



## APPLE PAY TERMS AND CONDITIONS (FOR DEBIT CARDS)

These terms and conditions (“Terms and Conditions”) are an agreement between you and Citibank (Hong Kong) Limited (“we, or us”) that governs your access to and use of your eligible Citibank debit card(s) (“Debit Card(s)”) linked to accounts domiciled in Hong Kong (“Card”, or “Cards”) through Apple Pay. The term, “Apple Pay”, shall include the Apple Pay branded payment functionality, the Card provisioning functionality, and display of transaction history. We will determine, at our sole discretion, which Cards may be eligible for use through Apple Pay. We reserve the right to decline any enrollment of a Card to Apple Pay without the need to give you any reason. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrollment of your Cards to Apple Pay. By registering or using a Card through Apple Pay you agree to use your Card through Apple Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Apple Pay. Use of Apple Pay is at your discretion. You are not obliged to use Apple Pay in connection with any of your Cards.

Your use of Apple Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked (“Account”). The applicable terms and conditions to your Card and/or Accounts with us, including the: (a) Terms and Conditions For Accounts and Services; (b) Policy Statement relating to the Personal Data (Privacy) Ordinance (collectively, the “Relevant Terms”), are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Apple Pay is subject to the terms and conditions set forth by Apple and/or its affiliates (“Apple”)

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Citi Privacy Policy: [citibank.hk/privacy](https://citibank.hk/privacy)  
Terms & Conditions: [citibank.hk/disclaimere](https://citibank.hk/disclaimere)



with respect to the use of Apple Pay, which will not change or override these Terms and Conditions.

## **ELIGIBILITY / ENROLLMENT**

Apple Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Apple device (including phone, tablet, wearable device, MacBook or Mac) (“Eligible Device”) at (1) near field communication (“NFC”) enabled merchants; and (2) an online merchant (whether in-app or through website), who accept Apple Pay as a form of payment. Apple Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Apple Pay, you must register your Card through Apple Pay either by scanning the Card or entering the card details manually (“Apple Pay Card Registration”). You may be required to take additional steps to authenticate yourself before your Card is added to Apple Pay, including providing the correct one-time password which will be sent to you by us via SMS on your registered mobile number with us (“Additional Authentication”). Your enrollment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion. Apple Pay may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

By adding your Card to Apple Pay, a unique numerical identifier different from your Card number will be allocated for the purpose of making purchases and receiving refunds through Apple Pay. Due to the manner in which Apple Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Apple Pay on such Eligible Device.

## **YOUR USE OF CITI CARDS THROUGH APPLE PAY**

Purchases you make with Apple Pay using your Cards are governed by the Relevant Terms. Please review the Relevant Terms for important information

on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Apple Pay, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Apple Pay. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as fingerprint (biometric information) on the Eligible Device. In the event a third party's biometrics are saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you understand, and acknowledge and agree that such person, using his or her biometrics, will be able to access and use your Cards and make purchases with Apple Pay using your Cards, and the relevant transactions will be charged to your Cards, to which you shall be responsible and liable for the same.

If you enroll for biometric verification such as fingerprint identity or face recognition, personal identification number or passcode (collectively "Device Passcode") on Apple Pay, the collection, storage, enrollment and access to Apple Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Apple Pay and choose to be verified using the technology on your Eligible Device, your fingerprint or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Apple Pay and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Apple Pay is at your discretion. You are not obliged to use Apple Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Apple Pay will be considered as authorized by you and you shall be responsible and liable for the same. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or Card has been used through Apple Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with Apple Pay. Notwithstanding the foregoing, your liability for all unauthorized transactions on your Card in connection with Apple Pay which are effected prior to you notifying us shall be limited to HK\$500 provided (i) you have fully complied with these Terms and Conditions (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your willful misconduct and/or gross negligence and that you have not acted fraudulently.

