

PayKool Visa Platinum Card - Terms and Conditions for Electronic Straight through Process

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

Please read the following terms and conditions carefully before proceeding with the Electronic Straight through Process integration process. These Terms are a legally binding agreement between you and K Cash Limited which sets out the terms and conditions for the use of the electronic straight through process.

Each time before you start using the Services, the terms and conditions set out in this document and any changes made thereto from time to time will be displayed on the screen. You have had ample opportunity to read and consider these terms and conditions. By engaging in the Electronic Straight through Process or any part thereof, you will be deemed to have agreed to the terms and conditions set out herein.

If you do not accept these terms and conditions, please do not proceed with Electronic Straight through Process or any part thereof.

Definitions of these Terms

"Company" means K Cash Limited.

"Services" means the services provided by the Company from time to time by various means, including but not limited to the provision and drawdown of loans, and the application for such loans and/or related credit card services, including the application for such credit cards.

"Terms and Conditions" means the terms and conditions set out herein and the Company's Privacy Policy and Personal Information Collection Statement.

"User" means a user who goes through the ESTP process and uses the Services.

"ESTP" is an abbreviation for Electronic Straight-Through procedures, which includes the use of the Mobile Application, the Company's website and other electronic means or procedures as the Company may designate or authorize from time to time to perform one or one of the following functions, namely: (1) EIA, (2) Electronic Submission, (3) Loan Application, and (4) Use of e-Signature for the execution of loan agreements, (5) credit card applications, (6) instalment plan applications, balance transfer (cash advances) and any other credit card-related services, and/or (7) live chat with our customer service representatives

"EIA" is an abbreviation for Electronic Identity Authentication, which refers to the identification, verification and authentication of a user's identity through electronic means provided by the Company or its contractors, including the use of mobile applications, electronic devices and/or Nova Credit Limited.

"Mobile Application" means the mobile application with ESTP or part thereof which is provided by the Company for download from time to time and is currently known as

"PayKool".

"**Website**" means <https://Paykool.hk/>

"**Electronic Devices**" means smartphones, tablets, computers and other electronic devices with similar functions.

"**Authentication**" means the process of checking, identifying, reviewing, testing, verifying and ultimately determining the true identity of a user. "Authenticated identity" is interpreted accordingly.

"**Biometric Data**" includes, but is not limited to, a user's facial image and data loaded into a biometric identity and/or travel document for identity verification.

"**Electronic Submission**" means any document submitted by the User to the Company through the ESTP.

"**Contractor**" means a contractor engaged by the Company to execute or assist in the execution of the EIA and e-filing, including but not limited to Nova Credit Limited

"**e-Signature**" means **(1) a personal signature of the User (other than a traditional signature on paper) written on an ESTP screen, tablet or similar device with a writing function for superposition on a document (or related signature field) that the User intends to sign, and/or (2) pressing "I Accept" while performing the ESTP**

Accept" or "I agree" or "agree" or "submit" or "complete" or "confirm" buttons. signed electronically" should be interpreted accordingly.

"**Loan Agreement**" means the **Loan Agreement entered into**, or to be entered into, between the User and the Company.

"**Credit Card Cardholder Agreement**" means the Cardholder Agreement entered into, or to be entered into, between the Cardholder and the Company.

"**Nova**" means Nova Credit Limited, a contractor engaged by the Company

"**TransUnion**" means TransUnion Hong Kong Limited

1. General Terms

- a. Any instructions given to the Company or any agreement entered into with the Company by the User who has passed the EIA process and/or acted using the ESTP have been authenticated shall be valid and binding on the User. The Company shall not make any further enquiries about the authority or identity of the User who has made or purported to have given such Instructions, entered into or purported to enter into such Agreements, even if there is any error, misunderstanding, fraud, forgery or ambiguity in the Authorisation of such Users.
- b. Even if the User has already verified his/her identity through the EIA method, the Company has the final right (but not the obligation) to require the User to verify his/her identity in person at any time.

