operator and/or Merchant may determine) accepting your Order, Operator or Merchant shall not be party to any legally binding agreements or promises made between Operator or Merchant and you for the sale or other dealings with the relevant products and/or services and accordingly Operator or Merchant shall not be liable for any Losses which may be incurred as a result. For the avoidance of doubt, Operator and Merchant each reserve the right to decline to process or accept any Order received from or through Rewards Services in their absolute discretion.
- 4.6 You agree that each of Operator and Merchant shall have the right to terminate a Customer Contract with immediate effect in the event that the relevant Voucher, e-voucher, product and/or service has been mispriced on Rewards Services or for any other reason as determined by Operator or Merchant in their absolute discretion. In the case of a Customer Contract for the sale of products, Merchant shall have such right to terminate the relevant Customer Contract whether or not the relevant product has been dispatched or are in transit and whether payment has been charged to you.
- 4.7 You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of Operator or Merchant which has not been stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by the Bank, Operator or Merchant. You also acknowledge and agree that the exclusion of warranties, exclusion of liability and exclusion of remedies in these T&C and Customer Contracts allocate risks between the parties and permit Operator or Merchant to provide their Voucher, e-voucher, products and/or services at lower fees or prices than Operator or Merchant otherwise could and you agree that such exclusions of liability are reasonable.
- 4.8 Without prejudice to the generality of Clause 4.7:
- a. as the Vouchers or e-vouchers are issued by Operator and not OCBC (notwithstanding that they may incorporate the OCBC mark, logo and/or other marks and logos of OCBC), OCBC gives no warranty as to the quality, merchantability, state, condition or fitness of the Vouchers, e-vouchers, products and/or services offered, provided or made available on Rewards Services;
  - b. no condition is made or to be implied nor is any warranty given or to be implied as to any Voucher or e-voucher, the life or wear of any products and/or services supplied or that they will be suitable for any particular purpose or use under any specific

conditions, notwithstanding that such purpose or conditions may be known to Operator or Merchant; and

- c. The Bank shall be under no liability for the following measures and actions taken by you or third parties and the consequences thereof: improper remedy of defects, alteration of the relevant Vouchers, e-vouchers, products and/or services without the prior agreement of the Bank, addition and insertion of parts, in particular of spare parts which do not come from the Bank.

- 4.9 You may make payment in respect of an Order by using any of the payment methods prescribed by Operator from time to time and in accordance with any additional terms as may be prescribed by Operator from time to time. Payments may be made to and processed by Operator. You acknowledge that Operator is entitled to collect payments from you on behalf of Merchant, if applicable.
- 4.10 You may not claim against Operator, Merchant or any of Merchant's agents, for any failure, disruption or error in connection with your chosen payment method. Operator reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

## **5. DISCLAIMERS**

- 5.1 Content and services from various sources, including Operator, Merchants and any other third-party content providers, including websites or webpages owned, operated and maintained by Operator, Merchants or any other third party ("Third Party Content"), may be included or provided through Rewards Services (such as the marketplace operated by Operator on which Orders may be made). None of the Bank, Operator, Merchants or any third-party content providers shall be liable for any errors or delays in STACK or any part thereof, or for any actions taken in reliance thereon. The Bank is under no obligation to monitor or review Third Party Content through Rewards Services and assumes no responsibility or liability for any Losses arising from or in connection with any such Third Party Content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any such content. Any hyperlink to any other website or webpage (including any websites or webpages owned, operated and maintained by Merchant or any other third party) is for informational purposes only and for your convenience only and is not an endorsement or verification of such website or webpage and should only be accessed at your own risk.
- 5.2 Any materials made available on Rewards Services, including any information, opinions and statements contained therein ("Materials") are intended for general circulation only, do not contain or convey any advice, and should not be used or relied on as a basis for making any decisions. They do not take into account the specific needs of any particular person who may access or be in receipt of such Materials. Such Materials may cover a

wide range of topics and are not intended to be a comprehensive study or to provide any recommendation or advice. Accordingly, they should not be relied on or treated as a substitute for specific advice on any particular issue. Please seek advice from a qualified professional with any questions you may have regarding any specific issue or concern you may have and the recommended course of action in respect thereof.

5.3 The Materials were prepared on a particular date and may not be updated or reflect any changes in law, events or practice since that date. Neither the Bank nor the author of the Materials undertakes any obligation to update the Materials or to correct any inaccuracy that may become apparent at a later time. All information, opinions and statements contained in the Materials are subject to change without notice.