You agree and acknowledge that the transaction history displayed in Apple Pay in connection with use of your Card in Apple Pay solely represents our authorization of your Apple Pay transaction using that particular Eligible Device and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Apple Pay transaction history in connection with use of your Card in Apple Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and transaction history displayed in Apple Pay, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Cards through Apple Pay but we reserve the right to impose a fee at our sole discretion in the future. All applicable interest, fees and charges that apply to your Debit Card pursuant to the Terms and Conditions for Accounts and Services will continue

to apply after you have registered your Debit Card with Apple Pay. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Apple Pay ("Charges"). You shall be solely responsible for such Charges.

As a condition of using your Card in connection with Apple Pay, you acknowledge and consent to us sending notifications and automatically dialled calls or text messages to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with Apple Pay.

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as "jail breaking"), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in connection with Apple Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Apple Pay.

We have the right to suspend or cancel your ability to use your Card in connection with Apple Pay at any time and need not give you any prior notice or reason for doing so.

We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Apple Pay. The limit will be such amount(s) as determined by us and notified to you from time to time.

## **AUTHORIZATION TO COLLECT AND SHARE DATA**

You acknowledge that (i) Apple, the provider of Apple Pay technology that supports the Cards in Apple Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through Apple Pay in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing

fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Apple Pay; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Apple, the applicable payment network branded on your Card, or other third parties supporting Apple Pay, will be governed by the privacy policy of such party.

## **MERCHANT RELATIONSHIPS AND DISCLAIMERS**

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (“Offers”) if payment is effected through Apple Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and the Relevant Terms, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Apple Pay or the Offers that they provide.

## **CHANGES TO PARTICIPATION IN APPLE PAY AND TERMS AND CONDITIONS**

Subject to applicable laws and regulations, at any time we may (i) terminate your use of Cards in connection with Apple Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Apple Pay, (iii) change the eligibility of a Card for use with Apple Pay, and/or (iv) change the Card authentication process.

If we have cancelled or suspended your Card in accordance with the Relevant Terms, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We may amend at any time these Terms and Conditions, by providing reasonable prior notice to you. We may revise these Terms and Conditions

at any time by updating this posting. You are bound by such revisions and should therefore visit [www.citibank.com.hk](http://www.citibank.com.hk) to review the current Terms and Conditions from time to time.

## **SECURITY AND YOUR LIABILITY**

If you share your Device Passcode with any other person, you are taken to have authorized that person to transact on your account using Apple Pay. This means that any Apple Pay transaction initiated by that person using your Device Passcode will be deemed to have been authorized by you and for which you are fully responsible and liable. Such transaction will not qualify as unauthorised transactions under the Relevant Terms.

If you register your Card with Apple Pay, you are responsible for ensuring that:

- (i) the Apple Pay wallet is not shared with anyone and is used only by you;
- (ii) you keep the Device Passcode in the Eligible Device in the same way as you would safekeep a banking password or PIN secure, including by:
  - a. not sharing it with anyone;
  - b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
  - c. not choosing a passcode that can be guessed, such as your date of birth or a recognisable part of your name; and
  - d. not failing to protect the security of the Device Passcode;
- (iii) you must keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it); and
- (iv) remove any Cards from Apple Pay or the Eligible Device before disposing of the Eligible Device.

At any time, you can delete or suspend your Card from Apple Pay.

Please call us immediately on 2860 0333 (24 hours a day) if:

- (i) your Card(s) added to Apple Pay has/have been lost or stolen;
- (ii) your Eligible Device is lost or stolen;
- (iii) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your

- Card(s) added to Apple Pay has/have been subject to unauthorized use or access); or
- (iv) you suspect a security breach in relation to your Eligible Device or Apple Pay or that an unauthorised person has used your Device Passcode, Card PIN or your other credentials to access Apple Pay.