- c. The EIA, the Mobile App and the Company's website are only part of the Company's services and therefore:
 - i. These Terms and Conditions are in addition to the Loan Agreement and/or Credit Card Cardholder Agreement and other terms and conditions relating to the use of the Company's other services, which should be read in combination;
 - ii. These Terms and Conditions do not govern any specific terms in the individual terms and conditions of any particular products and services offered by the Company;
 - iii. In the event of any inconsistency between these Terms and Conditions and the terms and conditions relating to the application of the EIA and/or the ESTP in relation to the Loan Agreement and/or the Credit Card Cardholder Agreement and/or other terms and conditions of the Company's other services, these Terms and Conditions shall prevail to the extent of the application of the EIA and/or the ESTP, and to the extent of the Loan, Credit Card and other services provided by the Company from time to time, the other terms of the Loan Agreement and/or the Credit Card Cardholder Agreement and/or the Company's other services.
- d. The Company will only provide the Services in jurisdictions where it is lawful to provide the Services under the Hong Kong Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) (if applicable) and/or Visa International Pte Limited and/or its subsidiaries, holding companies, associates, affiliates or branches. The Company provides the Services at its discretion in accordance with the specific terms and conditions governing the provision of each Service. The Company may withdraw or amend the Services at any time without notice.
- e. The eligibility of any person to use the particular services is subject to the final decision of the Company.

2. Authentication and use of ESRP

- a. The User's identity may be verified by passing the EIA and/or using the ESRP, provided that the Company always has the rights described in clause 1(b) above.
- b. The User shall comply with all requirements, instructions and specifications (including but not limited to registration and initiation of proceedings) relating to the EIA and/or the ESTP as determined by the Company or its contractors from time to time in its sole and absolute discretion.
- c. The User agrees and acknowledges that the User's biometric data shall be obtained through the use of the EIA and/or the ESTP. Users should only provide

their own biometric data and should not provide any other person's biometric data.

- d. Users shall not disclose, disclose and/or share their biometric data with any other person in order to deceive the Company. At any time, the user shall not allow or allow his/her biometric data to be used by any other person to use the company's services, otherwise, the user shall be solely responsible for all losses and consequences arising therefrom and related thereto. If the User knows or has reason to suspect that someone has misappropriated his/her biometric data, the User shall notify the Company immediately.
- e. The EIA and ESTP are provided "as available" and "as they are available". The Company does not warrant that the EIA and/or ESTP will be available at all times or that they will be error-free, suspended, interrupted or malfunctioning. The Company shall not be liable for any loss or damage caused or incurred by the User as a result of the User's inability to use the EIA and ESTP. The Company disclaims all warranties, implied, express and statutory, with respect to the EIA and ESTP, including, but not limited to, warranties of non-infringement of third party rights, title, merchantability, good quality, safety or fitness for a particular purpose.
- f. The Company reserves the right, from time to time and at its absolute discretion, to cancel the use of the EIA and/or ESTP or any part thereof, or to require its replacement or modification, in its sole and absolute discretion, without prior notice and without giving any reason in this regard. The Company shall not be liable to the User for any loss or damage arising from such actions.
- g. The Company engages contractors to perform the EIA or assist in performing the EIA functions, and for this purpose, the User consents to the collection and use of the User's personal data by the Company and the contractors and the transfer of such data between the Company and the contractor in accordance with the Personal Data (Privacy) Ordinance (the "Ordinance") policy guidelines and the Notice to Customers and Other Individuals ("PICS") of the Code of Practice on Consumer Credit Data ("PICS"). From time to time, the Company may engage additional and other contractors to carry out EIA or similar procedures on behalf of the Company. The procedures and documents involved in the EIA, the information required and the data are subject to change from time to time. The User acknowledges that if the User does not wish to go through the EIA, or does not accept the terms set forth herein, the Company may not be able to provide the Services or some of them, or may be subject to further identity verification processes (including, but not limited to, real-time chats or conventional identity verification methods), which may delay the provision of the Services. The Company

shall not be liable for any loss or damage caused by such delays.

