

Terms and Conditions for the Use of Mobile Payment Services by PayKool Visa Platinum Card
("PayKool Visa Platinum Card") is issued by K Cash Limited

Important: Please read these Terms and Conditions and the Credit Card Terms carefully before saving your PayKool Credit Card and using PayKool Mobile Payment Services. By storing your PayKool Credit Card and using PayKool Mobile Payment Services, you are deemed to have accepted and been bound by these Terms and Conditions and the Credit Card Terms.

If you do not accept these Terms and Conditions, please do not register, join, link up or use your PayKool Credit Card through the Mobile Payment Services.

Capitalized terms in these Terms and Conditions have the following meanings:

In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:

- i. "Account" means each Hong Kong Credit Card account linked by a Credit Card;
- ii. "Credit Card" (as the case may be) means an Eligible Credit Card issued by the Card Issuer or a Credit Card linked to the Account;
- iii. "Card Issuer", "Company" means K Cash Limited;
- iv. "Device Password" means the security details specified by you for the use of the Credit Card or Eligible Device and Payment, including all personal identification numbers, passwords, codes, fingerprint recognition, facial recognition or other biometric or personal identification information;
- v. "Equipment Supplier" means a supplier of Qualified Equipment;
- vi. "Eligible Device" means a device (including but not limited to a smartphone, tablet, smart watch or any other wearable device) which has a digital or e-wallet or other function and is designated by the Mobile Payment Service Provider from time to time as suitable for the provision of Mobile Payment Services;
- vii. "Mobile Payment Service" means the service provided by the Mobile Payment Service Provider from time to time to enable the Credit Card stored in the Eligible Device to make contactless payments, including but not limited to the payment functions supported by the Mobile App, the addition of the Credit Card function and the transaction records displayed;
- viii. "Mobile Payment Service Provider" means a mobile payment service provider designated by the Company from time to time.

The use of Mobile Payment Services is at your sole discretion. You are under no obligation to use your credit card for the Mobile Payment Services.

These Terms and Conditions are a legally binding agreement between you, the Card Issuer and K Cash Limited (acting on behalf of the Card Issuer) (collectively or individually, the "Company" as the subject of these Terms and Conditions, as applicable) in relation to your access to or use of the Credit Card through the Mobile Payment Services.

Your use of your credit card to purchase goods and services through the Mobile Payment Services will be subject to these Terms and Conditions and such other applicable terms and conditions as may be established between you and the Company in respect of each account.

You acknowledge and understand the applicable terms and conditions between you and the Card Issuer in relation to your credit card and/or account, including but not limited to

- (a) the Credit Card Cardholder Agreement;
- (b) The Privacy Policy (collectively, the "Relevant Terms") applies to the use of Mobile Payment Services.

You also acknowledge and understand that the use of the Mobile Payment Service and the Eligible Device is subject to the relevant terms and conditions of the Mobile Payment Service Provider and the Device Provider respectively, and that such terms and conditions shall not affect or override these Terms and Conditions. Any dispute or matter arising from the use of the Mobile Payment Service or the Eligible Device should be resolved directly with the relevant Mobile Payment Service Provider or Device Provider. The Company is not responsible for any Mobile Payment Services or any Eligible Equipment provided by the Mobile Payment Service Provider or Device Provider.

1. Eligibility

Cardholders can purchase goods and services through the Mobile Payment Service and accept the Mobile Payment Service

- (1) Near Field Communication ("NFC") enabled merchants;
- (2) Online stores (whether within the App or through the Website) using an eligible device as a form of payment. The Mobile Payment Service allows you to authorise and use your credit card for payment using an eligible device, instead of directly displaying and using your physical credit card. It is your responsibility to register your credit card for the Mobile Payment Service in accordance with the instructions and guidelines provided by the relevant Mobile Payment Service Provider. Before you are entitled to use your credit card through the Mobile Payment Services, you must download the PayKool mobile app (or other mobile application or software owned by us that provides credit card-related services) and follow the instructions to activate your credit card. You may also be asked for additional verification steps, including providing the correct one-time verification code sent via SMS to your registered mobile number. Your Mobile Payment Services credit card registration will be invalid if your credit card is not eligible for the Mobile Payment Services, if the authentication process fails, or if there is a problem with the credit status of your credit card or its related account or if it is determined by the Company to be fraudulent/fraudulent.

