

PayKool Visa Platinum Card Registration Account Opening Terms and Conditions (Mobile App Registration)
("PayKool Visa Platinum Card") is issued by K Cash Limited

Please read the following terms and conditions before registering to open an account or use any of the services in the PayKool mobile application (the "App").

The following is a legally binding agreement between the PayKool Visa Platinum Card cardholder and K Cash Limited ("K Cash") setting out the terms and conditions for the use of the App. By registering to open an account or using any of the services of the App, the Cardholder will be deemed to have agreed to these Terms and Conditions, the Credit Card Cardholder Agreement and any other agreement issued by K Cash Limited in relation to the use of the Credit Card and the terms and conditions relating to the use of the App, and any other agreements relating or likely to be in relation to the use of any services provided by the App.

If the cardholder does not accept any of these terms and conditions, he/she is requested not to register to open an account or use any of the services in the app. If the Cardholder continues to use any of the services provided by the App after any changes have been made to these Terms and Conditions, he/she is deemed to have agreed to the revised Terms and Conditions.

1. Introduction and registration of K Cash Credit Card

Holders ("Cardholders") of any credit card ("Card") (including principal card, supplementary card, virtual credit card principal card, virtual credit card supplementary card and co-branded credit card) issued by K Cash Limited ("K Cash Limited") may, among other things, use the services (including virtual credit cards) associated with their credit card by registering an online account ("Online Account") and/or through a mobile application (the "App").

These terms and conditions ("Terms and Conditions") supplement the Credit Cardholder Agreement and govern the use of any credit card issued to the Cardholder by K Cash Limited. Unless otherwise specified, the terms defined in the Credit Card Cardholder Agreement shall have the same meaning when used herein.

Cardholders are required to download the App to their mobile device and follow and complete the registration procedures set out in the App in order to register and open an online account or use any of the App's services.

2. Identity verification

When a cardholder registers to open an online account or uses any of the services in the app, K Cash Limited will ask for the cardholder's personal information for K Cash Limited to verify his/her identity. Such personal data usually includes the cardholder's full name, identity card number, date of birth, address, contact information, nationality, facial image and information of the mobile device that the cardholder will use to register for an online account or use any of the services of the App ("Designated Mobile Device"). K Cash Limited may obtain other supporting documents from the cardholder and carry out other procedures to verify the identity of the cardholder. Cardholders should provide complete, true, accurate and up-to-date personal information to K Cash Limited for identity verification.

To ensure the continuous provision of the relevant services by K Cash Limited, K Cash Limited may, from time to time, require the Cardholder to complete the identity verification process again to update the records of K Cash Limited.

3. Account registration is subject to approval by K Cash Limited

K Cash Limited reserves the right to make the final decision on whether to approve the online account registration or provide any related services. Even if the cardholder has completed the registration process, K Cash Limited still has the absolute discretion to refuse the online account registration or provide any related services if K Cash Limited fails to verify the identity of the cardholder or has any other reasonable grounds. After verifying the cardholder's identity, the designated mobile device will be registered to enable the cardholder to use the online account and any other services provided by the app.

4. It shall not be used illegally

Cardholders should use credit cards (including virtual cards), the App, online accounts and other functions and services provided by K Cash Limited in a rational and responsible manner, and shall not use for any illegal or inappropriate purpose, or in any illegal or inappropriate manner. K Cash Limited reserves the right to cancel the relevant credit card (including virtual card), freeze and/or terminate the cardholder's online account or immediately terminate any function or service provided to the cardholder if K Cash Limited believes that the Cardholder has breached this clause.

