

PayLater@ Service Terms and Conditions (the "Terms")

These Terms contain terms of agreement about your use of the PayLater@ Service. If you and a Merchant agree that you will pay for goods and/or services on a deferred and interest-free basis, the PayLater@ Service will manage those instalment payments. The PayLater@ Service does not constitute a credit facility or an act of lending and is not a credit card or charge card. PayLater@ does not provide loans or any other credit to Customers.

These Terms form an agreement between you and HKT BNPL Limited ("**PayLater@**", "**we**", "**us**", "**ours**").

The "**PayLater@ Service**" enables you as a buyer, customer or user ("**you**", "**your**", "**Customer**") to agree with participating retailers, merchants, stores or owners of websites of online stores ("**Merchants**") that you may choose to make payment for goods and/or services ("**Merchant Services**") from the Merchants on a deferred and interest-free basis by way of instalment payments ("**Instalment Payment Scheme**").

Your agreement with Merchants on the Instalment Payment Scheme is contained in the "**Instalment Payment Scheme Agreement**". The Merchant Services will be governed by the Merchant's own separate terms and conditions ("**Merchant Terms and Conditions**").

The PayLater@ Service is provided by PayLater@ via the "**Platform**", being one or more technology platform – which may include one or more websites, software, mobile applications or application program interfaces – on or through which the PayLater@ Service is provided, whether by PayLater@ itself or in collaboration with third parties as PayLater@ may from time to time decide to use. One of the third party mobile applications is the Tap & Go Mobile App.

By registering with, or using, the Platform and PayLater@ Service, you agree to be bound by and subject to these Terms, and are deemed to have executed these Terms electronically. The headings contained in this document are for reference purposes only.

Depending on the way you access the Platform (which may or may not be through other related platform(s) (each a "**Related Platform**")), you may also be subject to other terms and conditions as applicable to you (such as the Tap & Go Payment Service Terms and Conditions if you access the Platform through your Tap & Go account) ("**Related Platform(s) Terms**").

1 PayLater@ Service and Platform

- 1.1 The PayLater@ Service provides a convenient way to enable you and a Merchant to agree that you may choose to make payment for Merchant Services using the Instalment Payment Scheme. The provision or facilitation of the Merchant Services will be governed by the Merchant Terms and Conditions.
- 1.2 The approval permitting you to pay for Merchant Services using the Instalment Payment Scheme for a particular transaction will be at the Merchant's sole discretion.
- 1.3 The approval of your use of the PayLater@ Service for each transaction, which is required to enable the Instalment Payment Scheme to be effected, will be at the sole discretion of PayLater@ and/or the Merchant and/or an Assignee (defined in Condition 20.3 below) in each instance. If you are unable to use the PayLater@ Service, you will be unable to use the Instalment Payment Scheme.
- 1.4 The PayLater@ Service may not be available for all purchases from Merchants of Merchant Services or for all Orders (as defined in Condition 2.1). In particular, PayLater@ may at any time vary or restrict the availability for which the PayLater@ Service will be available for any Order, including without limitation the types of purchases, and certain prescribed minimum or maximum purchase amounts.

2 Placing an Order to pay the Merchant by Instalment Payments

- 2.1 In order to use the PayLater@ Service in connection with the payment for Merchant Services, the Merchant will, via the Platform, provide you with order ("**Order**") information for you to complete and confirm. This Order information may be provided to you by you scanning a Quick Response ("**QR**") code.
- 2.2 The type of Order information you are required to complete and confirm is determined by PayLater@. The Order information for you to complete and confirm may be changed from time to time as determined by PayLater@ but will include: (a) your total Order amount; (b) a payment schedule ("**Payment Schedule**") displaying the amount and due dates for each deferred payment instalment ("**Instalment Payment**"); (c) any applicable on-Platform discounts / promotional code / coupons (which will be governed by separate and/or additional terms and conditions); and (d) your preferred Payment Method (defined in Condition 4.1 below) which shall be the Payment Method nominated by you as the "**Primary Card**" on record from time to time ("**Primary Payment Method**"). The Order information items make up the "**Order Payment Terms**".
- 2.3 You need to complete and confirm the Order Payment Terms before the Order can be processed. You agree that your completion and confirmation of the Order Payment Terms authorises PayLater@ to effect payments using your Primary Payment Method on record from time to time as the preferred means of payment on each due date specified in your Payment Schedule for collection of the applicable Instalment Payments in accordance with the Order Payment Terms. Further details are set out in Condition 11.
- 2.4 Once you have given your confirmation for an Order, PayLater@ will then confirm whether the PayLater@ Service may be used for the particular transaction. You acknowledge that PayLater@ may in its sole discretion impose special conditions on you, without giving you notice or reason, for your use of the PayLater@ Service or the Platform.
- 2.5 Once your Order is approved and completed as described in Conditions 2.1 to 2.3 above and once confirmation is given by you and PayLater@ (an "**Order Payment Confirmation**") (a) you are liable for the full amount of the Instalment Payments; and (b) the details of the Payment Schedule are also recorded for you in your Account (defined in Condition 4.1 below) on the Platform until you have fully repaid all Instalment Payments relating to that Payment Schedule. Your Payment Schedule and your Order Payment Confirmation are both hereby incorporated into these Terms.
- 2.6 PayLater@ may, at its discretion, permit you to change your Primary Payment Method notwithstanding that you have confirmed and completed the Order Payment Terms for a particular transaction. Subject to Condition 11, upon such change, all Instalment Payments for all Instalment Payment Schemes from time to time will be charged to the then Primary Payment Method on record.