- h. The Company and its contractors use a variety of methods for identity authentication. Such methods include, but are not limited to:
 - i. Identity document verification – involves inspecting and photographing identity cards/travel documents (including biometric identification/travel documents with built-in contactless integrated circuits), as well as reading and evaluating the data stored in the integrated circuits;
 - ii. optical character recognition (OCR) for the documents granted;
 - iii. read and evaluate data in integrated circuits;
 - iv. Fast multi-wavelength illumination, including visible, ultraviolet, and infrared scanning;
 - v. Interact with users to perform certain facial movements and capture facial recognition for selfies, while Nova Credit Limited provides a multi-layered layer of authentication, namely:
 - (a) Identification document verification – involving document classification and confidentiality identification;
 - (b) optical character recognition (OCR) for the documents granted;
 - (c) Facial recognition with real-time interaction detection with users to perform certain facial movements and capture selfies;
 - (d) Identity verification through a database maintained by Nova Credit Limited;
 - (e) use of digital authentication to verify users' risky behaviours;
 - (f) Authenticate by asking users questions and using one-time passwords.
- i. The User agrees to provide the required documents, information, data and/or biometric data from time to time for the purpose of conducting the EIA, including but not limited to the following:
 - i. identification documents and printed materials or data contained therein;
 - ii. facial imaging;
 - iii. address and/or email address;
 - iv. telephone number and/or mobile phone number;
 - v. Answer questions from the system interface to authenticate or help verify the user's identity.
- j. Once the EIA is passed, the user will be granted a one-time license to continue using the services through the ESRP.
- k. Once the EIA is approved by the user:
 - i. The User grants the Company a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence and/or biometric data to use the documents, information, data and/or biometric data provided by the User

in accordance with these Terms and Conditions;

- ii. The User represents and warrants that the User is the sole creator of the Facial Image and/or Biometric Data and the sole owner of the intellectual property rights in the Documents, Materials, Data and/or Biometric Data, and that the use of the Documents, Materials, Data and/or Biometric Data by the Company, its licensors, assigns and contractors in accordance with these Terms and Conditions will not infringe the rights (including intellectual property rights) of any third party.
- l. The Company or the Contractors may send administrative messages regarding the use of the EIA and/or ESRP, including one-time passwords, notices of updates to the Terms and Conditions, and other materials through the means of communication provided to the Company by the User.

3. Electronic Submission

- a. The User may submit various documents (including those relating to the application for loans and/or credit cards) to the Company electronically through the ESTP, but the Company shall always have the right to request that the documents be reviewed and submitted in the usual manner.
- b. The User grants the Company a perpetual, irrevocable, royalty-free, worldwide, non-exclusive and sub-licensable license to use the User's Submissions in accordance with these Terms and Conditions. The User represents and warrants that the User is the sole owner of the intellectual property rights in the documents submitted hereby. The Company's use of the documents submitted herein will not infringe the rights (including intellectual property rights) of any third party.
- c. It is the responsibility of the User to review and preview all documents that are ready to be made available in the ESTP to ensure that all documents are properly provided in the ESTP for submission. Errors or incompleteness in the scanning of documents submitted will result in delays in processing, and the Company shall not be liable for any loss or damage arising therefrom.

4. Apply for a loan and/or credit card through the ESTP

- a. The terms and conditions applicable to loan and/or credit card applications made through the Company's website and mobile application shall also apply to loan and/or credit card applications made through ESRP. Users can click here to check the terms and conditions.
- b. Subject to Clause 1(e) above, if the User's loan application and/or credit card application is approved by the Company, the User may electronically sign the Loan

Agreement and/or Credit Card Cardholder Agreement.

