

## **PayKool Visa Platinum Card - Terms and Conditions for the Use of the Website and PayKool Mobile App**

("PayKool Visa Platinum Card") is issued by K Cash Limited

Please read the following terms and conditions before using any of the Services, browsing the Website and using the Mobile Application. This document is a legally binding agreement between you and K Cash Limited ("K Cash") which sets out the terms and conditions for the use of the Website and Mobile App. If you use the Services, browse the Website and use the Mobile Application or any part thereof, you will be deemed to have agreed to these terms and conditions. If you do not accept these terms and conditions, please do not use the Services, browse the Website or use the Mobile Application or any part thereof. If you continue to use the Services, browse the Website and use the Mobile Application after these Terms and Conditions have been amended, you will be deemed to have agreed to the revised Terms and Conditions.

### **1. Definitions in these Terms and Conditions**

"Company" means K Cash Limited.

"Services" means browsing the Website or using the Mobile Application and using the services provided by the Company through the Website and/or Mobile Application.

"Website" means the website owned and operated by or for the Company, including <https://paykool.hk> (including desktop and mobile versions) and/or such other websites as may be operated and maintained by the Company from time to time.

"Mobile Application" means the mobile application named "PayKool", including Apple iOS and Google Play versions, and such other mobile applications and versions as may be introduced, operated and maintained by the Company from time to time.

"Terms and Conditions" means these Terms and Conditions, the Company's Privacy Policy, Personal Information Collection Statement and Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data (the "Code").

"Users" means visitors who browse the Website and users of the Mobile Application through the use of electronic devices (including but not limited to computers and mobile phones) ("Electronic Devices"), including borrowers who have entered into or confirmed a loan agreement with the Company through the Website or the Mobile Application and/or users who have entered into a credit card holder contract with the Company and hold a credit card issued by the Company.

## 2. Provision of products and services

- a. The website and mobile app provide one-stop loan and/or credit card services, as well as the latest marketing and promotional information to help users manage their accounts. Users can search for "PayKool" in the online app stores (Google Play and Apple Store) to download the mobile app for free. If you find any program suspicious, do not download or log in, and stop immediately.
- b. the Company provides services in jurisdictions where the Company may lawfully and timely provide such services under the Hong Kong Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) and/or Visa Card Company and/or its subsidiaries, holding companies, associated companies, subsidiaries or branches,
- c. The information on our website and mobile application is not intended to be directed to persons located in or residing outside the jurisdiction of Hong Kong. You must understand and comply with all relevant laws, terms, conditions and restrictions by accessing the Website and using the Mobile Application.
- d. The Services are provided at the discretion of the Company and are subject to the individual terms and conditions under which the Services are provided, and the Company may withdraw or amend the Services at any time without prior notice.
- e. Any Loan Agreement and/or Credit Card Cardholder Agreement entered into between the User and the Company through the Website and/or Mobile Application shall be conclusively deemed to have been entered into within Hong Kong. The Company reserves the right to make the final decision on the eligibility of any person to apply to a particular service.

## 3. Trademarks and Copyrights

- a. The Company owns the copyright in all contents of the website and/or mobile application, including but not limited to text, graphics, links and sounds. Such content may never be modified, reproduced, stored in any accessible form, transmitted (in any form or by any means), reproduced, distributed, used to create derivative works or used in any other way for any purpose without the prior written consent of the Company.
- b. The content and information contained in the Website and/or Mobile Application, as well as the content and information delivered to the User in connection with the use of the Website and/or Mobile Application, are the property of the Company and, any other third party, as applicable. The trademarks, trade names and logos used and displayed on the Website and/or Mobile Application ("Trade Marks"), including registered and unregistered Trade Marks of the Company and other third parties. Nothing contained in the Website and/or Mobile Application should be construed as granting any license or right to use any of the trademarks displayed. The Company retains all property rights in the Website and/or Mobile Application.