3 Scope of the PayLater@ Service

- 3.1 The information constituting the Order Payment Terms originates from you and the Merchant. PayLater@ is not responsible for any origination errors.
- 3.2 The Merchant Services that you purchase from Merchants are the sole responsibility of the Merchants. PayLater@ is not responsible for any Merchant Services and does not give any representations or warranties in respect of Merchant Services.
- 3.3 All Payment Method (defined in Condition 4.1 below) details inputted by you on the Platform from time to time (including your Primary Payment Method) are chosen by you and involve third party payment providers such as card providers, merchant acquirers, payment processors and other financial institutions ("**Third Party Payment Providers**"). PayLater@ is not responsible for any late payment or non-payment of any Instalment Payment(s) by reason of a failure of your Primary Payment Method or other Payment Methods or of a Third Party Payment Provider.
- 3.4 Any fees charged by the Merchant for the use of the PayLater@ Service (if any) or by Third Party Payment Providers in connection with your Primary Payment Method (or other

inputted Payment Methods) do not represent any fees charged or intended to be charged by PayLater@ to any Customers in any way.

- 3.5 PayLater@ is not responsible for the solvency of, or for the obligations to be performed by, the Merchant, Third Party Payment Providers or any other person.

4 Who can apply for PayLater@ Account

- 4.1 By applying for a PayLater@ account ("**Account**"), you represent, warrant, confirm and declare that you fulfil the following eligibility criteria ("**Eligibility Criteria**"): (a) you are aged 18 to 70 years old; (b) you have a valid Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") identity card; (c) you are an authorised holder of an eligible type of credit card, or user of another payment method, in each case as may be accepted by PayLater@ from time to time ("**Payment Method**"); and (d) you are solvent and no bankruptcy, litigation or administrative proceedings are currently made or, to your knowledge, threatened against you nor do you have any arrangements with other lenders in each case which might affect your ability to pay the Instalment Payments and any other sum due under these Terms or the Instalment Payment Scheme Agreement.
- 4.2 Depending on the way you access the Platform, you may also be subject to other eligibility criteria in relation to or under Related Platform Terms as may be notified to you from time to time.

5 Requirements to set up your Account

- 5.1 If you wish to set up an Account ("**Activation**"), you must access the Platform. The access steps to take depend on the way you access the Platform. For example, access through a mobile application requires you to download and install the relevant application. Such a mobile application will also have its own terms of business that govern its use.
- 5.2 To set up your Account you need to provide, in form and substance satisfactory to PayLater@: (a) a copy image of your Hong Kong identity card; (b) your English name (if applicable) and Chinese name (if applicable); (c) your date of birth, gender and nationality; (d) your email address of which you are the registered user; (e) your residential address; (f) a mobile telephone number and which is registered in your name; and (g) other information or evidence from time to time required by PayLater@. Depending upon the Related Platform used, it may be possible for you to instruct the Related Platform to release information to PayLater@ rather than you submitting it afresh.
- 5.3 When you set up your Account you may choose to provide your Primary Payment Method using a Payment Method accepted by us. Otherwise, you may provide this information when you input your Order Payment Terms. The Primary Payment Method, whenever provided, must be in form and substance satisfactory to PayLater@.
- 5.4 You will be required to complete the authentication steps and other security procedures as may be designed by PayLater@ from time to time in order to complete the application and Activation of your Account. We may approve or reject any Activation request at our sole discretion, notwithstanding any fulfilment by you of the eligibility criteria set out in Condition 4. We are not required to provide any reason or explanation for our decision. In the event of such disapproval or rejection, you will not be able to use the PayLater@ Service.