## **6. NO WARRANTY**

6.1 Rewards Services is provided “as is” and “as available”. No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious, destructive or corrupting code, agent, programme or macros, is given in conjunction with Rewards Services or any information and materials provided through Rewards Services.

6.2 Without prejudice to the generality of the foregoing, the Bank does not warrant: (i) the accuracy, timeliness, adequacy or completeness of Rewards Services; (ii) that your use of and/or access to Rewards Services, or the operation of Rewards Services, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that Rewards Services will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, programme or macros; (iv) that use of Rewards Services by you will not infringe rights of third parties; (v) that the products, services, materials and information contained on Rewards Services are appropriate or available for use in other locations/jurisdictions other than Hong Kong or (vi) that the balances of Rewards Points reflected in your Rewards Services are accurate and correspond with the balances in the relevant rewards accounts. Unless specified otherwise, any such products, services, materials and information are strictly for users’ access and/or use in Hong Kong. In the event that the laws of the jurisdiction you are in do not permit or impose restrictions on the access to the any content on Rewards Services, you shall forthwith discontinue access to such content or comply with such restrictions (as the case may be).

6.3 You acknowledge and agree that the Bank does not warrant the security of any information transmitted by or to you using Rewards Services and you hereby accept the risk that any information transmitted or received using Rewards Services may be accessed by

unauthorised third parties and/or disclosed by the Bank and by its officers, employees or agents to third parties purporting to be you or purporting to act under your authority.

- 6.4 You will not hold the Bank or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

## **7. DATA PRIVACY AND CONFIDENTIALITY**

- 7.1 You consent to the Bank, its related corporations (collectively, the “OCBC Group”), its business partners and its agents (collectively, the “Representatives”) collecting (including by way of recorded voice calls), using and disclosing your Personal Data for purposes reasonably required by the Bank, related corporations and Representatives for the purposes of facilitating the products or services on the Rewards Services, and such other applicable purposes as set out in the Bank’s Privacy Policy and Personal Information Collection Statement accessible at <https://www.ocbc.com.hk/group/policies.page> (“Purposes”). Where the Customer has provided the Personal Data of other individual(s) to the Bank and Representatives, the Customer confirms that consent has been obtained from such individual(s) for the collection, use, and disclosure of their Personal Data to the Bank and Representatives for the Purposes.
- 7.2 Certain Vouchers, e-vouchers, products and/or services may be provided by Merchant or Operator (as the case may be) on a part of Rewards Services via framing or via Operator’s or Merchant’s own website or webpage (to which you may be directed from Rewards Services) and may be co-branded with the Bank’s logos or trademarks, even though they are not operated or maintained by the Bank. You acknowledge that any Personal Data submitted via such part of Rewards Services or Operator’s or Merchant’s website, or webpage may include Operator or Merchant (as the case may be) as the recipients. You further acknowledge that any collection, use and/or disclosure of such Personal Data on such parts of Rewards Services or Operator’s or Merchant’s such website or webpage may be subject to such terms and conditions as may be prescribed in Operator’s or Merchant’s own privacy policy. The Bank shall not be responsible for the privacy practices or policies of Operator or Merchant. You are encouraged to learn about the privacy practices or policies of Operator or such Merchants.
- 7.3 The Bank may contract with one or more third parties to provide, maintain and host the products or services on Rewards Services including but not limited to Operator. Therefore, any information you submit and/or any content which you transmit may be placed and stored on a computer server maintained by Operator or another third party. You acknowledge that such information or content could pass through and may be stored in

servers outside the Bank's control. You agree that the Bank has no liability or responsibility for any such pass through or storage of the same.

- 7.4 You consent to the collection, storage, communication and processing of any of your information by any means necessary for the Bank to maintain appropriate transaction and Rewards Services records and to the release and transmission to and the retention by the relevant third-party service providers and hosts of your information to enable your use of Rewards Services.