- c. Except as restricted by applicable law, in connection with any information or material submitted to the Company by the User in connection with the User's use of the Website and/or Mobile Application, the User hereby grants the Company a royalty-free perpetual licence to use the copyright and intellectual property rights in such information or material for any purpose it deems necessary, including but not limited to reproduction, transmission, distribution and publication of such information or material.
- d. You also agree that the Company shall not be under any obligation of confidentiality or liability for any information or materials submitted to the Company by the User in connection with the use of the Website and/or the Mobile Application, unless otherwise agreed in a separate contract directly entered into between the User and the Company, or as otherwise required by law.

#### 4. Security Warning

- a. We recommend that you avoid browsing the website or using mobile applications through public or passwordless wireless networks (i.e. Wi-Fi). Especially when dealing with financial transactions, use a well-configured and reliable network connection.
- b. Turn off any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC) or payment programs when you are not using them. When using Wi-Fi, choose an encrypted network and remove any unnecessary Wi-Fi connection settings.
- c. Please do not connect your electronic device to any computer suspected of being infected by a virus, and you are advised to install anti-virus software and set up a firewall on your electronic device. To avoid any potential security breaches, do not use the mobile app on jailbroken iPhones or rooted Android phones or any device where the factory system settings have been informally modified. Users can download secure apps or software as appropriate. The Company reserves the right to deny access to the Website and Mobile Applications to the Website and Mobile Applications through electronic devices that have been compromised, have been granted the highest administrative rights of the system, or have been informally modified by the Factory's system settings.
- d. The Company recommends that users turn on the screen auto-lock function of their electronic devices. Don't use easy-to-guess profiles, numbers, or words as passwords, and avoid using passwords that are the same as other web services that users have used or browsed. Don't share your username or password, and don't allow others to access or use your username and password. Do not leave electronic devices unattended. After using your browser to browse the web and using the mobile app, turn it off. For security reasons, some of the features of the Website and/or Mobile Application may be turned off or accounts may be cancelled after 15 minutes of inactivity.

- e. If the User suspects that the User's username or password has been disclosed to another person, stolen or an unauthorized transaction has been made, it is the User's responsibility to notify the Company and any relevant parties immediately, otherwise the User remains liable for all transactions.
- f. Please download and install updates and fixes to the mobile app and other mobile applications, operating systems and browsers regularly.
- g. The Company uses encryption technology to ensure the security of user data and files transmitted through the website and mobile applications. To protect privacy and assets, users should not disclose their account numbers, usernames, and passwords to anyone, and should avoid sharing electronic devices. In addition, users are reminded not to access the website or mobile application through hyperlinks contained in emails. The Company will never ask users to provide their account numbers, passwords or any personal information via email.
- h. The use of the website and mobile application may involve risks, including loss of or damage to the user's data or electronic equipment (including its settings), interception, interference or variation in the transmission of instructions or messages, and unauthorized use of passwords due to the automatic password-saving function of certain electronic devices. The Company is not responsible for any such risks.
- i. As a responsible user, you should comply with the terms of use of the mobile application and do not upload any or indecent photos as personal images, as this may violate the terms of use and may result in the suspension or deletion of your account.

## 5. Use and Disclosure of Personal Data

- a. Unless restricted by applicable law, the User agrees that any and all personal information/data collected by the Company from time to time through the Website and/or Mobile Application may be subject to the Company's Privacy Policy and Personal Information Collection Statement (please refer to the Company's Website and/or Mobile Application for details ).
- b. When a user visits a website or mobile application, the Company will record the number of visitors to the website and general usage patterns. Some of this information will be collected through the use of cookies.
- c. "Cookies" are small pieces of information that are sent by a web server to a browser, which are stored on your computer's hard drive so that they can be read by the web server at a later time, and do not collect any information that identifies the user. This helps the website or mobile application to retain information about the user's use of the website, to enable the Company to provide more useful features to the user, to tailor content on the website and mobile application to be more relevant to the user's interests, and, where applicable, to provide promotional content and direct marketing to the user according to the user's usage patterns. Cookies are also useful in monitoring

the efficiency of a website or mobile application, tracking aggregate metrics such as total visitors, traffic and user structure, troubleshooting website issues, enhancing security, and may restrict for security reasons. The Company has access to the information recorded by cookies to record how users use this website and mobile application.