6 Discounts

- 6.1 The use by you of promotional discounts ("**Discounts**") distributed by or through PayLater@ or the Platform shall be subject to separate terms and conditions that apply to the Discounts and (to the extent not inconsistent with those separate terms and conditions) this Condition 6 (together with the separate terms and conditions, the "**Discount Terms**"). By using the Discounts, you agree to be bound by the Discount Terms.
- 6.2 To use the Discounts, you are responsible for applying the Discount by entering in a voucher or promotional code. A Discount will be made directly at the Platform for a valid

voucher or promotional code accepted by us for each Order. The total amount payable by you will be discounted by the value of the Discount(s), with the remaining balance to be split into the number of Instalment Payment instalments shown in the Platform.

- 6.3 We and/or the Merchants have the absolute discretion to change the Discount Terms at any time. You are responsible for reviewing the prevailing Discount Terms before making any Order.
- 6.4 We reserve all rights to accept or refuse any voucher or promotional code for the use of any Discount for any reason. A Discount can only be used once for a single Order only.
- 6.5 You are responsible to ensure the voucher or promotional code entered by you is accurate and correct at the check-out payment page. You are also responsible to ensure that Discounts are applied before proceeding with payment. If you fail to do so for any reason, we shall not be liable or responsible for providing you the benefit of the Discounts in any form, and you shall not hold us, any Assignee (defined in Condition 20.3 below) or Merchant responsible to refund, reverse or otherwise void the Order in question.
- 6.6 You acknowledge that additional specific conditions may apply for the use of the Discounts, including without limitation the validity period for use, the minimum spend, and maximum value of the Discounts. We and/or Merchants may at any time unilaterally vary or adjust those conditions. Unless otherwise stated in those conditions, a Discount cannot be used in combination with any other Discount(s), promotion, or discount through the Platform.
- 6.7 You acknowledge that under no circumstances will Discounts be exchangeable, refundable, or substituted for cash, credit, other discounts, or any form of goods or services. If your Order is refunded (whether wholly or partially), and for any reason, we will not be responsible for refunding to you the Discounts in any part or any form.
- 6.8 We will also not be liable or responsible for providing you with any replacement Discounts, vouchers, codes, cash, credit, refunds, other discounts, or any form of compensation in any instances.
- 6.9 We reserve the right in our sole discretion to cancel, modify, limit, or revoke the use of any Discount at any time and for any reason.
- 6.10 Where a Discount forms part of the Order Payment Terms, partial refunds or partial cancellations will not be permitted unless otherwise expressly agreed to by PayLater@ and/or the provider or originator of the Discount.

7 Your general undertakings

- 7.1 You shall: (a) only have one Account at any given time; (b) not allow anyone else to use your Account; (c) not act fraudulently or maliciously and you will ensure that your Account is used in a responsible and lawful manner; (d) ensure each of your Payment Method inputted on Platform remains valid and has sufficient credit or capacity to fulfil all your payment obligations; (e) comply with these Terms, the Instalment Payment Scheme Agreement and other terms and conditions that you agree with the Merchant or any person in relation to your Payment Method inputted on the Platform; (f) to the fullest extent permitted by law, cooperate with us and the Assignee (defined in Condition 20.3 below) in the event of any investigation performed by PayLater@, the Assignee, any Third Party Payment Provider or any legal, governmental or regulatory authority in relation to any transaction, payment or matter related to your Account.
- 7.2 From time to time upon our reasonable request, you agree to provide us in a timely, truthful and non-misleading manner with any information or document that we may reasonably require: (i) to enable us to comply with all applicable laws, rules, regulations, codes, guidelines and circulars as well as our policies and procedures; and (ii) in order for or in connection with the provision of the PayLater@ Service, including without limitation to process payments, repayments and Refunds (defined in Condition 13 below) and to resolve disputes.