The Mobile Payment Service Provider may, from time to time, limit the number of credit cards that may be registered for the use of the Mobile Payment Services on each Eligible Device without the Company's control. If more than one credit card is stored in the Eligible Device, you may be asked by the relevant mobile payment service provider to select one credit card as the default card. Unless you actively select another credit card for the relevant transactions, the Eligible Device will use the default card to conduct all transactions through the Mobile Payment Services.

K Cash reserves the right to limit the number of eligible devices registered with the same credit card from time to time. For details, please refer to the Company's latest communication on these restrictions.

By using your credit card on the Mobile Payment Service, you will be assigned a unique identification number ("Digital Card Number") that is different from your credit card number, which will enable you to make purchases and refunds through the Mobile Payment Service. This digital card number will also be used as the account number of the device. Due to the way mobile payment services work, when you return an item, you may be required to show the merchant the eligible device you used to purchase the item. Your new renewal credit card or replacement credit card due to damage will not affect the use of the credit card registered for mobile payment services with the same card number, regardless of whether the new renewal credit card or the new replacement credit card due to damage has been activated.

Notwithstanding anything to the contrary contained in these Terms and Conditions, K Cash reserves the right to verify whether the Credit Card is eligible for use for the Mobile Payment Service and the decision shall be final. The Company reserves the right to suspend or cancel your registration, activation or use of the Credit Card in the Mobile Payment Services at any time without giving any reason.

2. Use credit cards through mobile payment services

When you use your credit card to purchase goods and services through the Mobile Payment Services, this permission will be subject to the relevant terms and conditions of the credit card. Please read the terms and conditions of your credit card carefully to understand your rights and obligations when purchasing goods and services. You must keep your Eligible Device safe (including ensuring that the Device has not been modified and does not breach the essential performance of the manufacturer's software or hardware) and that a password or other appropriate security code has been successfully set up to enable you to use a credit card connected to the Mobile Payment Service to purchase goods and services.

You must ensure that you do not disclose your PIN or other appropriate security code to any person and take reasonable precautions to prevent theft, loss or fraud of the Eligible Device or any Credit Card connected to the Mobile Payment Services on the Eligible Device. If you need to pass biometric authentication to use

your Eligible Device and Credit Card, you should not store third party biometric authentication, such as fingerprint identification (biometric authentication information), in the Eligible Device. If a third party's biometric authentication is stored in your Eligible Device, whether now or in the future, and the third party's biometric authentication can be used using your Eligible Device and Credit Card, you are deemed to have understood, acknowledged and consented to the third party's access to and use of your Eligible Device and the use of a credit card connected to your Mobile Payment Services to purchase goods and services. Your credit card will be charged to your credit card as usual and you will be responsible for the transaction.

If you use your biometric credentials as your device password for mobile payment services, the Eligible Device will use its technology to collect, store, register and use the device password. Therefore, when you use the Mobile Payment Service and choose to use the technology of the Eligible Device for authentication, the technology of the Eligible Device will be compared and verified with your Device PIN for verification. Accordingly, you acknowledge and understand that the Company has no control over the technology, availability, compatibility, authentication methods, security and integrity of the Eligible Devices and will not be responsible for the affected Mobile Payment Services transactions and transactions authorized with the Device Password. You should assess and consider the method of verification of the Eligible Device and the associated risks.

You may use the Mobile Payment Service at your own discretion and are under no obligation to link any of your credit cards to the Mobile Payment Service. Accordingly, you agree that the use of any credit card connected to the Mobile Payment Services will be deemed to be authorized and you shall be fully responsible for it. You must notify us immediately if your Eligible Device is lost or stolen, your Device PIN is compromised or used, or your credit card is unauthorised through the Mobile Payment Services. If requested by the Company, you shall provide a legally valid statement and/or police report and/or such other information as may be reasonably requested by the Company for your records.