5. Cardholder Security Measures

Cardholders should take reasonable and practicable security measures when using the App, online accounts and designated mobile devices. The following is a non-exhaustive summary of the relevant security measures. Cardholders should refer to the security advice provided by K Cash Limited from time to time in the PayKool app or on the website (<https://PayKool.hk/>).

a. Regarding the app, cardholders:

- i. It should only be downloaded from a reliable mobile app store (i.e. Google Play & App Store) or by scanning <https://PayKool.hk/> The designated QR code published on the website from time to time downloads the app. If there is any doubt about any mobile application or its origin, the cardholder should not download and/or stop the installation immediately, and should not log in or launch the application. (The Google Play logo is a trademark of Google Inc. and App Store is a service mark of Apple Inc.).
- ii. It should be downloaded regularly from the mobile app store or <https://PayKool.hk/> The Website downloads and installs updates and patches for the App and operating systems and browsers.
- iii. The app should not be downloaded over public or non-password-protected wireless networks (i.e., Wi-Fi).

b. For designated mobile devices and security information, cardholders:

- i. Only install the app and use the online account and services on the designated mobile device.
- ii. The App should not be downloaded or used on any mobile device or operating system that is supported or maintained by the Altered Vendor or used as a designated mobile device. Such devices include devices that have

been "jailbroken" or "rooted", i.e. the mobile device can voluntarily remove the restrictions imposed on it by the telecommunications service provider and/or the mobile device manufacturer without the approval of the relevant provider and/or manufacturer.

- iii. Designated mobile devices should not be connected to any computer suspected of being infected by a virus.
 - iv. Install anti-virus software, firewalls and other security tools on designated mobile devices. Cardholders may visit the website of the Hong Kong Computer Emergency Response Team Coordination Centre for more information. www.hkcert.org/mobile-security-tools.
 - v. When not using a mobile device or the app, disable any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC), log out of your online account and the app, use an encrypted network when using Wi-Fi, and disable the Wi-Fi auto-connect setting.
 - vi. The auto-lock function should be enabled on the designated mobile device.
 - vii. When setting up passwords, login credentials and security details.
 - 1. Do not use easily guessable personal information, numbers or words;
 - 2. Do not write down or record any passwords, login credentials and security information in an undisguised manner;
 - 3. Do not record any passwords, login credentials and security information on or near the designated mobile device;
 - 4. The same password, login credentials and security details should not be used for different services;
 - 5. Cardholders' passwords, login credentials and security details should be changed regularly.
 - viii. Keep the designated mobile device secure, keep all passwords, login credentials and security details used to operate the cardholder's online account and access to the services confidential, do not allow any other person to use the cardholder's password, login credentials and security information, and protect the above against loss, theft, accidental or unauthorised disclosure or use.
 - ix. If the cardholder discovers or suspects that the designated mobile device, virtual card account number, credit card PIN or any personal credential or security information has been lost, stolen, compromised or unauthorised use, he/she should notify K Cash Limited as soon as reasonably practicable and immediately change the cardholder's personal credential and security information.
 - x. Biometric credentials other than cardholders should not be stored on the designated mobile device.
 - xi. If it is necessary to hand over the Designated Mobile Device for maintenance or other reasons, or before the Cardholder discards the Designated Mobile Device, he/she should delete all passwords, login credentials and security details stored on the App and the Designated Mobile Device.
- c. In connection with the use of the Online Account and Services, the Cardholder:
- i. You should only use an encrypted and reliable mobile internet connection to log in to operate your online account or use the Services, and you should not use public or non-password-protected wireless networks (i.e. Wi-Fi).

- ii. The cardholder's online account or use of the Services should not be enabled or operated on any mobile device other than the designated mobile device.

6. Cardholder's instructions

- i. How to give instructions:
 - a. Cardholders must give instructions in such manner and by such means as may be specified or accepted by K Cash Limited. K Cash Limited reserves the right to refuse to accept any instruction that fails to comply with the relevant requirements.
 - b. Before giving an instruction, the cardholder should check and ensure that each instruction is complete and correct. Once an instruction has been given, the cardholder cannot amend or cancel the instruction without the prior consent of K Cash Limited.
- ii. How K Cash Limited handles cardholders' instructions:
 - a. K Cash Limited reserves the right to treat any instruction given from the designated mobile device using the cardholder's personal credentials or security information or any instruction reasonably considered by K Cash Limited to be given by the cardholder or his/her authorized person, whether or not actually given by the cardholder. The instructions and the transactions completed thereunder shall be valid and binding on the cardholder. K Cash Limited is not required to take any other steps to verify the identity of the person giving the instruction or the authenticity of the instruction. However, K Cash Limited reserves the right to require the Cardholder to enter a PIN or provide other personal credentials to verify the instruction, or to require the Cardholder to provide such proof as K Cash Limited deems appropriate to verify identity or authorization.
 - b. K Cash Limited may treat each instruction received by it as a separate instruction unless K Cash Limited actually knew that it was a duplicate of another instruction before executing the instruction.
 - c. If K Cash Limited receives a payment or transfer instruction after its daily cut-off time or outside business hours, K Cash Limited may still debit or withhold the relevant amount from the cardholder's online account and/or credit card account on the same day, but the instruction may not be processed until the next business day.