- 7.3 You confirm that all documentation and information provided to us, whether in relation to your Activation request or afterwards, was or will be truthful, accurate and complete at the time it is provided. If the documentation or information subsequently becomes untrue, inaccurate or incomplete, you will promptly inform our Customer Service Centre (see Condition 19 for details). Until such time as we have received and processed written notice of any change to your details, we will be entitled to rely on, and act upon, the information we hold about you then prevailing at the time.

8 Customer due diligence

- 8.1 We may around the time of (or as soon as reasonably practicable after) Activation, and subsequently from time to time, conduct any checks as applicable and/or necessary under applicable laws and regulations or our policies to determine whether you, as the registered Account holder (as the case may be), are a person listed on any applicable or relevant sanctions list or such other list issued by any governments, organizations or authorities in any jurisdictions for the purposes of complying with all applicable anti-money laundering and counter-terrorist financing laws, rules, regulations, codes, guidelines and circulars. You agree to authorise us to conduct checks and to make, directly or indirectly through third parties, any inquiries necessary to verify your identity, to assess your capability to make payments under the Instalment Payment Scheme at any time, and/or as required by applicable laws or regulatory requirements. You further agree and authorise us to share such information with the Merchant, our affiliates, the Assignee and/or any other third party as may be relevant and/or necessary for the provision of the PayLater@ Service without further consent from you.

9 Passwords

- 9.1 As the Platform can be used for applications, repayments and/or other matters concerning your Account, you must keep your mobile and electronic devices and your passwords and other security details (including any login credentials or any one-time passwords issued by us, card issuer or Third Party Payment Provider) secure and you must not disclose any of your other security details to anyone else. All instructions received under or in connection with your Account through the Platform shall be valid and binding on you and you shall be fully responsible for such instructions whether or not such instruction is in fact authorised by you.
- 9.2 If you suspect that your password or any other security details has been leaked or you have lost your mobile or electronic device, you must immediately change your password and the relevant security details and notify us promptly by contacting our Customer Service Centre (see Condition 19 for details). Upon your request, we will arrange to disable your Account as soon as reasonably practicable. You will not be required to bear any loss or liability arising from any unauthorized transactions through your Account after it has been disabled.
- 9.3 After Activation, we will under no circumstances contact you to request your password or security details and we will not ask anyone else to do so on our behalf. If you receive such a request, you must not supply your password or security details in any circumstances and you should report it to our Customer Service Centre (see Condition 19 for details) immediately.

10 Technical requirements and restrictions

- 10.1 You are responsible for ensuring that your mobile or electronic device or web browser meets any minimum requirements prescribed by us from time to time and is compatible with the scanner function (or similar function) of the Platform.
- 10.2 PayLater@ may change or limit the availability of, or suspend, the PayLater@ Service or the Platform or certain functions thereof from time to time, if this is necessary to carry out security or maintenance measures of the Platform or for any other reason. You may not be able to use the Platform (and therefore the PayLater@ Service) until you have downloaded the latest version and accepted any new or amended terms.

- 10.3 You must (a) only install and use the Related Platform(s) in accordance with the applicable Related Platform Terms; (b) ensure that you comply with any local laws, rules, regulations, and these Terms on the downloading and/or use of the Platform; (c) not use the Platform in any unlawful, fraudulent, malicious, abusive, libellous, obscene or threatening manner or in any manner which would be inconsistent with these Terms or which would cause or result in any damage or loss to or interfere, overburden, impair or adversely affect PayLater@ (whether monetary, reputation or otherwise), PayLater@ Service, Platform, the Related Platform(s) or would cause PayLater@ or the Related Platform(s) to breach any applicable laws, rules and regulations; (d) not collect, collate or harvest any information or data from the PayLater@ Service or attempt to decipher any transmissions to or from the servers running the Platform or the Related Platform(s) or attempt to use such information or data to create, amend or update your records or for any commercial or non-personal use such as marketing or promotional activities or sharing any such information or data with anyone else.