## **8. EXCLUSION OF LIABILITY AND INDEMNITY**

- 8.1 The Bank shall in no event nor for any reason whatsoever be liable for any Losses arising from or in connection with: (i) any access, use or the inability to access or use Rewards Services, including in connection with any maintenance, breakdown, fault or non-availability of any part of Rewards Services; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, undeliverable messages, problem with your computer (or such other access or electronic device including but not limited to cellular telephones, smart phones and personal digital assistants), computer virus or other malicious, destructive or corrupting code, agent programme or macros; (iii) any use of or access to any other website or webpage provided through Rewards Services; (iv) any services, products, e-vouchers, Vouchers, information, data, software or other material obtained or downloaded through Rewards Services or from any other website or webpage provided through Rewards Services or from any other party referred through Rewards Services, or through the use of Rewards Services or reliance on Rewards Services or the contents thereof; (v) your use or misuse of Rewards Services; (vi) any defect, error, imperfection, fault, mistake or inaccuracy with Rewards Services, its contents or associated services; (vii) the unauthorized access by third parties to any of your information that is stored by the Bank or (viii) malfunctions and/or errors in the application programming interfaces, computer programmes and/or electronic data interchange interfaces made available to the Bank by a Rewards Partner and (ix) problems caused by any remedial or preventative measure which may be taken by the Bank in the event of any occurrence of the foregoing. In no event shall the Bank be liable to you, or any other party for: (a) any amounts due from Merchants, Operator, other users of Rewards Services or any other third party; and/or (b) damages arising in connection with your use of and/or access to Rewards Services, by you or other third party; or (c) any indirect, special, economic or consequential damage or loss under these T&C, whether or not the Bank have been informed of such possibilities. The exclusions herein shall take effect to the fullest extent permitted by law.
- 8.2 You shall indemnify and hold harmless and keep the Bank indemnified in full against all and any claims, actions, proceedings, loss, damage, costs (including legal costs on a full

indemnity basis), expenses and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by the Bank arising from or which is directly or indirectly related to: (a) your access to and/or use of Rewards Services and/or any other person or entity's use of Rewards Services where such person or entity was able to access and/or use the Bank's e-Banking channels by using your User ID and PIN or biometric login (where applicable); or (b) any breach or non-observance of any of these T&C by you or by any other person or entity where such person or entity was able to access and/or use the Bank's e-Banking channels by using your User ID and PIN or biometric login (where applicable).

## **9. INTELLECTUAL PROPERTY AND CONTENT TRANSMITTED**

All copyright and other intellectual property and proprietary rights in Rewards Services are owned, licensed to or controlled by the Bank, Operator, Rewards Partners or the Bank's licensors or service providers, unless otherwise indicated. You may access Rewards Services provided that the Bank or the relevant copyright owners retain all copyright and other proprietary notices contained on the content and materials on the Bank's e-Banking channels. The trademarks, logos, and service marks (collectively the "Trade Marks") displayed on Rewards Services are registered and unregistered Trade Marks of the Bank and where applicable, Operator, Rewards Partners, Merchants or other third party proprietors identified on the Bank's e-Banking channels. No right or license is given to any party accessing and/or using Rewards Services to download, reproduce or use any such Trade Marks.

## **10. TERMINATION**

- 10.1 The Bank, in its sole discretion, may with immediate effect upon giving you notice in any of the manners prescribed in Clause 12 below, terminate your right to access and/or use Rewards Services (or any part thereof) for any reason whatsoever, including without limitation, a breach of any of the clauses of these T&C.
- 10.2 Upon your receipt of the notice referred to in Clause 12, all rights granted to you under these T&C shall immediately cease and terminate and you shall forthwith cease the use of Rewards Services in any way whatsoever.
- 10.3 Termination of these T&C for any reason shall not bring to an end the Bank's rights accrued prior to termination, and your obligations under any provisions of these T&C which are meant to survive the termination.

## **11. AMENDMENTS TO TERMS AND CONDITIONS**

- 11.1 The Bank may impose such further terms and conditions and make such amendments to these T&C as the Bank may in its discretion deem fit from time to time. The latest version of these T&C will be presented to you upon your first entry into Rewards Services via e-Banking Channels and whenever there is any change to these T&C. If you do not agree to be bound by the amendments, you shall immediately cease all access and/or use of Rewards Services.
- 11.2 You agree that if you continue to use and/or access Rewards Services after being notified of such amendments to these T&C, such use and/or access shall constitute an affirmative: (i) acknowledgement by you of these T&C and its amendments; and (ii) agreement by you to abide and be bound by these T&C and its amendments. The Bank's right to vary these T&C in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these T&C.

## **12. NOTICES**

Any notice or other communication in connection with these T&C: (i) may be given personally, by post, telephone or electronically if sent to the address or telephone number then most recently notified by the recipient to the sender; (ii) if given personally, will be deemed to have been received upon delivery; (iii) by post, will be deemed to have been received on the second day following posting; (iv) (a) if given by the Bank to you electronically, will be deemed to have been received upon delivery (and a delivery report received by the Bank will be conclusive evidence of delivery even if the communication is not opened by you); and (b) if given to the Bank electronically, will be deemed to have been received upon being opened by us; and (v) may be given through other means of communication (including without limitation, any website(s) and/or mobile application(s) and other electronic media) as the Bank may determine in its sole and absolute discretion).