7. The cardholder's responsibility for transactions and checking records

- i. Who is liable for unauthorized transactions?
 - a. Unless the Cardholder has acted fraudulently or grossly negligently, the Cardholder shall not be liable for any unauthorised transactions and any direct loss arising therefrom. However, if the cardholder commits fraud or gross negligence, the cardholder shall be liable for all losses caused by the unauthorized transaction.
 - b. The cardholder will be deemed to have acted grossly negligently in one or more of the following circumstances:
 - (i) if the Cardholder knowingly (whether voluntarily or not) allows another person to use or access the Designated Petition, the Mobile Device, the Cardholder's Credit Card,

or his/her personal credentials or security information to log in to the Online Account, Credit Card Account, Services or Conduct Transactions;

- (ii) If the Cardholder discovers or believes that his/her designated mobile device, his/her credit card or personal credentials or security details have been lost or stolen or compromised, or that any unauthorised transaction has occurred, he/she fails to notify K Cash Limited as soon as reasonably practicable;
- (iii) if the Cardholder fails to take reasonably practicable steps to protect the security of his/her designated mobile device, credit card or personal credential or security information, including failing to comply with the security advice provided by K Cash Limited from time to time.

- ii. Check your transaction history and account statements
 - a. K Cash Limited provides monthly statements of online and credit card accounts (including virtual card accounts) (collectively referred to as account statements) electronically. The cardholder agrees to receive the monthly statement electronically in lieu of the paper statement.
 - b. Cardholders are reminded to review transaction records and account statements in a timely manner to check and report any errors or unauthorised transactions. If the cardholder believes that there is any error or unauthorised transaction on the monthly statement, he/she should notify K Cash Limited as soon as reasonably practicable. In any event, the Cardholder shall notify K Cash Limited of the above within sixty (60) days from the date of issuance of the Statement of Account.
- iii. The Cardholder shall indemnify the Company
 - a. If K Cash Limited incurs reasonable costs or expenses or suffers any losses incurred in providing services to the Cardholder and/or executing the Cardholder's instructions, the Cardholder shall indemnify K Cash Limited for such costs, expenses and losses.
 - b. In the event that K Cash Limited suffers any loss as a result of the Cardholder's failure to comply with these Terms and Conditions or to discharge its obligations in relation to the Cardholder's online account, credit card account (including virtual card account) and transactions, the Cardholder shall indemnify K Cash Limited for such loss and reasonable expenses (including legal fees).
- iv. Funds are transferred by mistake

Cardholders should be careful to avoid making mistakes when transferring funds. If a cardholder receives funds transferred to his/her online account or credit card account (including virtual account) in error, the cardholder should notify K Cash Limited and return the funds to K Cash Limited as soon as reasonably practicable. Failure to return the misdirected funds may result in criminal liability.