- c. The Loan Agreement and/or Credit Card Cardholder Agreement (if applicable) signed electronically by the User shall be conclusively deemed to have been duly signed in the same way as if the Loan Agreement and/or Credit Card Cardholder Agreement (as the case may be) had been executed in the traditional manner. Unless it has been proved to the contrary, a user who signs the loan agreement electronically through the EIA should be deemed to have signed the loan agreement "in person" within the meaning of section 18(1)(a) of the Money Lenders Ordinance.
- 5. Real-time conversations**
- a. The User may initiate a real-time conversation between the User and the Company's customer service personnel.
 - b. Users are reminded that the content of the live chat will be recorded by the Company and stored for as long as the Company deems appropriate and necessary. The user should be aware of the presence of other people nearby during the conversation and may hear what the user is saying.
- 6. User's Representations and Warranties**
- a. Each User represents and warrants that:
 - i. Each such user will only provide true, accurate, current and complete information about himself;
 - ii. Each user does not have twin siblings or relatives who look alike;
 - iii. each of the users is aged 18 or above and holds valid Hong Kong identity card, or a Hong Kong smart identity card issued in 2018 or later;
 - iv. Each such User has the capacity to accept and be bound by these Terms and Conditions;
 - v. Each user is responsible for protecting and keeping the electronic devices on which he or she has used or registered for the use of the ESRP, including setting passwords, preventing others from using the electronic devices, and using electronic devices that have been compromised, have been granted the highest management authority of the system, or have been informally edited by the factory's system settings for ESTP.
 - b. The User shall not do any of the following:
 - i. use or create a false identity, or impersonate any person or entity, or make false statements or representations about that person's identity;
 - ii. disrupt or interfere with the operation of the EIA and ESTP or any infrastructure operated by the Company;

- iii. Breach or failure to comply with any instructions, requirements, procedures, policies or regulations imposed by the EIA and ESTP or the Contractor;
 - iv. attempt to do any of the foregoing, or permit or procure a third party to do or attempt to do any of the foregoing.
 - c. The User acknowledges that the Biometric Data Sensor Module (including but not limited to the lens and fingerprint recognition module) in the User's electronic device is not provided by the Company but by the manufacturer of the electronic device, and that the User's use of the Biometric Data Sensor Module is therefore subject to the terms and conditions set forth by the manufacturer, and that the User's use of the ESTP or continued use of the ESTP shall give the Company an irrevocable, fee-waiver, non-exclusive, sub-licensable right to use the User in accordance with the terms and conditions of this document and the PICS biometric data sensing modules in electronic devices and the collection of personal data from them. The Company shall not be liable for any loss or damage arising from the use, misuse, non-suitability, malfunction or error of the Biometric Data Sensing Module.

7. Termination or Suspension

- a. The Company may immediately terminate or refuse any further use of the EIA and/or ESTP or any part thereof if the Company reasonably believes that the User is in breach of these Terms and Conditions, or is about to breach any part of these Terms and Conditions, or if:
 - i. Failure to provide the required information for the EIA and/or ESTP;
 - ii. provide false, inaccurate, misleading, incomplete or outdated information;
- b. Committing or being perceived to have committed any fraudulent act or misconduct. The Company may, in its sole discretion, suspend or terminate the EIA or ESTP or its access route if the Company deems it necessary or in accordance with prudent purposes:
 - i. To maintain the integrity and security of the EIA and ESTP, the data collected from them, or the Company's various equipment or systems;
 - ii. for legal reasons, including due to changes in the law;
 - iii. Circumstances beyond the reasonable control of the Company or its contractors, including delays, interruptions, disruptions and failures of network connections or equipment, as well as strikes, lockouts, labor disputes, acts of God, natural disasters, acts of government or its agencies, fires, floods, storms, riots, power shortages or power failures, war, acts of terrorism, sabotage, or
 - iv. To support or maintain any infrastructure, systems, or software used by the Company and the Contractors.

- c. The Company may suspend or terminate the EIA and ESTP in the event of suspension or termination of the Company's contract with the Contractor.
- d. Except as otherwise expressly provided herein, the Company shall not be liable to the User for any losses and claims incurred directly or indirectly due to the following reasons, including any special, indirect or incidental losses, to the maximum extent permitted by applicable law:
 - i. errors or interruptions arising during or in part of the use of the EIA and/or ESTP;
 - ii. corruption or loss of data related to the use of the EIA and ESRP;
 - iii. Suspension or termination of the EIA and ESTP;
 - iv. Breach of these Terms and Conditions.
- e. The User shall indemnify and hold the Company harmless from and against all liabilities, costs, losses, claims and expenses incurred by the Company as a result of the User's breach of these Terms and Conditions.