- d. Cookies are designed to be read only by the websites and mobile applications that provide them, but they cannot be used to obtain the user's hard drive information, email address or collect sensitive information from the user.
- e. We also work with third parties, including Google, Yahoo, Facebook and DoubleClick, to conduct research on the use and activity of our websites and mobile applications. They use technologies such as "Cookies", "Spotlight" and "Web Beacons" to collect information for research. Through these technologies, they use the information they collect (i) to obtain information about users of the website or mobile application, including their user structure, behaviour and usage patterns, (ii) to make more accurate reporting, and (iii) to help improve the effectiveness of our marketing campaigns. The information they collect is processed and shared with us, but neither Google, Yahoo, Facebook nor DoubleClick collects or shares any information that can identify users in the course of conducting such research.
- f. Most browsers accept cookies by default. The user can set the browser to disable cookies or to notify the user when cookies are used, if the user deems it necessary. If the user sets the browser to disable "cookies", the user may not be able to enjoy the financial products and services provided by the Company online. By accepting the use of cookies, the user acknowledges that his or her data will be collected, stored, retrieved and used as described above.
- g. For more information on the use and collection of "cookies" and opt-out procedures, users can visit the following websites:
  - Google  
<https://policies.google.com/technologies/cookies?hl=en-US>
  - Yahoo  
<http://privacy.yahoo.com/privacy/us/pixels/details.html>
  - Facebook  
[https://www.facebook.com/legal/FB\\_Work\\_Cookies](https://www.facebook.com/legal/FB_Work_Cookies)
  - DoubleClick  
<http://www.doubleclick.net>
- h. If the user's electronic device has an SD memory card or other storage device, the Company may use these storage devices to store and access encrypted

application data for the purpose of running the website and/or mobile application. If you do not allow us to use the information in the manner described above, you may change the settings of your electronic device or delete the mobile application at any time. In this case, the User will not be able to use the Website and/or Mobile Application.

**6. Hyperlinks to other websites**

- a. In some cases, the Company may provide hyperlinks to other locations or websites through the Website and/or Mobile Application. These hyperlinks link to websites published or operated by third parties who are not affiliated or affiliated with the Company. These hyperlinks are included in the website and/or mobile application for the purpose of facilitating the user experience and for informational purposes only. The Company endeavours to select reputable websites and sources of information that are convenient for users to access relevant information.
- b. The Company provides hyperlinks but shall not be construed as agreeing, recommending, appropriating, guaranteeing or introducing any third parties or the services/products provided by such third parties on their websites, or in any form of cooperation with such third parties and websites.
- c. The Company shall not be responsible in any way for the content of the hyperlinks. The use of these hyperlinks is at the User's own risk and the Company shall not be liable for any damage or loss incurred or suffered by or in connection with the User's use of the hyperlink. The Company is not a party to any contractual arrangements entered into between the user and the provider of the external website. The Company has not investigated, verified, monitored or endorsed the contents, accuracy, opinions expressed and other links provided in these resources.
- d. Hyperlinks to other websites, where they contain downloadable software, are provided solely as a convenience to the user. The Company shall not be liable for any difficulties encountered by the User in downloading the Software or for any consequences of downloading. The use of any software downloaded from the Internet may be governed by a license agreement for which the Company shall not be liable in any way if the user fails to comply with the terms of the said license agreement which may result in the infringement of the intellectual property rights of the relevant software provider.
- e. When a user clicks on a hyperlink and leaves the website and/or mobile application, the user is subject to the terms of use and privacy policies of the other website to be visited.

- 7.** The Company may provide hyperlinks to the websites of the same group companies on the Website and/or Mobile Application for the convenience of users. These linked websites may have different terms and conditions of use, so users should check and read the applicable terms and conditions before