8. Services and Responsibilities of K Cash Limited

- i. K Cash Limited's services and what K Cash Limited may do to provide such services:
 - a. Cardholders may be required to comply with the terms and conditions set out by K Cash Limited in relation to the services before using the services provided by K Cash Limited. Each service will only be provided within the time specified by K Cash Limited.
 - b. K Cash Limited may do or refrain from doing anything (including refusing to execute the Cardholder's instructions) in order to comply with any law, regulation or tax requirement or court order. Such requirements may be imposed on the Cardholder or K Cash Limited by laws and regulations, any government authority, tax authority, law enforcement agency or regulatory authority (whether in Hong Kong or overseas).
 - c. K Cash Limited may appoint agents, contractors and service providers to assist in the provision of the Services. K Cash Limited will select such agents, contractors and service providers with reasonable care.
 - d. K Cash Limited may appoint a collection agent or a third party agent to recover or recover any overdue amounts from the cardholder. Cardholders are required to pay K Cash Limited reasonable expenses (including legal fees) incurred in connection with the recovery of debts.
 - e. The Cardholder's online account and/or credit card account (including the virtual card account) may be frozen if K Cash Limited considers it appropriate (including if K Cash Limited learns that the Cardholder has been declared bankrupt, has a claim against the Cardholder, or the Cardholder's financial and/or mental capacity is in doubt).
 - f. K Cash Limited may suspend or terminate the Cardholder's use of any of the services of K Cash Limited at any time without notice, taking into account tax, legal or regulatory requirements and/or if it reasonably believes that the Cardholder has breached his/her obligations under these Terms and Conditions, the Cardholder Agreement or any of the relevant terms and conditions imposed by K Cash Limited for any of the relevant services. All rights and liabilities accrued prior to the suspension or termination of the Service shall remain in effect.
 - g. K Cash Limited reserves the right to suspend all or part of K Cash Limited's services for system maintenance, upgrade, testing and/or repair at any time with or without notice.
 - h. Any information provided by K Cash Limited is for the cardholder's reference only.
- ii. Liability of K Cash Limited
 - a. Unless the liability arises from direct fraud, wilful misconduct or gross negligence on the part of K Cash Limited, K Cash Limited shall not be liable to the Cardholder for:
 - (i) carry out the cardholder's instructions;
 - (ii) any delay, interruption or unavailability of the services provided by K Cash Limited or the Cardholder's use of the services;
 - (iii) loss, error, delay, mistransmission, destruction or unauthorized alteration or interception of information sent

- over the Internet or otherwise;
 - (iv) any computer virus or other malfunction of software or computer system;
 - b. In no event shall K Cash Limited be liable for any of the following:
 - (i) to comply with tax, legal or regulatory requirements or court orders, or to do or refrain from doing anything as required or expected by any government authority, tax authority, law enforcement agency or regulatory authority, whether in Hong Kong or overseas;
 - (ii) any indirect, special, incidental or consequential loss or damage.
 - c. Provisions limiting or excluding the liability of K Cash Limited will apply to the extent permitted by law.

9. Fees

- i. K Cash Limited may charge cardholders a fee for its services:
 - a. K Cash Limited has the absolute discretion to charge and amend the fees and charges for its services from time to time after giving notice to the cardholder. K Cash Limited will provide its fee and fee schedule in the app or on the K Cash Limited website. Fees and charges charged from online accounts and/or credit card accounts (including virtual card accounts) will be shown in transaction history, statement of account or such other means as K Cash Limited deems appropriate.
 - b. The Cardholder shall pay the fees and charges and all reasonable expenses, including but not limited to the fees and expenses of K Cash Limited's agents and taxes, in accordance with the Credit Card Cardholder Agreement. Cardholders are required to pay the amount specified by K Cash Limited within the specified period.
 - c. Except as otherwise expressly provided in these Terms and Conditions, fees and charges paid are non-refundable. However, if the Cardholder terminates any service due to a change in the terms and conditions, K Cash Limited will refund the annual or periodic fee paid for the service on a pro-rata basis, provided that the fees are independently distinguishable and the amount is not insignificant.
 - d. Payment must be made in the currency of the debt. The debt currency payment received by K Cash Limited will only discharge the cardholder's debt to the extent that it can use the amount collected to the net amount of the debt currency purchased as soon as practicable. The Cardholder shall indemnify K Cash Limited against any losses and reasonable expenses incurred by the Cardholder as a sole obligation. K Cash Limited is only required to prove the loss that would have been incurred if the currency conversion or purchase had actually been carried out.
- ii. Fees charged by third parties
The cardholder's telecommunications service provider or other service provider may charge a fee for the provision of mobile data or the cardholder's use of the designated mobile device and/or app. Cardholders are solely responsible for paying such charges and fees.

