

**Terms and Conditions for using Chong Hing Visa Card through
Visa Click to Pay**

1. Application

- 1.1 These terms and conditions ("Terms") apply to your use of your Chong Hing Visa Card with Chong Hing Bank Limited ("Bank") through Visa Click to Pay and you agree to these Terms once your Chong Hing Visa Card is registered and added thereto the use of Visa Click to Pay.
- 1.2 These Terms supplement the [Credit Card Cardholder Agreement](#) of the Bank, and together with the [Credit Card Cardholder Agreement](#), govern your Chong Hing Visa Card. You must read these Terms along with the Bank's [Credit Card Cardholder Agreement](#), [Internet Banking Services Terms & Conditions](#), [Mobile Banking Services Terms & Conditions](#), [Personal Information Collection Statement](#), [Privacy Policy](#) and any other Terms and Conditions applicable to you ("Other Terms") which the Bank may provide to you from time to time. These Terms are in addition to any such Other Terms, and any transactions with your Chong Hing Visa Card through Visa Click to Pay remains subject to any such Other Terms (as applicable).
- 1.3 If there is any inconsistency between the provisions of these Terms and the provisions of Other Terms, the provisions of these Terms shall prevail for the purpose of the use of Chong Hing Visa Card through Visa Click to Pay.
- 1.4 You also agree to the Visa Solution Terms of Service ("[Visa Checkout Terms of Service](#)") from Visa U.S.A. Inc. ("Visa"), and its privacy policy. The Bank has no control over and shall not be responsible for Visa's decisions to change its Visa Solution Terms of Service or privacy policy from time to time.

2. Definitions

For the purposes of these Terms, unless the context otherwise requires, the following word(s) and expression(s) shall have the meaning(s) below:

"**Security Details**" has the meaning given to it in Clause 4.1.

"**Visa**" has the meaning given to it in [Visa Checkout Terms of Service](#)

"**Visa Click to Pay**" has the meaning given to it in [Visa Checkout Terms of Service](#)

Any term not defined in these Terms has the meaning given to that term in the [Credit Card Cardholder Agreement](#).

3. Use your Chong Hing Visa Card through Visa Click to Pay

- 3.1 In order to use your Chong Hing Visa Card through Visa Click to Pay on your device,

you must:

- (a) have internet connection, compatible telecommunication equipment and a broadband service/ a mobile phone service plan (if applicable); and
 - (b) follow the Bank's requirements to register and add your Chong Hing Visa Card to Visa Click to Pay and comply with the eligibility and verification requirements set out in the Bank's respective terms and conditions of Chong Hing Internet Banking or Mobile Banking Services.
- 3.2 The use of your Chong Hing Visa Card is also subject to other terms and conditions of the relevant payment network (such as Visa), if applicable.
- 3.3 The Bank reserves the right to decline your request to add or use your Chong Hing Visa Card in Visa Click to Pay at its sole discretion without the need to give any reason.
- 3.4 Visa may also limit the number of cards that you may store under the Visa Click to Pay account from time to time. The Bank has no control over or responsibility for such limitations.
- 3.5 The Bank has the right to specify or vary limits relating to the use of your Chong Hing Visa Card through Visa Click to Pay at any time without prior notice or giving any reason.
- 3.6 Your Chong Hing Visa Card added with Visa Click to Pay may be used:
- (a) to make transactions with online merchants that accept Visa Click to Pay; or
 - (b) to make payments for in-app transactions that accept Visa Click to Pay.
- 3.7 Your physical Chong Hing Visa Card, virtual Chong Hing Visa Card, and Chong Hing Visa Card used through a digital wallet / Visa Click to Pay constitute one and the same Bank Card and share the same Card Account. All transactions with your Chong Hing Visa Card through a digital wallet / Visa Click to Pay will be recorded in your Card Account statement covering the relevant period. There will not be a separate statement for transactions on your Chong Hing Visa Card used with a digital wallet / Visa Click to Pay.
- 3.8 The Bank does not impose any additional fees for using your Chong Hing Visa Card through Visa Click to Pay. However, you are solely responsible for all fees and charges imposed by third parties (such as your telecommunications provider and/or Visa) for your use of Visa Click to Pay. For the avoidance of doubt, all such applicable interest, fees and charges that apply to your Chong Hing Visa Card (if any) will be applicable to your use of your Chong Hing Visa Card through Visa Click to Pay for which you shall be liable.
- 3.9 Subject to applicable legal and regulatory requirements and applicable terms and conditions, the Bank may at any time without notice:

- (a) terminate your use of your Chong Hing Visa Card through Visa Click to Pay;
 - (b) modify or suspend the types or amounts of transactions you are allowed to use with your Chong Hing Visa Card through Visa Click to Pay; and/or
 - (c) change the authentication process for use of your Chong Hing Visa Card through Visa Click to Pay.
- 3.10 If the Bank has cancelled, de-activated or suspended your Chong Hing Visa Card (whether pursuant to your request or otherwise), the Bank will also disable your use of your Chong Hing Visa Card through Visa Click to Pay. Even if your Chong Hing Visa Card is still displayed in your Visa Click to Pay Account, the relevant features may still be disabled.

4. Your responsibilities and liabilities

4.1 You are responsible for:

- (a) keeping your email account, password, PIN and/or your biometric information (such as your fingerprint) required to access Visa Click to Pay (collectively the “**Security Details**”) confidential;
- (b) taking reasonable precautions to keep your Chong Hing Visa Card details (including the Card number, Cardholder name, Card security code (CVV) and expiry date) safe and preventing loss, theft or fraudulent use of them; and
- (c) preventing fraudulent or unauthorised use of your Chong Hing Visa Card through Visa Click to Pay.

You shall comply with the security advice the Bank will provide you from time to time.

4.2 You shall take the following measures to protect your Security Details:

- (a) destroy all original printed copy of the personal identification numbers (“PIN”) ;
- (b) understand the risks associated with the adoption of biometric or identification credentials, soft token or device binding as one of the Security Details used for initiating relevant transactions (e.g. contactless mobile payment) and the relevant protection measures to secure the devices and Security Details;
- (c) do not keep your Security Details together with your Card in the same place;
- (d) do not write your Security Details on your Card;

- (e) do not write down or record your Security Details without disguising it.
- (f) notify the Bank as soon as practicable after you identify unusual or suspicious transactions on your Chong Hing Visa Card;
- (g) ensure your contact details registered with the Bank for the purpose of receiving important notifications from the Bank (for example, SMS and email notifications for online payments) are up-to-date to allow the relevant notifications to be delivered to you on a timely basis;
- (h) do not use your identity card number, telephone number, date of birth, driving license number or popular number sequences (such as 123456) when choosing your PIN;
- (i) ensure you read and follow any security guidelines and terms and conditions that Visa and the Bank may issue from time to time; and
- (j) do not allow anyone to use your Security Details or disclose them to anyone.

4.3 You must report to the Bank immediately if you know or suspect that:

- (a) Visa Click to Pay account to which your Chong Hing Visa Card is added has been lost, stolen or tampered with;
- (b) someone else knows your Security Details; and / or
- (c) there has been unauthorised access to your Security Details or Chong Hing Visa Card in Visa Click to Pay.

4.4 You must remove your Chong Hing Visa Card Security Details for Visa Click to Pay before you dispose of your device or pass your device (whether temporarily or not) to someone else.

4.5 Unless the Chong Hing Visa [Card Credit Card Cardholder Agreement](#) expressly provide otherwise, you are liable for all instructions or transactions effected on your Chong Hing Visa Card through Visa Click to Pay regardless of whether or not the transaction was authorised by you. All such instructions and transactions are irrevocable and binding on you.

4.6 You acknowledge that fraudulent or unauthorised transactions may be carried out through Visa Click to Pay and accept all risks associated with such transactions.

4.7 Without prejudice to anything stated in this Clause 4, your liability for disputed transactions on your Chong Hing Visa Card through Visa Click to Pay effected after such loss of your device or Chong Hing Visa Card, theft (including loss of your device or Chong Hing Visa Card or theft of your device or Chong Hing Visa Card), unauthorised use or disclosure is as set out in the Other Terms, and including

without limitation the Chong Hing Visa Card Credit Card Cardholder Agreement.

