

Terms and Conditions for PayMe Card stored in the Mobile Wallet of your Mobile Device

IMPORTANT! Before you store and use your PayMe Card in your Mobile Wallet, please read these Terms and Conditions carefully. By storing and using your PayMe Card in your Mobile Wallet, you will be considered to have accepted these Terms and Conditions and will be bound by them.

1. Supplementing existing PayMe terms and conditions

- (a) These Terms and Conditions supplement the PayMe UnionPay Card Terms and Conditions (“Card Terms”) and PayMe by HSBC TERMS (“Wallet Terms”) and, together, govern the use of your PayMe Card stored in the Mobile Wallet of your Mobile Device. If there is any inconsistency between the provisions of these Terms and Conditions and the Card Terms and/or the Wallet Terms, these Terms and Conditions will prevail.
- (b) You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your PayMe 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/or the Card and Wallet Terms.
- (c) In these Terms and Conditions:
 - (i) PayMe Card means any virtual pre-paid card available to use as part of the PayMe service (for example, the PayMe UnionPay Card);
 - (ii) Mobile Device means such model of smartphone, tablet or other device (such as a watch) with Mobile Wallet function in which the PayMe Card can be registered and stored, as designated by PayMe from time to time.
 - (iii) Mobile Wallet (For example, Apple Pay, Google Pay, Samsung Pay, etc.) means a wallet application provided by a Mobile Wallet Provider; and
 - (iv) Mobile Wallet Provider (For example, Apply, Google, Samsung, etc.) means the provider of the Mobile Wallet in your Mobile Device, as designated by us from time to time.

2. Registering, storing and activating the PayMe Card in your Mobile Wallet

- (a) You may store your PayMe Card in your Mobile Wallet only if the PayMe Card is of a type and/or card scheme supported by PayMe and is in an Active state.

- (b) The Mobile Wallet Provider may limit the number of cards that you may store in the Mobile Wallet from time to time which we cannot control.
- (c) The Mobile Wallet Provider may limit the age of users who are allowed to use the Mobile Wallet to make payments from time to time which we cannot control.
- (d) PayMe may limit the number of Mobile Devices in which the same PayMe Card can be stored in your Mobile Wallet. PayMe will notify you from time to time.
- (e) You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Mobile Device), and the registration and verification flow of your Mobile Wallet in order to register and store the PayMe Card in your Mobile Wallet.
- (f) By registering your PayMe Card in your Mobile Wallet, you consent to PayMe sending SMS message to you for verification and activation purpose based on your phone number that is registered with the PayMe wallet. The SMS message will be sent to the said phone number.
- (g) If you have any questions or complaints about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

3. Your responsibilities

- (a) You should keep your Mobile Wallet, PayMe Card and Mobile Device details safe at all times. Always follow the security tips and guidance that we make available on the PayMe App and website as well as advice recommended by the Mobile Wallet Provider. You can also refer to the Wallet Terms for further detail on keeping your security details safe. You'll be responsible for all transactions you make until you tell us that your Mobile Wallet, PayMe Card and/or Mobile Device or security details are at risk. You bear all risks and consequences effected by the use of your Mobile Wallet.
- (b) You have to use a Mobile Device of a model, or operating system specified by PayMe to register, store and use your PayMe Card in your Mobile Wallet. We have the right to withdraw an existing model, or operating system of Mobile Device at any time. In such case, PayMe will at least send 30 days prior notice where possible.
- (c) You must keep your Mobile Device passcode safe at all times, as this could be used to make payments through the Mobile Wallet
- (d) You should not use passcodes or PIN that can be easily guessed by others (i.e. your date of birth, phone number, repeated or sequential numbers.)
- (e) You must delete your PayMe Card from the Mobile Wallet before you dispose of your Mobile Device or pass your device temporarily to someone else.
- (f) You are responsible for all PayMe Card transactions whether or not authorised by you unless and until you have removed the PayMe Card from your Mobile Wallet and Mobile Device upon termination.

- (g) You require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your PayMe Card in your Mobile Wallet.