You are responsible for all credit card transactions made through unauthorised Mobile Payment Services. Subject to the foregoing, you are responsible for all transactions made through the Credit Card (whether authorized by you or not) before you notify us of any credit card transaction for a Mobile Payment Service that is not authorized by you. Your liability for unauthorised Mobile Payment Services transactions is capped at HK\$500 per credit card if:

- i. You comply with the provisions of these Terms and Conditions (including but not limited to the Security Precautions) and the relevant terms and conditions and notify the Company in a timely manner;
- ii. you have assisted us in investigating and recovering unauthorised Mobile Payment Services transactions;
- iii. We are satisfied that you did not have any fraud/fraud and/or gross

negligence that caused the unauthorised Mobile Payment Services transaction.

You agree and acknowledge that the transaction records of the relevant Mobile Payment Services displayed on the Eligible Device only reflect the authorized transactions made by the Company for your credit card connection using the Mobile Payment Services through the Eligible Device, but do not reflect any post-authorized transactions ("Transaction Records"), including but not limited to clearing, settlement, foreign currency exchange, refunds, returns or chargebacks.

The purchase amount, currency and other details shown in your transaction record may be different from the final settlement amount on your monthly statement. If there is any discrepancy between the statement of your credit card account and the transaction history, the statement of your credit card account shall prevail and you will be liable for the outstanding amount on the statement.

The Company does not currently charge a fee for the use of credit cards through the Mobile Payment Services, but the Company reserves the right to impose a fee in the future. After registering your credit card for Mobile Friendly Pay service, all interest, fees and charges applicable to your credit card in accordance with the relevant credit card holder agreement will still apply. Your telecommunications operator or service provider may charge fees for internet support, data usage, SMS or other related matters when using the Mobile Payment Service. You are responsible for all related charges.

By using a credit card linked through the Mobile Payment Services, you agree to receive notifications from us, make automated calls or send SMS messages to your Eligible Device, including the phone number of the Eligible Device provided by you. If you withdraw this consent at any time, we may suspend or cancel your credit card connection to the Mobile Payment Services.

If the device is modified in a way that does not comply with the manufacturer's software or hardware guidelines, including loss of control of the hardware or software (commonly known as "jailbreaking"/"jailbreaking")., it will be considered as a non-conforming device. You acknowledge, understand and agree that the use of a modified device to use a credit card connected to the Mobile Payment Services is prohibited and will be a breach of these Terms and Conditions and is one of the grounds on which the Company will refuse your use of the Credit Card through the Mobile Payment Services. Without prejudice to any of the Company's rights under any of the relevant terms, the Company reserves the right to suspend or cancel your credit card connected to the Mobile Payment Services at any time without prior notice.

The Company reserves the right to limit the amount of transactions made on a daily and/or per transaction basis through the Mobile Payment Services. The Company will determine this transaction limit from time to time and notify you.

3. Data Collection and Exchange Authorization

You acknowledge and understand:

- i. mobile payment service providers, and their contractors, agents and affiliates;
- ii. installation suppliers, and their contractors, agents and affiliates;
- iii. Visa, and other network contractors, agents and affiliates of the applicable credit card

will be able to obtain your information when you make credit card transactions at merchants through mobile payment services as follows:

- a. To carry out the following purposes;
- b. display the relevant transaction history;
- c. detect and deal with fraud/fraud;
- d. Comply with relevant laws and regulations;
- e. to respond to court orders, legal reviews or questions from regulatory authorities;
- f. manage, improve and/or promote the use of mobile payment services;
- g. Provide reports on the company's business and/or technical performance.

You acknowledge and understand that the use and disclosure of any personal information by you directly to the Mobile Payment Service Provider, Device Provider, applicable payment network service provider of credit cards, or other third parties supporting the Mobile Payment Service will be governed in accordance with the privacy policies of such companies.

4. Merchant Relationship and Disclaimer

Merchants may offer you discounts, rebates or other offers of mobile payment services (e.g. free delivery) "Offers"). These offers are subject to the relevant terms and conditions between the merchant and you, which are subject to change at any time without prior notice. The Company shall not be liable for any loss or damage incurred by you and the merchant as a result of the interaction between you and the merchants. Subject to applicable laws and relevant terms, all matters, including delivery of goods and services, returns and warranties, are solely the interaction between you and the relevant merchant. You acknowledge and understand that the Company does not endorse or guarantee any merchant that accepts the Mobile Payment Services and the offers it provides.