11 Authorisation of Payment Methods

- 11.1 Subject to Condition 11.3, each Instalment Payment of Instalment Payment Schemes entered into between you and Merchants from time to time will be automatically settled in accordance with relevant Payment Schedule by your Primary Payment Method on record as of the due date of such Instalment Payment. You agree to authorise and instruct PayLater@ and/or any Assignee and/or the Merchant to charge each Instalment Payment on the due date set out in the relevant Payment Schedule to and/or effect other payment from the Primary Payment Method on record at the relevant time specified in your Payment Schedule in your Account.
- 11.2 You agree that each of PayLater@, any Assignee and the Merchant are able to collect or reverse variable payment amounts from or to your Primary Payment Method in your Account, in accordance with your Payment Schedule and these Terms.
- 11.3 If you have inputted details of a number of different Payment Methods onto the Platform, the Payment Method designated by you as "Primary Payment Method" (or as "**Primary Card**") will be used as the first and preferred payment method for each Instalment Payment (or if you have not designated which Payment Method is your "Primary Payment Method", the Payment Method that you have first provided will be deemed to be the Primary Payment Method). In the case where the Primary Payment Method on record at the relevant time does not settle a particular payment due on your Account, PayLater@, an Assignee or the Merchant may in its sole discretion attempt to effect payment by any of those other Payment Methods. None of PayLater@, the Assignee or the Merchant shall be liable for any losses incurred by reason of such attempt(s).
- 11.4 If your Account is subject to late or rejected payments, you agree to settle, and authorise and instruct PayLater@, any Assignee or the Merchant to charge or otherwise process payment, at any time on or after the relevant due date of the missed Instalment Payment, by your Primary Payment Method (and any other Payment Method details of which you have inputted onto the Platform) without any further notice or consent from you the total amount of any missed Instalment Payment and any outstanding Administration Fee (defined in Condition 12.2 below). Your agreement and authorisation permits PayLater@ and/or any Assignee and/or the Merchant to continue to attempt to charge credit cards or effect other payments multiple times. None of PayLater@, the Assignee or the Merchant shall be liable for any losses incurred by reason of the attempt(s).
- 11.5 PayLater@ has the sole discretion to (a) limit the number of credits cards used to fulfil your payment obligations; (b) reject or refuse to accept any payment made by you in respect of any Order; and (c) place any additional limitations on you, Merchants or other persons, credit cards, Payment Method, devices and/or accounts as PayLater@ may deem fit and reasonable.
- 11.6 You may (if so agreed with PayLater@) make early payment of any Instalment Payment prior to the due date set out in the Payment Schedule. If you choose to do so, you may give such instructions to PayLater@ through the Platform.

12 Non-payment of Instalment Payment and Administration Fee

- 12.1 If any Instalment Payment is not paid nor successfully processed or charged to your Primary Payment Method for whatever reason on or before 09:00 (Hong Kong time) on the relevant due date as specified in your Payment Schedule, your Account may be immediately suspended which means that you will not be able to initiate any new purchases ("**Suspension**"). Neither PayLater@ nor any Assignee will be liable or responsible for any loss or damage of any sort incurred as a result of or associated with the default of your payment obligations in accordance with Instalment Payment Scheme.
- 12.2 If PayLater@ cannot successfully effect payment, process or charge the Instalment Payment through your Primary Payment Method for whatever reason before 09:00 (Hong Kong time) on the next date of the relevant due date as specified in your Payment Schedule (including if the Primary Payment Method is declined), PayLater@ will charge to your Account an "**Administration Fee**" in respect of that Instalment Payment. PayLater@ publishes a fee schedule which contains the amount of the Administration Fee. PayLater@ may in its sole discretion unilaterally revise its fee schedule from time to time and any revision of the Administration Fee shall be binding on you. The current fee schedule is available from the Platform and PayLater@'s website at www.pay-later.com.hk/Question , and is also available from PayLater@ upon request. You will be notified of any change to the Administration Fee.
- 12.3 You acknowledge that a disapproved, late or rejected payment may occur as a result of you not updating your Account with all changes to your personal, credit card information and/or your Payment Method information.
- 12.4 You acknowledge and agree that without further notice to you or any consent from you, PayLater@, the Merchant and/or any Assignee may appoint third party collection agencies to carry out and enforce any actions in relation to any outstanding payments owed by you to PayLater@, the Merchant and/or any Assignee under these Terms. You shall be responsible for any fees, out-of-pocket expenses and other liabilities relating to the appointment and enforcement.