4. Mobile Wallet Transactions and Limits

You may make PayMe Card transactions where your Mobile Wallet and card scheme is accepted for payment. Your Mobile Wallet may not be accepted at all places where the card scheme is accepted. We will not be responsible if any retailer refuses to accept your PayMe Card and/or Mobile Wallet.

The PayMe Card and Mobile Wallet both access funds from your PayMe wallet balance for transactions. All transaction limits are governed by your verification status (unverified or verified). This information is available in the PayMe app (Me > Settings > Transaction Limits)

5. Limitation of our liability

- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible devices. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you.
- (b) We have no control over the Mobile Wallet platform or your Mobile Device. We are therefore not responsible for any failure of the Mobile Wallet.
- (c) We are not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet.
- (d) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 3, Clause 6, Clause 9 and the Wallet Terms.

6. Loss, theft or misuse

Report promptly

- (a) You must tell us straight away if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Device, or if you believe someone else has used your Mobile Wallet, or has discovered the security details of your Mobile Device, Mobile Wallet or PayMe Card or the security of your Mobile Device, Mobile Wallet and/or PayMe Card, has been compromised in any other manner.

Your liability for unauthorised transactions

- (b) You will be liable for all unauthorised PayMe Card transactions effected by your Mobile Wallet before we receive any report of loss, theft, disclosure or unauthorised use of your PayMe Card.

After reporting, PayMe will investigate

(c)

We'll investigate. We may ask you for information to help our investigations and we may need to share it with the relevant law enforcement agencies or regulators.

If we reasonably believe that you acted carelessly, fraudulently, or didn't follow these terms or the security tips and guidance that we make available, you'll be responsible for any unauthorised transactions.

7. Your personal data

You may be providing your personal data and PayMe Card information and transaction details to the Mobile Wallet Provider by registering, storing and using the PayMe Card in your Mobile Wallet. 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) PayMe do not impose any additional fee for using PayMe Card through a Mobile Wallet. However, all applicable interest, fees and charges that apply to your PayMe Card will also apply when using the PayMe Card from your Mobile Wallet. All applicable fees are set out in our Fee Schedule which you'll find online.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider (if any), telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your storing, activating or using the PayMe Card or for making transactions using your Mobile Wallet.

9. Management of PayMe Card within Mobile Wallet

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your PayMe Card from the Mobile Wallet should you wish to remove the PayMe Card from your Mobile Wallet. Removal of the PayMe Card from your Mobile Wallet will not delete the PayMe Card in your PayMe App unless you also delete it in accordance with the respective Card Terms.
- (b) If your PayMe Card has been locked or disabled, you will not be able to use it to make any payments from your Mobile Wallet.
- (c) We have the right to suspend or stop your use of the PayMe Card under the Wallet Terms and Card Terms. In such scenario, you will not be able to use PayMe Card to make any payments from your Mobile Wallet.

- (d) We will also have the right to suspend or stop the use of your PayMe Card if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 6(a).
- (e) Upon deletion of your PayMe Card, whether by you or by us, you will not be able to use it to make any payments from your Mobile Wallet.

10. Other things we want you to know

- (a) These Terms and Conditions shall not create or give rise to any third party rights. The application of any legislation conferring third party rights (including the Contracts (Rights of Third Parties) Ordinance) is expressly excluded.
- (b) We reserve the right to vary or cancel these Terms and Conditions at any time without prior notice.
- (c) In the event of any dispute, our decision shall be final and conclusive.
- (d) In the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version will prevail.
- (e) If you have any questions or complaints about your PayMe Card, please refer to the Contact Us section on the PayMe App Settings for details on how to contact us. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.
- (f) We hope that we can always resolve issues ourselves but if we do ever need a court to settle a dispute between us, the laws of Hong Kong will apply to the interpretation of these Terms and Conditions and the dispute will be dealt with in the courts of Hong Kong. You'll be responsible for any reasonable amounts we spend in order to defend or exercise our rights against you. You must repay these to us as soon as possible when we ask.