5. Privacy and notifications

- 5.1 Unless restricted by Applicable Regulations, you agree that the Bank may from time to time collect, disclose, process, store and use technical, transactional, location, other general or personal information, materials and data (collectively the "Information") relating to you and your use of your Chong Hing Visa Card through VisaClick to Pay, including any Information communicated to the Bank relating to your use of your Chong Hing Visa Card and/or Visa Click to Pay.
- 5.2 You further agree that the Bank may use and disclose the Information for such purposes and to such persons as may be in accordance with the Bank's [Privacy Policy](#), including to:
- (a) Visa and Visa Click to Pay's sub-contractors, agents and affiliates and where required, their regulators and authorities; and
 - (b) the relevant payment network stated on your Chong Hing Visa Card and the payment network's sub-contractors, agents and affiliates and where required, their regulators and authorities.
- 5.3 You may be providing the Information including your personal data to Visa by registering, adding, storing and using your Chong Hing Visa Card through Visa Click to Pay. The Bank has no control of the privacy and security of your personal data and Information provided by you to Visa, which is governed by Visa Checkout Terms of Service and their privacy policy.
- 5.4 The Bank will also make certain account information relating to the added Chong Hing Visa Card available for display on Visa Click to Pay, and this may include your Information and data related to the Bank.
- 5.5 Notification messages will be sent to you by the Bank from time to time as the Bank deems necessary, for example, services notifications or alerting you as to any security or precautionary measures. You agrees to stay informed by paying attention to such notifications by the Bank.

6. Suspension, removing and updating of your Chong Hing Visa Card and/or personal information in Visa Click to Pay

- 6.1 You may suspend or remove your Chong Hing Visa Card from Visa Click to Pay Account by following the ways set out in Chong Hing Internet Banking or Mobile Banking. After your Chong Hing Visa Card is suspended from your Visa Click to Pay Account, you may reactivate it via the relevant registration page in the Bank's Internet and Mobile Banking if you wish to use the Chong Hing Visa Card again through Visa Click to Pay. Once your Chong Hing Visa Card is removed from your Visa Click to Pay Account, you will have to register again.

- 6.2 If you suspend or remove your Chong Hing Visa Card from Visa Click to Pay, you may continue to use your Chong Hing Visa Card for transactions and purchases other than through Visa Click to Pay, provided your Chong Hing Visa Card has not expired, or been cancelled or suspended.
- 6.3 Where your Chong Hing Visa Card is replaced, or the Bank issues you a new Chong Hing Visa Card, you shall have to manage and update your Chong Hing Visa Credit Card information to Visa Click to Pay through the service of Chong Hing Internet Banking or Mobile Banking. Your Chong Hing Visa Card may also be removed from Visa Click to Pay as required by Visa – please review and note Visa’s [VisaCheckout Terms of Service](#) for the circumstances in which this might occur.
- 6.4 To protect your data security, from time to time you may be requested to authenticate your identity in Visa Click to Pay (for example, when updating your personal information). If you do not do so upon such request, you will not be able to use your Chong Hing Visa Card for any purchase through Visa Click to Pay.

7. Limitation of our liability and indemnity

- 7.1 You acknowledge and accept that Visa Click to Pay is provided to you by Visa but not the Bank. You agree that the Bank is not responsible for providing Visa Click to Pay service to you. The Bank has no control over Visa Click to Pay on your device or your device itself. The Bank is therefore not responsible or liable in any way for any failure of Visa Click to Pay, your inability to use Visa Click to Pay for any transactions or use of Visa Click to Pay including the consequences thereof. The Bank is also not responsible for the performance or non-performance by Visa Click to Pay or any third parties that may impact your use of Visa Click to Pay. The Bank is not responsible for any loss, damages, cost, expenses, liabilities, demands, claims, actions or legal proceedings that you may suffer or incur in relation to your use or inability to use your Chong Hing Visa Card through Visa Click to Pay.
- 7.2 To the extent the Applicable Regulations permit, you will indemnify and reimburse the Bank for all loss, damages, cost, expenses, liabilities, demands, investigations, actions, proceedings and claims which may be brought by or against the Bank, and for all the Bank’s losses, damages, all reasonable costs and expenses which the Bank may incur or suffer, arising from or in connection with (a) your registration for, use of and actions regarding the Visa Click to Pay service through Chong Hing Internet Banking and Mobile Banking; and (b) the addition of Visa Click to Pay to and use of your Chong Hing Visa Card, including but without limitation, enforcement by the Bank of these Terms, Card Agreement and/ or Other Terms unless due to and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from the fraud, negligence or wilful default by the Bank .