## **INTELLECTUAL PROPERTY**

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

## **DISCLAIMERS OF WARRANTY**

Apple Pay is provided by Apple, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Apple Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Apple Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Apple Pay between you and Apple and we do not own and are not responsible for Apple Pay. We are not providing any warranty for Apple Pay. We are not responsible for performance, maintenance or other support services for Apple Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Apple Pay, including, without limitation, any third party product liability claims, claims that Apple Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to



the use of Apple Pay, including those pertaining to Intellectual Property Rights, must be directed to Apple.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF APPLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH APPLE PAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF APPLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH APPLE PAY; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM APPLE PAY;

(IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH APPLE PAY BY ANY THIRD PARTY; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH APPLE PAY; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

## **INDEMNITY**

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' 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 Apple Pay, 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 country; (e) any access or use of Apple Pay by any other party with your Device Passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Apple Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

## **REPRESENTATION AND WARRANTY**

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Apple Pay is your name; (ii) all Cards you add to Apple Pay is or are, your Card(s); (iii) you and all transactions initiated by you or using any of your Cards added to Apple Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Cards through Apple Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Apple Pay; (vi) you will not permit any use of your Card(s) through Apple Pay by any third party; and (vii) your use of your Card in connection with Apple Pay will comply with these Terms and Conditions.

## **REMOVAL OF YOUR CITI CARDS FROM APPLE PAY**

You shall follow the instructions from Apple Pay to remove your Cards from

Apple Pay if you no longer wish to use or enroll your Cards through Apple Pay. Removal of your Card from Apple Pay will not terminate your Cards in its plastic card form unless you also choose to terminate such in accordance with the Relevant Terms.

## **SEVERABILITY**

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

## **THIRD PARTY RIGHTS**

No person other than you and us 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.

## **GOVERNING LAW**

The same laws that govern your Account shall govern these Terms and Conditions.

## APPLE PAY條款及細則(扣賬卡)

下述各條款及細則(「條款及細則」)為閣下及花旗銀行(香港)有限公司(「本行」)就閣下的權限和使用與APPLE PAY連接的香港註冊付費帳戶及本行所發行的合資格Citi 扣賬卡(「扣賬卡」)之間的協議。APPLE PAY包括由APPLE應用程式所支援之APPLE品牌支付功能，加入扣賬卡功能及所顯示之交易記錄。本行會核實扣賬卡是否合資格用作APPLE PAY，並保留最終決定權。本行保留拒絕扣賬卡與APPLE PAY連接之權利而毋須作出任何理由。當閣下決定是否使用APPLE PAY連接閣下的扣賬卡時，應審慎考量各條款及細則。註冊及使用APPLE PAY服務即表示閣下必須接受此同意書所包含的所有條款及細則。如果閣下不同意此條款及細則，則不應註冊或將扣賬卡與APPLE PAY連接。使用APPLE PAY是閣下的全權決定。閣下沒有任何義務連接閣下的扣賬卡用作APPLE PAY。

當閣下透過APPLE PAY使用閣下的扣賬卡購買商品及服務時，閣下的扣賬卡及每一個相關戶口(「戶口」)將會受閣下和本行之間的適用條款及細則所約束。閣下的扣賬卡及戶口適用的條款及細則包括(1)戶口及服務之條款及細則；及(2)有關的個人資料(私隱)條例的政策指引(「相關條款」)，會引入作為參考並成為此條款及細則的一部分。閣下承認及明白APPLE PAY的使用是受APPLE及或其任何附屬公司(「APPLE」)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。

### 申請資格

APPLE PAY是提供給持卡人在購買商品及服務時，於可接納APPLE PAY的(1)啟用近距離無線通訊(「NFC」)的商戶；及(2)網上商店，使用可支援APPLE PAY的APPLE裝置(「合格裝置」)作為付款方式。APPLE PAY允許閣下使用合格裝置授權及使用閣下的扣賬卡作付款，而取代直接展示及使用扣賬卡。若閣下需於APPLE PAY加上閣下的扣賬卡，閣下必須於APPLE PAY掃描閣下的扣賬卡或手動輸入扣賬卡資料來註冊(「APPLE PAY扣賬卡註冊」)。於APPLE PAY加上閣下的扣賬卡時，閣下可能被要求額外的驗證步驟，包括通過提供由花旗銀行通過短信發送至閣下所註冊手機號碼之一次性驗證碼(「OTP」)(「額外驗證」)。若閣下的扣賬卡不適用於APPLE PAY、驗證過程失敗、或閣下的扣賬卡或戶口被本行決定為有舞弊/欺詐行為，閣下的APPLE PAY扣賬卡註冊將作無效。本行不