10. Personal Data

- i. It is the responsibility of the cardholder to provide truthful information

The Cardholder warrants that all information provided to K Cash Limited is complete, true, accurate and up-to-date. Cardholders should notify K Cash Limited as soon as reasonably practicable of any material change in their information. The Cardholder authorises K Cash Limited to liaise with such sources of information as it deems appropriate (including, if applicable, any credit reference agency) to verify the Cardholder's information.

- ii. Use of the cardholder's personal data
The Cardholder consents to K Cash Limited using and disclosing his/her personal data in the manner specified in the Personal Information Collection Statement ("Statement") / Notice to Customers and Other Persons relating to Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data (the "Code") (the "Notice") for the purpose of providing his/her online accounts and services to him/her and for other purposes. The declaration and notification have been given to the cardholder when the cardholder provides his/her personal data to K Cash Limited. Cardholders can also view the statements/notices in the app or on the K Cash Limited website.
- iii. The Cardholder understands and agrees that K Cash Limited may process and store his/her personal data within or outside Hong Kong.

11. Closing the Account and Terminating the Service

- i. Account Closure and Service Termination by Cardholder
The Cardholder may at any time terminate his/her online account and terminate the service upon notification to K Cash Limited and upon completion of the required account closure procedures and payment of all outstanding balances.
- ii. Account closure and service termination by K Cash Limited
 - (i) K Cash Limited may terminate the online account and terminate the service at any time by giving reasonable notice to the cardholder.
 - (ii) Without prejudice to or limitation, Article 11. ii. Subject to paragraph (i), K Cash Limited may, if it considers appropriate, terminate the Cardholder's Online Account and terminate the Services immediately with or without notice, particularly in consideration of tax, legal or regulatory requirements or if the Online Account is used or suspected to be used for illegal activities.
- iii. Termination of arrangements for specific services
For the avoidance of doubt, if K Cash Limited has other conditions or procedures for the termination of a particular account or service, such other conditions or procedures will also apply to the termination of such account or service.
- iv. After closing the account and terminating the service
Closure of Online Accounts or Credit Card Accounts (including Virtual Card Accounts) and termination of the Services shall not affect the rights and obligations accrued and the transactions that remain valid.

12. Enquiries and Complaints

If you have any enquiries or complaints, please contact our Credit Card Customer Service Hotline at (852) 23111 611.

13. Changes to K Cash Limited services and these Terms and Conditions

- i. K Cash Limited may, from time to time, with or without notice, change the Services and the manner in which the Cardholder uses the Services.
- ii. K Cash Limited may vary these terms and conditions from time to time by giving notice and may affect the fees and charges and the cardholder's responsibilities or obligations. If the Cardholder continues to maintain his/her online account and/or credit card account (including virtual card account) or use the relevant services after the effective date of the change, the cardholder will be deemed to have accepted the change. For the avoidance of doubt, if K Cash Limited imposes any other notice period for changes to the terms of a particular account or service, K Cash Limited may change such terms and conditions by giving prior notice that meets such notice period.

14. Other Legal Matters

- i. **Offset**

If there is any amount due but outstanding by the cardholder, K Cash Limited may set off the amount without prior notice in accordance with the terms and conditions of the Credit Card Cardholder Agreement.
- ii. **The app**
 - a. In connection with the use of the App, Cardholders may be required to enter into a license agreement (the "Licence Agreement") with software vendors (including Google Play and/or the App Store) and be subject to the terms and conditions prescribed by such vendors. K Cash Limited is not a party to this licence agreement and is not responsible for the services provided by such providers and for any acts or omissions of such providers.
 - b. The App, any related materials and other products and services offered through the App are not intended for download, use or acquisition by persons in any jurisdiction in which such download or use would be contrary to any applicable law or regulation in such person's jurisdiction, or in a jurisdiction where K Cash Limited is not licensed or authorized to provide the App or Materials, or in a jurisdiction that is subject to any sanctions regime. By accessing and/or accessing the App and/or related materials, the Cardholder is deemed to have understood and complied with all relevant and applicable laws, regulations and restrictions. It is the cardholder's responsibility to ensure that he/she is licensed to use the Application and access the related materials in accordance with the laws and regulations applicable to him/her.
 - c. The use of hyperlinks to other Internet sites or data sources is at the cardholder's own risk
 - d. K Cash Limited is not responsible for the accuracy and quality of information provided on other websites or for the safety and security of other websites.
- iii. **Copyright**

All content in the app and related materials is protected by copyright. The Cardholder shall not modify, copy, transmit and/or distribute any part of the App or any related materials in any way for commercial or public purposes without the prior written consent of K Cash Limited.