8. Privacy

- a. The User agrees to accept the Company's Personal Information Collection Statement. Please refer to its current version. The User further agrees to accept the following additional terms. The following terms are in addition to and should be read in conjunction with the above PICS.
- b. For the avoidance of doubt, it is hereby stated that the User's "Personal Data" shall include, but is not limited to, all information and documents provided and submitted for the purpose of implementing the EIA, all answers and responses to questions posed to the User during the EIA, and results, analyses and reports (if applicable) submitted after the EIA.
- c. The User agrees that the Company may collect and retain Personal Data so that EIAs can be administered (e.g. through Nova Credit Limited) and that ESTPs may be used (e.g. by electronic submissions). In the absence of such personal data, the Company may not be able to provide certain services, or the provision of each service may be delayed and required to wait for additional identity verification processes, including, but not limited to, real-time conversations or traditional authentication methods. Users will be asked to give specific consents to the use of Nova Credit Limited.
- d. Notwithstanding anything to the contrary, the User hereby consents to the disclosure of his/her personal data by the Company to any of the Company's affiliates, affiliates, contractors, agents, agents, agencies and representative offices, provided that the Company has a legitimate business purpose in obtaining the relevant personal data, performing these Terms and Conditions and providing the Services.

9. Security

The Company strives to ensure the security of user data and documents transmitted through the ESTP and used in the EIA process through the use of encryption technology. To protect privacy and property, users should not disclose and/or share account numbers, usernames, passwords, and biometric data with anyone. In addition, users should not access the Company's website or mobile application through any hyperlink attached to the email. The Company will never ask users to provide their account numbers, passwords or any personal information in emails.

10. Exemption

- a. To the fullest extent permitted by law:
 - i. The Company shall not be liable for any direct, indirect, incidental, special or incidental damages, losses or expenses, whether caused by negligence or otherwise, arising directly or indirectly from the use of the EIA and/or ESRP, errors in use or failure to provide use.
 - ii. For any errors, omissions or inaccuracies in the information and materials contained in or transmitted through the EIA and/or the ESTP, or any loss or damage arising from any person's use, reliance on, or inability to use the EIA and/or the ESTP, or for any operational error, interruption, delay in operation, incomplete transmission, lack of encryption or failure of encryption during transmission (including the uploading and downloading of biometric data), inability to receive the transmitted data or only partial receipt of the transmitted data, transmission blackout, the Company shall not be liable for any loss or damage of any kind incurred as a result of delay in transmission, line or system failure, computer virus, or any act or omission of the Contractor or any relevant Internet service provider. The Company shall not be liable for any direct, indirect, special, incidental or incidental damages arising therefrom.
 - iii. The Company shall not be liable for any loss or damage (including special, incidental or incidental loss and damage) arising directly or indirectly, if the circumstances arise from circumstances beyond the Company's reasonable control, including, but not limited to, any defects, errors, incompleteness, malfunctions, errors, unavailability or inaccuracies in the EIA and/or ESTP arising out of or in connection with the use of the EIA and/or ESTP.
 - iv. The Company shall not be liable for any performance, system or server failure or connection failure, error, omission, interruption, breach of security, virus,

malicious code, corruption, delay in operation or transmission, failure to receive or only partial receipt of data, transmission error, etc., even if the Company has been advised of the possibility of such problems, even if the Company has been advised of the possibility of such problems.

- b. The use of EIA and ESTP is entirely at the user's own risk. The Company makes no representations or warranties as to the accuracy, functionality or features of any Third Party Software used in conjunction with or as a result of EIA and/or ESRP.
- c. The use of the EIA and ESTP may be accompanied by the use of SMS and/or email. SMS and/or email messages will involve the use of Internet data, for which the user shall be solely responsible for such charges, including all cross-network, roaming and/or data roaming charges. Running GPS in the background can also significantly reduce battery life.

11. Indemnity

The User hereby agrees to fully and effectively indemnify and hold the Company harmless from and against any actions, liabilities, costs, claims, losses, damages, proceedings or expenses (including costs, costs and expenses of any kind on an indemnity basis) suffered or incurred by the Company directly or indirectly as a result of:

- a. access to and/or use of the EIA and ESTP by the user;
- b. The Company accepts and acts on any instructions given by the User through the use of the EIA and ESRP;
- c. Improper use or unauthorized use of the EIA and ESTP;
- d. The user's violation or non-compliance with these terms and conditions.