using these linked websites. Hyperlinks to this website from external websites

- a. The User must obtain the prior written approval of the Company before establishing a hyperlink to the Company's website in any form on the website of a third party. The Company has the absolute discretion to approve the establishment of a hyperlink. Under normal circumstances, the Company will only approve hyperlinks that clearly display the Company's name or website address. Except in very exceptional circumstances, the Company will not approve the use or display of our logos, trade names and trademarks by hyperlink by third parties for a fee at the Company's absolute discretion.
- b. The Company is not responsible for the establishment of hyperlinks from third-party websites to the Company's website. Any hyperlink so established shall not constitute any form of co-operation between the Company and the third party website or an endorsement by the Company of such third party website. Any hyperlink to this website must be active and direct at all times and link directly to the home page of this website only and must not "frame" or "deep-link" this website or its contents.
- c. The Company shall not be liable for any loss or damage incurred or suffered by the User or any third party as a result of such hyperlinks. The Company reserves the right to exercise its absolute discretion to cancel any approval granted and/or request the removal of any such link at any time without prior notice or compensation.

#### **8. No warranties**

- a. Whilst the Company has taken the utmost care in preparing the information and materials contained in the Website and Mobile Application, such information and materials are provided to users on an "as is" basis without warranty of any kind, either express or implied (including but not limited to merchantability, title, fitness for a particular purpose, freedom from computer virus, non-infringement of third party rights, compatibility, security, accuracy and completeness) and may be changed and withdrawn at any time without prior notice.
- b. The information and materials contained in the Website and Mobile Application may be provided or obtained from third party sources that the Company believes to be reliable. The Company has not verified and does not warrant the accuracy, completeness or accuracy of the above information and materials or makes such representations. Economic, statistical, financial and valuation data are presented in approximated, summarised or simplified form and are subject to change at any time without notice.
- c. Users should be aware that there will be a time delay in any information contained on the website and mobile application regarding rates, indexes,

values and property valuations. The Company endeavours to ensure but does not guarantee the accuracy and reliability of the information provided and accepts no liability (whether in tort, contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

- d. The information and materials contained in the website or mobile application should not be regarded as an offer or solicitation to sell, subscribe or provide any advice or advice to any person. The above information and materials are not intended to be relied upon by users to make any decisions. Users should consult their own professional advisors before making any financial decisions or using the Services.

## 9. Limitation of Liability and Exclusion of Liability

- a. To the fullest extent permitted by law:-
  - i. If any person suffers any direct, indirect, consequential, special or incidental damages directly or indirectly as a result of or reliance on any information or materials contained in any website owned and/or operated by any third party not connected or related to the Company (including but not limited to the webpage of property valuation) through reference materials or hyperlinks, bookmark suggestions or other means, through reference materials or hyperlinks, bookmark suggestions or other means of the Website and/or Mobile Application, The Company is also excluded from all liability for any loss or expense, whether or not caused by negligence, and in all such cases, whether or not the Company has been advised of the possibility of damage, loss or expense. The inclusion of a hyperlink does not imply endorsement by the Company of any information or materials contained in the linked website.
  - ii. The Company accepts no responsibility for any errors, omissions or inaccuracies in the information and materials contained in the Website, Mobile Application and hyperlinks, nor for any loss or damage whatsoever arising from any party's use of or reliance on, or inability to use, or operation of, any error, interruption, delay or incomplete transmission, no encryption during transmission or failure to encrypt (including downloading or uploading data), non-receipt or only partial receipt of transmission, transmission blackout, delay in transmission, The Company shall not be liable in any way for direct, indirect, special, incidental or consequential damages arising out of line or system failures or computer viruses.
  - iii. The Company shall neither accept any liability for any loss or damage (whether direct or indirect) (including special, incidental or consequential loss or damage), including, without limitation, any defects, errors, defects, malfunctions, negligence of the Website and



the Mobile App, its content or associated services caused by any viruses, Trojan horses, worms, software bombs or similar items or programs in any way or in connection with the use of the Website and/or the download or installation of the Mobile App, failure or inaccuracy in each case, the occurrence of the above events is beyond the reasonable control of the Company.