5. Change of Terms and Conditions of Use and Mobile Payment Services

Subject to applicable laws and regulations, the Company may, at any time:

- (i) terminate your use of the credit card linked to the Mobile Payment Services,
- (ii) modify or suspend the currency or amount of the transaction involved in the

- (iii) use of the credit card linked to the Mobile Payment Service, Change of Credit Card Eligibility for Mobile Payment Services and/or
- (iv) Change the credit card verification process. If we cancel or prohibit your credit card in accordance with the relevant terms, your eligible device will not be able to use the credit card even if the credit card symbol is still displayed on your eligible device.

We may make changes to these Terms and Conditions from time to time and will notify you before the changes are implemented. These Terms and Conditions may be amended by the Company from time to time. You are bound by these Terms and Conditions and please visit [the https://PayKool.hk/](https://PayKool.hk/) and PayKool Apps from time to time for the latest Terms and Conditions.

6. Liability and Guarantee of Use

If you disclose your device PIN to another person, you will be deemed to have authorised that person to place a transaction using the Mobile Payment Service. Any transaction instructions placed by such person using the device password through the Mobile Payment Service will also be deemed to have been authorised by you and you will be fully responsible for such transactions. Such transactions will not be regarded as unauthorised transactions within the meaning of these terms.

7. If you register your credit card with the Mobile Payment Services, it is your responsibility to ensure that:

- i. e-wallets that do not share the Mobile Payment Services with others, meaning that only you can use them;
- ii. You should use the same methods as you would to keep your bank password or PIN safe, including:
 - a. not to share it with others;
 - b. not to store the PIN with the Eligible Device or on anything that can be stolen from the Eligible Device (unless you have exercised reasonable power to ensure its security);
 - c. Do not use easy-to-guess passwords, such as your date of birth or the identifiable part of your name;
 - d. will not fail to protect the security of the device password due to gross negligence;
- iii. You must keep the Eligible Device secure (including locking the Device when not in use or unattended, and updating the Anti-Virus Software for the Device);
- iv. Delete any credit card information stored in the Mobile Payment Service or the Eligible Device before discarding the Eligible Device.

You can call our Credit Card Customer Service Hotline at (852) 23111 611 any time

to suspend or cancel your credit card registered with the Mobile Payment Services.

If any of the following situations occurs, please call our Credit Card Customer Service Hotline at (852) 23111 611 immediately

- i your credit card is connected to the Mobile Payment Service is lost or stolen;
- ii loss or theft of your Mobile Payment Services device;
- iii sudden interruption of the Mobile Services of your Eligible Device without your consent (which may indicate unauthorised use of your Eligible Device and/or credit card connected to the Mobile Payment Service);
- iv you suspect that there is a security breach caused by your Eligible Device or unauthorised persons using your Device PIN, Credit Card PIN or your other credit voucher to log on to the Mobile Payment Services.

8. Intellectual Property

All intellectual property rights, including all patents, trade secrets, copyrights, trademarks and moral rights ("Intellectual Property Rights") in relation to the Mobile Payment Services (including text, images, software, photographs and other images, videos, sounds, trademarks and logos), are owned by the Mobile Payment Service Provider, the Device Provider, the Company, the Company's authorized institutions or third parties. Under these Terms and Conditions, you are not granted any rights in the intellectual property rights owned by the Mobile Payment Service Provider, the Device Provider, the Company, the Company's authorized institutions or third parties. You acknowledge and understand that you do not acquire ownership of any Mobile Payment Services when you register any credit card with the Mobile Payment Services or use the linked credit card with the Mobile Payment Services.

9. Disclaimer

Mobile Payment Services and Eligible Devices are provided by the relevant Mobile Payment Service Providers and Device Providers without any warranty provided by the Company. You acknowledge and agree that your use of the Credit Card through the Mobile Payment Services may be delayed, interrupted or corrupted from time to time due to reasons beyond our control. The Company or its affiliates shall not be liable for any delay, interruption, failure or similar failure.