12. Modification

- a. The Company reserves the right in its discretion to modify any part of the terms contained herein and the programs, functions and features of the EIA and ESTP without prior warning or notice.
- b. After the modification of the Terms, the User shall be deemed to have agreed to and accepted the modification as long as the User continues to use the EIA and ESTP. If the User does not accept the terms and conditions contained herein and any amendments thereto, the User shall immediately cease using the EIA and ESTP.
- c. If the Company decides in its absolute discretion to terminate the EIA and/or ESTP or any of its programs, functions and/or features, the relevant part of the Terms and Conditions shall be void, except for the exclusion of liability and privacy.

13. Waiver

No failure or delay by the Company in exercising or enforcing any right or option under the terms set forth herein shall constitute a waiver of such right or option, nor shall it restrict, impair or prevent the Company from taking any action or exercising any right against the User, nor shall the Company be liable for any loss or damage arising therefrom.

14. Severability

Even if any one or more of the provisions of these Terms and Conditions shall be deemed invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not be affected or impaired in any way.

15. Third Party Rights

Except to the extent that Nova Credit Limited or TransUnion Hong Kong Limited and/or the Contractor shall have the right to enforce their rights, interests or interests as expressly defined in these Terms and Conditions, no person who is not a party to the agreement governed by the terms herein shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce the terms and conditions of the Contract.

16. Termination

The Company may terminate the User's use of the EIA and/or ESTP at any time without giving reason or notice.

17. Chinese

The terms and conditions contained herein are subject to the Chinese version. If there is any conflict between the different language versions of the Terms in the future, the Chinese version shall prevail.

18. Jurisdiction and Choice of Law

- a. The Company operates and maintains various services in Hong Kong. The services provided by the Company and all contracts entered into in respect of the Services are provided and entered into in Hong Kong and shall be conclusively deemed to be provided and entered into in Hong Kong.
- b. The terms contained herein shall be governed by the laws of Hong Kong. The User

agrees that any dispute shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.

19. Consent to use Nova Credit Limited (e.g. K Cash chooses Nova Credit Limited to assess your credit risk).

- a. You hereby consent and authorise Nova Credit Limited to access some or all of your credit data (including a reference to "Personal Data" herein) in the Nova Credit Limited Database from time to time ("Your Credit Data") for the following purposes:
 - i. to match some or all of your credit data with credit data provided by you to us and forwarded by us to Nova Credit Limited;
 - ii. collect responses to such questions from you and reconcile any information in any of your credit data with any information directly or indirectly, whether alone or in combination with other information sources, in part or in whole or in whole of your credit data;as part of the assessment of your credit risk in connection with your loan and/or credit card application to verify your identity and subsequently process, use and transfer the verification result and the resulting information to us;
- b. You agree that the collection, access, use, processing and transfer of your credit data by the Company and/or Nova Credit Limited shall not form the basis for any complaint, claim, action, demand or cause of action or other legal proceedings against the Company and/or Nova Credit Limited.

20. Consent to use TransUnion Hong Kong Limited (e.g. K Cash chooses TransUnion Hong Kong Limited to assess your credit risk).

- a. You hereby consent and authorise TransUnion Hong Kong Limited to access some or all of your credit data (including personal data contained herein) in the database of TransUnion Hong Kong Limited from time to time ("Your Credit Data") for the following purposes:
 - i. matching some or all of your credit data with credit data provided by you to the Company and forwarded by the Company to TransUnion Hong Kong Limited;
 - ii. collect responses to such questions from you and reconcile any information in any of your credit data with any information directly or indirectly, whether alone or in combination with other information sources, in part or in whole or in whole of your credit data;as part of the assessment of your credit risk in connection with your loan and/or

credit card application to verify your identity and subsequently process, use and transfer the verification result and the resulting information to us;

- b. You agree that the collection, access, use, processing and transfer of your credit data by the Company and/or TransUnion Hong Kong Limited shall not form the basis of any complaint, claim, action, demand or cause of action or other legal proceedings against the Company and/or TransUnion Hong Kong Limited.

Effective Date: February 2024