## **13. FORCE MAJEURE**

The Bank shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in Rewards Services' operation if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures or power supply problems, acts or defaults of any telecommunications network operator or carriers, Internet or network related problems, problems with the services rendered by third party vendors or service providers and the acts or a party for whom the Bank is not responsible for).

## **14. ASSIGNMENT AND NOVATION**

- 14.1 You may not assign your rights under these T&C without the Bank's prior written consent. The Bank may, as it sees fit and without your consent:
- a. assign any content, personal data, software, and/or documentation used in relation to Rewards Services or any rights associated with any or all of the foregoing or any part thereof to any third parties; and/or
  - b. novate or otherwise transfer all of the Bank's rights and obligations under these T&C to one or more third parties.
- 14.2 Immediately upon any third party agreeing to perform the obligations of the Bank in connection with Rewards Services or any part thereof, the Bank shall be fully discharged from all of its obligations and duties in connection with these T&C and otherwise at law. You further agree and understand that by consenting to any collection, use, disclosure or other handling of your Personal Data by the Bank, you also consent to such collection, use, disclosure or other handling of your Personal Data by any successor-in-title, transferee or assignee of the Bank.
- 14.3 These T&C will bind you and the Bank and the Bank's successors in title and assigns. These T&C will continue to bind you notwithstanding any change in the Bank's name or constitution or the Bank's merger, consolidation or amalgamation with or into any other entity (in which case these T&C will bind you to the Bank's successor entities).
- 14.4 In addition to these T&C, the use of specific aspects of Rewards Services or more comprehensive or updated versions of Rewards Services may be subject to additional terms and conditions ("Additional Terms"), which will apply in full force and effect.
- 14.5 The Bank reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively "New Features") to Rewards Services. The term "Rewards Services" shall include New Features which are provided through Rewards Services respectively at no charge or fee unless otherwise indicated.
- 14.6 All New Features shall be governed by these T&C and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Features are provided, and shall be deemed to have agreed to upon use of such New Features. In the event of any inconsistency between these T&C and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the product, application, programme, service, function or feature in question unless otherwise provided.

## **15. GENERAL**

- 15.1 These T&C shall be governed by and construed in accordance with laws of the Hong Kong Special Administrative Region (“HKSAR”) and you hereby irrevocably submit to the non-exclusive jurisdiction of the HKSAR courts. Nothing shall limit the right of the Bank to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 15.2 If any provision of these T&C is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from the T&C and the remaining provisions of this T&C shall not be affected thereby.
- 15.3 No failure or delay to exercise the Bank’s rights under these T&C shall operate as a waiver thereof nor shall such failure or delay affect the Bank’s right to enforce its rights under these T&C.
- 15.4 You acknowledge and agree that the Bank’s records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through Rewards Services by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of communications, transactions, instructions or operations relating to the operation of Rewards Services and any record of any communications, transactions, instructions or operations maintained by the Bank or by any relevant person authorised by the Bank relating to or connected shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations. You further acknowledge and agree that the Bank’s decisions on all matters relating to these T&C will be at its absolute discretion and will be final and binding on you.
- 15.5 Save for Operator and Merchants, nothing in these T&C is intended to grant to any third party to enforce any terms of these T&C or to confer any third party any benefits under these T&C for the purpose of the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) and any re-enactment thereof, the application of which is hereby expressly excluded. Notwithstanding any terms of these T&C, the consent of any third party is not required to rescind or vary these T&C at any time. For the avoidance of doubt, this shall clause not affect the rights of any permitted assignee or transferee of these T&C.
- 15.6 You agree and acknowledge that these T&C and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by the Bank. You acknowledge that the Bank shall not be responsible for any services through which you access and use Rewards Services or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it. Any Internet access

or telecommunications services (such as mobile data connectivity) required by you to access and use Rewards Services shall be your sole responsibility and shall be separately obtained by you, at their own cost, from the appropriate telecommunications or internet access service provider.

15.7 The English version of these T&C shall prevail whenever there is any discrepancy between the English and the Chinese versions.

"To borrow or not to borrow? Borrow only if you can repay!"