You acknowledge and understand that we are not involved in the terms and conditions between you and the mobile payment service provider and device

provider. The Company does not own and will not be responsible for the Mobile Payment Services. The Company does not provide any warranty for the Mobile Payment Services and Eligible Devices. The Company shall not be responsible for the performance and operation of the Mobile Payment Services and/or the Eligible Equipment and shall not provide any maintenance or other support services. Accordingly, the Company shall not be liable for any claims, losses, liabilities, damages, costs or expenses in relation to the Mobile Payment Services and/or Eligible Devices, including but not limited to third party product liability claims, claims for the Mobile Payment Services and/or Eligible Devices or claims that the Eligible Installation does not conform to the requirements of any applicable law or regulation, claims arising under the Consumer Ordinance or similar legislation, and claims for infringement of intellectual property rights. Any enquiries or complaints relating to the use of mobile payment services and eligible devices, including complaints relating to intellectual property rights, should be directed to the relevant mobile payment service providers and device providers.

10. Responsible Restrictions

To the extent permitted by applicable law, neither the Company, its contractors, suppliers or authorized institutions (or their respective subsidiaries, agents, directors and employees) shall be liable for any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, punitive, incidental, special, consequential or exemplary damages, arising out of the use, inability to use, or inability to use the Mobile Payment Services, including the use of your credit card connected to the Mobile Payment Services.

To the extent permitted by applicable law, because:

- i. mistakes, errors, or inaccuracies in the content,
- ii. personal injury or property damage or loss of any nature whatsoever arising from the login to or use of the Mobile Payment Services, including the use of your credit card linked to the Mobile Payment Services,
- iii. Interruption of any information sent from or transmitted to the Mobile Payment Service
- iv. any bugs, viruses, Trojan horses or other programs sent from or transmitted to the Mobile Payment Service or third parties,
- v. loss of any errors or omissions arising from the use of the content of information posted, emailed, transmitted or provided by the Mobile Payment Services, and/or
- vi. User Content is defamatory, offensive, or illegal to any third party

Neither the Company, nor any of its contractors, suppliers, or authorized institutions (or their respective subsidiaries, agents, directors and employees) shall be liable.

11. Indemnification

You shall indemnify, defend and hold harmless the Company (and its employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, injuries, judgments, tax assessments, penalties, interest and costs (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or any other proceeding brought by an individual or corporation as follows:

- i. any actual or suspected misrepresentation by you, breach of warranty or obligation under these Terms and Conditions, including any breach of our policies;
- ii. your unlawful or improper use of the Mobile Payment Services, including wilful misrepresentation or fraud;
- iii. your violation of the rights of any third party, including, without limitation, any privacy, right to information or intellectual property rights;
- iv. your violation of any law, rule or regulation of Hong Kong or any other country;
- v. someone else uses your device password to log on or use your Mobile Payment Services;
- vi. any change in laws, regulations or official directives affecting credit cards or mobile payment services, which may be debited to your credit card and/or paid by you on demand.

12. Representations and Undertakings

You represent and warrant to the Company that

- i. The name you register for your credit card with the Mobile Payment Service is your own name and is determined by you;
- ii. You are registered with a credit card owned by you (or you are an additional cardholder) with the Mobile Payment Services;
- iii. You and the orders you authorise must comply with all Hong Kong laws and regulations, including any applicable tax laws and regulations;
- iv. You must have the ability to receive notifications, calls and SMS from us;
- v. You will not use your credit card to engage in any fraudulent activity through the Mobile Payment Services which may interfere with the operation of the Mobile Payment Services;
- vi. You will not authorise a third party to use your credit card linked to the Mobile Payment Services;
- vii. Your use of the credit card linked to the Mobile Payment Services will be subject to these Terms and Conditions.

13. Delete your credit card for mobile payment services

If you no longer wish to use or register your credit card through the Mobile

Payment Services, please follow the instructions of the Mobile Payment Services to remove your credit card from the Mobile Payment Services. Removing your credit card from the Mobile Payment Services will not affect the use of your physical card and may be terminated in accordance with the relevant terms if you choose to terminate your credit card.

14. Severability

If at any time any term or condition of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other terms and conditions shall not be affected in any way.

15. Third Party Rights

No person other than you and the Company can enforce or enjoy the benefit of any term of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

16. Law and Language

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

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

Effective Date: February 2024