會干涉APPLE PAY限制每部合格裝置可註冊的扣賬卡數量。本行保留限制同一張扣賬卡註冊於合格裝置的數量。此限制數量將透過本行告知以作閣下參考。

透過於APPLE PAY上增加閣下的扣賬卡，閣下將被分配一個與閣下的扣賬卡號碼不同的獨特標識號碼(「數位卡號」)，使閣下可透過APPLE PAY進行購物及退款。此數位卡號亦將作為裝置的戶口帳號。基於APPLE PAY的運作方式，當閣下退回商品時，閣下可能需要向商戶展示閣下購買該商品時所使用的合格裝置。

### **透過APPLE PAY使用CITI扣賬卡**

當閣下透過APPLE PAY使用閣下的扣賬卡購買商品及服務時，此權限將受扣賬卡的相關條款所約束。請仔細閱讀扣賬卡的相關條款，以明白購買商品及服務時閣下的權利和義務。閣下必須妥善保管閣下的合格裝置(包括確保裝置未被修改，及並無違反製造商的軟件或硬件的基本性能)及確保密碼或其他適當的安全碼已成功設立，以便閣下使用已連接到APPLE PAY的扣賬卡來購買商品及服務。閣下必須確保不會向任何人透露個人密碼或其他適當的安全碼及採取合理預防措施，以防止合格裝置或任何連接到該移動裝置上之APPLE PAY的扣賬卡被竊、遺失或進行舞弊/欺詐行為。如閣下需要透過生物識別憑據(例如指紋辨識)以使用閣下的合格裝置或扣賬卡，閣下不應在該合格裝置內儲存第三者的指紋或生物識別憑據。如第三者的指紋或生物識別憑據儲存在閣下的合格裝置內，不論現在或將來，而該第三者的指紋或生物識別憑據可使用閣下的合格裝置或扣賬卡，即被視作閣下已授權該第三者使用閣下的合格裝置或使用連接到閣下APPLE PAY的扣賬卡來購買商品及服務。有關的交易將會如常由閣下的扣賬卡支付，而閣下亦需負上相關的責任。

如閣下需註冊生物識別憑據(例如指紋辨識或面孔辨識)、密碼或其他適當的安全碼(統稱裝置密碼)到APPLE PAY，閣下將會用閣下的合格裝置的技術來收集、儲存、註冊及使用生物識別憑據、密碼或其他適當的安全碼。因此，當閣下登入APPLE PAY並選擇使用該合格裝置的技術來進行驗證，該合格裝置的技術將會與閣下的指紋或其他生物識別憑據、密碼或其他適當的安全碼符合。因此，閣下承認及明白本行無法控制合格裝置的技術、可用性、相容性、驗證方法、安全性及完整性，及不會對受

影響的APPLE PAY交易及使用生物識別憑據、密碼或其他適當的安全碼授權的交易負上責任。閣下須評估及考慮該合格裝置的驗證方式及有關風險。

閣下可自行決定使用APPLE PAY並沒有義務連接閣下任何的扣賬卡到APPLE PAY。因此，閣下須同意，使用任何連接到APPLE PAY的扣賬卡將被視為已授權，並須就此負上所有責任。如果閣下的合格裝置遭遺失或被竊、閣下的生物識別憑據或其他密碼被洩露，或閣下的扣賬卡遭未經授權透過APPLE PAY被使用，閣下必須立即通知本行。如本行需要，閣下應提供具有法律效用的聲明及/或警方報告及/或其他本行符合合理要求的資料以作記錄。閣下須就一切透過未經授權的APPLE PAY的扣賬卡交易負責。除上述規定外，在閣下通知本行任何未經閣下授權的APPLE PAY的扣賬卡交易前，閣下均須對透過此卡實行的所有交易(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APPLE PAY交易要承擔的責任則以港幣五百元為上限：(i)閣下有遵守相關條款及細則(包括但不限於安全注意事項)；及(ii)閣下有協助未經授權的APPLE PAY交易之調查；及(iii)本行同意閣下沒有任何舞弊/欺詐成分而導致該未經授權的APPLE PAY交易。