13 Refunds

- 13.1 The Merchant is responsible for determining all requests for refunds or cancellation of one or more future Instalment Payments, in each case whether in whole or in part (a "**Refund**").
- 13.2 You are responsible to liaise directly with the Merchant if there are any disputes relating to the Merchant Services.
- 13.3 Any request for a Refund by you shall be made directly to the Merchant.
- 13.4 If the Merchant agrees to a Refund or to a reduction or cancellation of a future Instalment Payment, the Merchant will initiate and effect the Refund through the Platform.
- 13.5 You are not allowed to have any settlement in any form (including cash settlement) in respect of Refunds with a Merchant outside of the Platform.
- 13.6 You agree that PayLater@ has the right to require receipt of funds from the Merchant before making any Refund that would otherwise expose PayLater@ to credit risk against the Merchant. Neither PayLater@ nor any Assignee shall be liable if a Refund (whether in whole or in part) is not provided to you as a result of the Merchant's balance as maintained with PayLater@ at the relevant time being insufficient to support such Refund. You acknowledge and agree to not hold PayLater@ and/or the Assignee responsible in such circumstances.
- 13.7 You agree to any particular procedure to effect a Refund (such as which future Instalment Payment(s) to reduce in respect of a partial cancellation) as determined by PayLater@ and the Merchant (or, in the event of dispute between them or of delay, by PayLater@ acting reasonably). This means that if a Merchant agrees to a Refund, you may not receive a

payment – instead the Refund may be effected by reducing the amount of one or more of your future Instalment Payments. You understand and accept that a Refund may be made against your next or last Instalment Payment (to be determined at PayLater@’s discretion).

- 13.8 Until the Refund has been processed through the Platform, you will remain fully liable for the full payment of the Merchant Services. All Instalment Payments will continue to be processed in accordance with the dates set out in your Payment Schedule.
- 13.9 Subject to the above, where Refund is made by way of payment of cash amount, PayLater@ or an Assignee will pay over the relevant cash amount to you via the same Payment Method by which the payment was originally made and your Account will be updated to reflect the Refund. If we are unable to effect the Refund payment by the same Payment Method then we will effect the Refund by way of issuing a cheque to you.
- 13.10 The time to make a Refund to you will vary based on the Merchant, the nature of the Refund, the Payment Method and any applicable payment system rules and practices. The time to make a Refund will also depend upon the rules and procedures that govern the Platform and PayLater@ Service, **which may mean that in some cases an Instalment Payment will need to be made by you and then subsequently refunded.** You acknowledge that there might be delay between the Merchant agreeing the Refund and the effecting of the Refund. Neither PayLater@ nor an Assignee is responsible for any delays in a Refund caused directly or indirectly by any Merchant(s) or by any Third Party Payment Provider(s) in relation to your Payment Method, or for any loss caused by an Instalment Payment first being made and then subsequently being refunded. You acknowledge and agree to not hold PayLater@ and/or the Assignee responsible for such delays.

14 Cancellations

- 14.1 In certain circumstances agreed between us and the Merchant, we may cancel a transaction which was previously accepted to be paid for under the PayLater@ Service. The cancellation may involve us reversing previous charges made under a Payment Method (so that your previous payment is returned to you).
- 14.2 Where we cancel a transaction, you will be obliged to pay directly the Merchant the outstanding total amount due for the Merchant Services relating to the cancellation.

15 Account Suspension and Termination by PayLater@

- 15.1 Your eligibility to use the PayLater@ Service is assessed and determined upon each Order you make and on an ongoing basis at our sole and absolute discretion. We reserve the right to deny, suspend or terminate provision of the PayLater@ Service or your Account at any time and for any reason without your consent or prior notice to you, and you acknowledge that you shall have no right of recourse or appeal against such decision. Without limiting the generality of this Condition, we reserve the right to limit, suspend or terminate your Account: (a) if we reasonably believe you are in breach of these Terms, an Instalment Payment Scheme Agreement or the Merchant Terms and Conditions or rules of Third Party Payment Providers or do not or cease to continue to meet any Eligibility Criteria or other eligibility criteria in relation to or under Related Platform Terms; (b) if you fail to pay any amounts or fees (whether in whole or in part) required under these Terms; (c) if we reasonably believe your Account, your use of PayLater@ Service, any Order or Payment Method of yours is subject to any security issue or actual or suspected fraud, illegality or uses inconsistent with the intended purposes of the Platform and PayLater@ Service; (d) if we reasonably believe you have put us or HKT Limited, its subsidiaries, affiliates and associate companies (“**HKT Group**”) in a position where an HKT Group member might breach or violate a law, regulation, code or other duty that applies to it or may otherwise be exposed to action, sanction or censure from any government, regulator or law enforcement agency, whether relating to maintaining your Account or providing you with the PayLater@ Service or to something unrelated to the Account or the PayLater@ Service; (e) if we reasonably believe you have given us any false, inaccurate, or misleading information about yourself at any time; (f) if we reasonably believe you have committed or attempted to commit fraud against us; and (g) if your account with a Related Platform is abnormal, inactive, blocked, suspended or being deleted for whatever reasons.