- iv. Evidence
 - a. K Cash Limited may record conversations with cardholders with prior notice.
 - b. In the absence of any manifest error, K Cash Limited's record is conclusive and binding on the Cardholder as to the matter or fact stated herein.
- v. Communication

K Cash Limited may send notices and communications by SMS, notices or by such means as K Cash Limited deems appropriate. Cardholders will be deemed to have received notices or communications if:

 - a. if uploaded to the App or the K Cash Limited website, after such uploading;
 - b. If sent by post: two (2) days after the date of posting if the address is in Hong Kong, or seven (7) days after the date of posting if the address is outside Hong Kong, unless, in the case of legal proceedings, these periods shall be subject to the rules of service under the relevant law in Hong Kong or elsewhere;
 - c. or if sent by email, SMS or fax, after the mail is sent to the cardholder's email address, mobile number (via SMS) or fax number (if applicable) in the cardholder's records with K Cash Limited.

15. Prevent financial crime

- i. K Cash Limited is required to act in accordance with applicable laws, regulations, policies (including policies within K Cash Limited) and statutory and regulatory requirements in different jurisdictions. These include the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other services to any person who may be subject to sanctions. K Cash Limited may, at its discretion, take any action it deems appropriate to comply with all such laws, regulations, policies and requirements. Such actions may include:
 - a. reviewing, intercepting and investigating any instructions, withdrawal requests, service applications, payments or communications made to or by the Cardholder, or to the Cardholder's online account and/or credit card account;
 - b. investigate and make further enquiries about the source of funds or intended recipients, the status and identity of any person or entity to find out whether he/she/it is subject to the sanctions regime and whether he/she is indeed a sanctioned person;
 - c. combining and using personal data relating to cardholders, beneficial owners and authorised representatives of cardholders, accounts, transactions and use of K Cash Limited's services and other relevant information held by K Cash Limited or its affiliates;
 - d. delay, intercept, suspend or refuse to process any instruction or payment to or made to the Cardholder at the absolute discretion of K Cash Limited;
 - e. refuse to process or enter into transactions involving certain individuals or entities;
 - f. terminate the relationship with the cardholder;
 - g. Report suspicious transactions to any authority;
 - h. take any other action to enable K Cash Limited or its affiliates to comply with any legal, regulatory or compliance obligations.
- ii. To the extent permitted by law, neither K Cash Limited nor any agent shall be liable for any loss or damage (whether direct or consequential, including loss of profits or interest)

suffered by the Cardholder or any third party as a result of any actions taken by the Cardholder or any third party from time to time as a result of any actions taken by the Cardholder in connection with the compliance obligations to detect or prevent financial crime.

16. Third Party Rights

No person other than the Cardholder and K Cash Limited shall have any right or benefit under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong.

17. Other

- i. The Cardholder shall not assign or transfer his/her rights or obligations under these Terms and Conditions without the prior consent of K Cash Limited. K Cash Limited may assign or transfer all or any of its rights and obligations under these Terms and Conditions without the consent of the Cardholder.
- ii. K Cash Limited's rights are cumulative and are not exclusive of other rights and remedies available at law.
- iii. The failure of K Cash Limited to exercise, delay in exercising or waiving any of its rights, powers or remedies shall not be deemed to be a waiver or impairing or restriction of such rights and powers. The single or partial exercise of a right by K Cash Limited will not prevent K Cash Limited from further exercising that or any other right.
- iv. If any part of these Terms and Conditions is illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts of these Terms and Conditions shall remain valid and shall not be affected or impaired in any way.

18. Governing Law

All transactions between these Terms and Conditions and Cardholders shall be governed by and construed in accordance with the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

- 19.** 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