如閣下未能立刻通知本行，閣下可能就部分或全部於與APPLE PAY作連結的扣賬卡的任何未經授權的交易指示負責，扣賬卡合約已詳細列明閣下對損失所需承擔的責任。

閣下同意並確認於APPLE PAY上所展示的交易紀錄只反映本行對於閣下與APPLE PAY連結的扣賬卡之授權交易，但並不反映任何授權後的交易，包括但不限於清算、結算、外幣兌換、退款、退貨或退單拒付。因此，閣下於APPLE PAY上所展示的購買金額、貨幣及其他細節，可能與閣下的月結單上的最終結算金額不同。閣下於本行的結欠會以月結單上之金額為準。

本行目前不會就透過APPLE PAY使用扣賬卡而徵收費用，但本行會保留於將來徵收費用的權利。利息、費用與收費將根據扣賬卡的條款及細則繼續適用於APPLE PAY註冊的扣賬卡。閣下的電訊運營商或供應商可能會就使用APPLE PAY時的上網支援、數據使用、短訊或其他相關事項徵收費用(「收費」)。閣下須負責一切有關收費。

當閣下使用閣下的扣賬卡與APPLE PAY連接時，即視作同意收取本行的通知、自動撥打電話或發送短訊至閣下的合格裝置，包括閣下所提供的合格裝置的電話號碼。如果閣下在任何時候撤銷此同意，本行可能會暫停或取消閣下使用閣下的扣賬卡與APPLE PAY之連接。

若裝置的修改不符合製造商的軟件或硬件準則，包括失去對硬件或軟件的控制，將視為不合格裝置。

閣下承認、明白及認同使用經修改裝置並使用扣賬卡與APPLE PAY連接是被禁止的，此舉將違反條款及細則，並授權本行拒絕閣下透過APPLE PAY使用扣賬卡的權限。

本行保留任何時候暫停或取消閣下連接APPLE PAY的扣賬卡的權利而毋須另行通知。

本行保留限制每日及/或每次之交易金額的權利。本行將決定此交易金額限制及對閣下作出通知。

### **資料收集及交換之授權**

閣下承認及明白(i) APPLE，作為支援使用APPLE PAY的扣賬卡之技術供應商，以及APPLE的承辦商、代理商和附屬公司，以及(ii)設置於扣賬卡之適用的支付網絡服務商(如萬事達卡國際有限公司及其附屬Maestro或VISA及其子公司之互聯網)，以及其他網絡承辦商、代理商和聯營公司，將可獲取閣下於商戶透過APPLE PAY使用扣賬卡交易時的資料以作(1)履行下列用途；及(2)顯示有關交易記錄；及(3)檢測及處理舞弊/欺詐行為；及(4)遵守相關法律和法規；及(5)回應法律審查或監管機構作出的疑問；及(6)改善及/或推廣APPLE PAY的使用；及(7)提供公司業務及/或技術性能報告。閣下承認及明白由閣下直接向APPLE、扣賬卡之適用的支付網絡服務商，或其他支援APPLE PAY的第三方的任何個人訊息的使用和披露，將會根據該公司的隱私政策所管理。

### **商戶關係和免責聲明**

商戶可能會向閣下提供折扣、回贈或其他APPLE PAY的優惠(如免費送貨)(「優惠」)。這些優惠需受有關的條款及細則所約束；有關的條款及細則可能遭隨時修改而不作另行通知。本行不會就閣下與商戶之間因優惠

的互動所招致的損失或損害作出任何承擔。根據適用的法律和扣賬卡相關條款，所有事項，包括交付貨物和服務、退貨和保養，完全乃為閣下和有關商戶之互動。閣下承認及明白本行不就任何接納APPLE PAY之商戶及其提供的優惠作出認可及保證。