- iv. In no event shall the Company be liable for any performance, system, server or connection failures, errors, omissions, interruptions, security breaches, viruses, malicious codes, garbled characters or data errors, delays in operation or transmission, non-receipt or partial receipt of transmissions, or errors in transmission or transmission, even if the Company has been advised of the possibility of any of the following.
- b. The use of the service is at the user's own risk. The Company does not represent or warrant that no viruses or other properties of a destructive nature may be transmitted to your electronic device or that your electronic device will not be damaged. It is the User's sole responsibility to set up adequate protection, back up data and/or equipment, and to take reasonable and appropriate precautions to scan for viruses or other destructive properties and to prevent, safeguard and ensure that no viruses enter the User's electronic device. The Company does not guarantee the accuracy, functionality, or performance of any third-party software that may be used in conjunction with or as a result of the use of the Services.
- c. The use of the Services will be accompanied by the use of SMS and/or push notifications and/or email (if applicable). The use of the Services, SMS and/or push notifications and/or emails will involve the use of Internet data and the User shall be responsible for any Internet data charges, including all cross-network, roaming and/or data roaming charges. Keeping GPS in the background can drastically reduce battery life.

#### **10. Indemnity**

The User hereby agrees to indemnify and hold the Company fully and effectively indemnified against any actions, liabilities, costs, claims, losses, damages, proceedings or expenses (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by the Company directly or indirectly in connection with:

- a. The User browses and/or uses the Website and/or Mobile Application, and/or any other person or entity who is able to use the Service or the Website and/or Mobile Application using the User's username and/or password;
- b. The User or any other person or entity breaches or fails to comply with

any of these Terms and Conditions and such person or entity is able to use the User's username and/or password to use the Services or the Website and/or Mobile Application.

**11. Revising of information**

The Company reserves the right, at its sole discretion, to change any information or materials on the Website and/or Mobile Application, and the Terms and Conditions of Use of the Website and/or Mobile Application without prior warning or notice. Please review these Terms and Conditions regularly

The Company may terminate the User's access to the Website and/or the Mobile Application at any time without notice to the User, with or without cause.

**12. Other**

- a. The User acknowledges that these Terms and Conditions shall not limit any of the specific provisions set out in the individual terms and conditions of the Website and/or Mobile Application or any particular products and services offered through the Website and/or Mobile Application
- b. These terms and conditions are in addition to the terms of the Loan Agreement and/or Credit Card Cardholder Agreement entered into between the Company and the User.

**13. Jurisdiction and Choice of Law**

- a. The Company operates and maintains its services in Hong Kong. The services provided through the Website and the Mobile Application and all contracts entered into under the Website and the Mobile Application shall be conclusively deemed to be provided and entered into within Hong Kong, notwithstanding that the Website and the Mobile Application may be accessed or used outside Hong Kong. The Company is deemed to be operating the Website and Mobile Application in Hong Kong and the operation of the Website and Mobile Application is governed by the laws of Hong Kong.
- b. The Company makes no representation as to the appropriateness or permission of the information and materials contained in the Website and Mobile Application for use in jurisdictions outside Hong Kong. These terms and conditions are governed by the laws of Hong Kong and the User agrees that any dispute shall be subject to the non-exclusive jurisdiction of the Hong Kong courts.

**14. Beware of misrepresenting the Company's staff for the sale of credit and/or credit card products**

- a. Users should be cautious when receiving service and/or product promotion calls purporting to be employees of the Company. The Company's policy is:
  - i. The company's staff receive professional customer service training and product knowledge training, and serve customers and potential customers with a sincere attitude;
  - ii. The Company's staff will never require the Client and/or potential client to make a deposit into the designated personal or corporate account during the application process for credit and/or credit card services to facilitate the application process;
  - iii. Even if a potential customer does not meet the Company's loan and/or credit card application requirements, the Company will never refer the customer to another company without the customer's consent;
  - iv. All marketing calls of the Company are made directly by the Company's Customer Service Officers, branch or departmental salespersons or through authorized sales agents (collectively referred to as "Sales Officers") and the calls made by them are shown by the caller number;
  - v. All sales officers have a staff number. They are willing and requested to provide their staff number, branch, department or authorized business agent and their contact number.
- b. If customers or potential customers receive or have any suspicion of receiving suspected telemarketing purporting to be from the Company and/or our staff, please call our Customer Service Hotline at (852) 23111 611.

The Chinese version of these Terms shall prevail. If there is any conflict between the different language versions of these Terms in the future, the Chinese version shall prevail.

Effective Date: February 2024