## **更改APPLE PAY之使用及條款及細則**

根據適用的法律及法規，本行可於任何時候(i)終止閣下使用與APPLE PAY連接的扣賬卡，(ii)修改或禁止使用與APPLE PAY連接的扣賬卡所涉及的交易貨幣或金額，(iii)更改使用APPLE PAY之扣賬卡資格及/或(iv)改變扣賬卡之驗證程序。

如本行就相關條款取消或禁止閣下的扣賬卡，即使閣下的合格裝置仍然顯示該扣賬卡的符號，閣下的合格裝置將不能繼續使用該扣賬卡。

本行可能就與APPLE PAY連結之扣賬卡的條款及細則作出更改，並會於更改實施前向閣下作出通知。本行可能對該條款及細則不時加以修改。閣下須受該條款約束及不時瀏覽 [www.citibank.com.hk](http://www.citibank.com.hk)查詢最新條款及細則。

## **保障和使用的責任**

如閣下向他人透露裝置密碼，即被視作閣下已授權該位人士使用APPLE PAY發出交易指示。該位人士於APPLE PAY透過裝置密碼所發出的任何交易指示亦將被視作已經獲得閣下的授權，因此閣下需對有關交易負上全部責任。有關交易不會被視作有關條款所指的未經授權的交易。

如果閣下於APPLE PAY註冊閣下的扣賬卡，閣下有責任確保：

- (i) 不會與他人共用APPLE PAY，即代表只有閣下能使用；
- (ii) 閣下應採取與保管銀行密碼或私人密碼相同的方式以保管裝置密碼，包括：
  - (a) 不向他人透露；
  - (b) 不將密碼與合格裝置一起存放或存放於能與合格裝置被盜的物品之上(除非閣下已作出合理的能力去確保它的安全)；
  - (c) 不採用容易猜想之密碼，如閣下的出生日期或姓名的可辨認部分；



- (d) 不會因嚴重疏忽而未能保護裝置密碼之安全；
- (iii) 閣下必須保持合格裝置的安全(包括在不使用或於無人看守時鎖上裝置，以及為裝置更新防毒軟件；
- (iv) 於拋棄合格裝置前移除任何儲存於APPLE PAY或合格裝置內的扣賬卡資料。

於任何時候，閣下可以刪除或暫停閣下於APPLE PAY所註冊的扣賬卡。

閣下請立即致電2860 0333(24小時)如：

- (i) 閣下已連接到APPLE PAY的扣賬卡遺失或被竊；
- (ii) 閣下的APPLE裝置遺失或被竊；
- (iii) 閣下的APPLE裝置的流通服務在未經閣下的許可下突然中斷(這可能表示閣下的APPLE裝置及/或連接到APPLE PAY的扣賬卡存有未經授權的使用)或；
- (iv) 閣下懷疑因閣下的合格裝置或經未授權的人士使用閣下的裝置密碼、扣賬卡私人密碼或閣下其他的信用憑證登錄APPLE PAY而涉及安全漏洞。

## **知識產權**

所有知識產權，包括APPLE PAY(包括文本、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APPLE、本行、本行的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APPLE、本行、本行的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APPLE PAY註冊任何扣賬卡或於APPLE PAY使用已連接的扣賬卡時，不會獲得任何APPLE PAY的擁有權。

## **免責聲明**

APPLE PAY由APPLE所提供，而本行並不會提供任何保證。閣下承認及同意，閣下與APPLE PAY連接的扣賬卡會於本行不能控制的原因下不時出現延遲、中斷或受到破壞。本行或本行的附屬機構不會就此延遲、中斷、故障或類似故障而負上相關責任。

閣下承認及明白本行沒有參與閣下與APPLE之間的APPLE PAY的條款及細則。本行並無擁有及不會就APPLE PAY負責。本行不會為APPLE PAY

提供任何保證。本行不會為APPLE PAY的性能負責及提供任何維修或其他支持服務。因此，本行對任何有關APPLE PAY的索賠、損失、責任、損害賠償、成本或費用，包括但不只限於第三方的產品責任索償、聲稱APPLE PAY不符合任何適用的法律或法規的要求的索償、根據消費者條例或類似的法例所引起的索償及知識產權侵權之索償，理應無須負上責任。任何有關使用APPLE PAY的疑問或投訴，包括有關知識產權的投訴，請直接與APPLE聯絡。

本行不會就合格裝置之性能或操作提供任何建議、推薦及陳述。閣下須就選擇合格裝置，以及一切有關合格裝置的操作、性能及相關成本等負責。

### **應負責任的限制**

在適用的法律所容許範圍內，因使用、不能使用、或無法使用APPLE PAY，包括使用閣下與APPLE PAY所連結之扣賬卡而引致利潤損失、商譽、使用、數據或其他無形的損失，或任何直接的、間接的、懲罰性的、偶然的、特殊的、招致的或懲戒性損失，本行、本行的承辦商、供應商，或認可機構(或其各自的附屬公司、代理、董事和僱員)均無須負上法律責任。

在適用的法律所容許範圍內，因(i)失誤、錯誤、或內容不準確，(ii)因登錄或使用APPLE PAY，包括使用閣下與APPLE PAY所連結之扣賬卡而引致的人身傷害或財產損失或任何性質的損失，(iii)任何從APPLE PAY發出或傳送至APPLE PAY的訊息中斷或停止，(iv)任何從APPLE PAY發出或傳送至APPLE PAY或第三方的錯誤、病毒、木馬或其他程式，(v)因使用APPLE PAY所發佈、電郵、傳輸或提供的資訊內容而引致任何錯誤或遺漏之損失，和/或(vi)用戶內容對任何第三方的誹謗、攻擊性或非法行為，本行、本行的承辦商、供應商，或認可機構(或其各自的附屬公司、代理、董事和僱員)均無須負上法律責任。

### **相關賠償**

於下述情況下，閣下應賠償、保護本行，並使本行(以及本行的員工、董事、代理、附屬公司和代表)不受傷害，並使本行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律師費)：(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，包括任何違反本行的政策；(b)閣下不法或不正當使用APPLE PAY，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)他人使用閣下的裝置密碼登錄或使用閣下的APPLE PAY；(f)對扣賬卡或APPLE PAY有影響的法律，法規或官方指令的任何變更，而該變更可能會借記到閣下的信用卡上和/或由閣下按  
要求支付。

## **聲明及承諾**

閣下聲明及對本行保證，(i)閣下於APPLE PAY註冊閣下的扣賬卡時所登記的名稱乃是閣下本人的名字，並由閣下親自確定；(ii)閣下於APPLE PAY註冊的乃是閣下本人所擁有之扣賬卡；(iii)閣下和閣下所授權的交易指示必須遵守所有香港法律和法規，包括任何適用的稅務法律和法規；(iv)閣下必須具有接收由本行發出的通知、來電和短訊之能力；(v)閣下不會透過APPLE PAY使用閣下的扣賬卡進行任何欺詐行為，從而干擾APPLE PAY的運作；(vi)閣下不會授權於第三方使用閣下APPLE PAY連結的扣賬卡；(vii)閣下在使用與APPLE PAY連結的扣賬卡時會遵守此等條款及細則。

## **移除閣下在APPLE PAY的扣賬卡**

如閣下不再希望通過APPLE PAY使用或註冊閣下的扣賬卡，請按照APPLE PAY的指示從APPLE PAY中刪除閣下的扣賬卡。移除閣下在APPLE PAY的扣賬卡並不會影響其扣賬卡的使用，如閣下選擇終止閣下的扣賬卡，可以根據相關條款終止。

## **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。

## **第三者權利**

除閣下及本行以外，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。

## **法律**

本協議須受香港法律管轄並按香港法律詮釋。

(注意：如中文譯本與英文本在文義上出現分歧，一概以英文本為準。)