- 15.2 We shall not be liable or responsible in any way for any losses of any kind that you may incur as a result of your Account being suspended or closed for any reason.
- 15.3 In the event your Account is suspended or terminated (howsoever arising): (i) you remain liable for all obligations related to your Account and liable to pay all outstanding amounts due on your Account; and (ii) upon demand by the person to whom those amounts are owed, you shall immediately pay any or all remaining Instalment Payments of any or all Instalment Payment Scheme Agreements entered into between you and any or all Merchants regardless of the due dates of the original Payment Schedules under the Instalment Payment Scheme Agreements. You agree that such payment may be affected by PayLater@, any Assignee or the Merchant charging or otherwise processing the payment by any Payment Method (as the case may be). You can contact our Customer Service Centre (as set out in Condition 19) to check your PayLater@ account information including but not limited to Instalment Payment details.
- 15.4 If you applied for and have been accessing PayLater@ Service through a Related Platform, and if your account of or access to such Related Platform is abnormal, terminated, blocked, suspended or deleted for whatever reason, you may not be able to use such Related Platform to access the Platform or certain functions hosted thereon (such as placing new Orders or viewing account information). In such case, you can contact our Customer Service Centre for assistance. PayLater@ will not be liable for the unavailability or limited availability of any Related Platform and you remain liable for all of your Instalment Payment under the Instalment Payment Scheme Agreement and other payment obligations under these Terms. If we decide that the PayLater@ Service may only be accessed through a Related Platform(s), then the unavailability or limited availability to you of that Related Platform(s) means that you may not be able to access the PayLater@ Service.

16 Account Termination by Customer

- 16.1 You may request us to terminate your Account if we are satisfied that: (a) you have paid in full all amounts or fees due to us or the Assignee and as required under these Terms and under the relevant Instalment Payment Scheme Agreement; (b) you are not subject to any actions, proceedings, investigations or disputes arising out of or in connection with your Account and your use of the PayLater@ Service and the Platform or any Instalment Payment Scheme between you and the Merchants; (c) there are no outstanding Refunds, chargeback requests or disputes that are still pending processing; and (d) you have notified us to terminate your Account by submitting a request to us via the Platform or by contacting the Customer Service Centre (see Condition 19 for details).
- 16.2 Where you have satisfied the requirements in Condition 16.1 above (as determined in our sole discretion), the Account will terminate within fourteen (14) business days of the later of: (i) our receiving your notification to terminate; and (ii) the date those requirements were satisfied. You will not be able to use the PayLater@ Service after your Account has been terminated under Condition 15 or this Condition 16. Any benefit or services linked to the PayLater@ Service will stop upon the expiry of the aforementioned notice period.

17 Intellectual Property

- 17.1 We hereby grant you a royalty-free, non-transferable and non-exclusive licence to the extent required to use the PayLater@ functions on our Platform on your mobile or electronic device, subject to these Terms as well as any other applicable terms and conditions that we may notify you from time to time. We reserve all other rights. The licence will automatically terminate upon the termination of the provision of the PayLater@ Service to you or your Account.
- 17.2 All intellectual property in and to the PayLater@ Services and Platform and all web pages on the Platform, including the information, software, applications, images, links, sounds, graphics, video and other materials displayed or made available on the Platform and the functionalities or services provided on the Platform (collectively "**Materials**") are owned, licensed to or controlled by us, our licensors or our product or service providers. We

reserve all rights to enforce our intellectual property to the fullest extent. All of our or our affiliates' trademarks, service marks, graphics and logos used in connection with the Platform, the PayLater@ Service and other services of the HKT Group are trademarks or registered trademarks of us or our affiliates (as the case may be). Other trademarks, service marks, graphics and logos used in these platforms may be the trademarks of their respective owners. No licence for the use of any intellectual property rights or trademarks is granted to you under these Terms unless expressly stated. Unauthorised use of the aforesaid intellectual property rights or trademarks in any manner is strictly prohibited.

- 17.3 You shall not reproduce, reverse engineer, decompile, disassemble, alter, separate, sell, rent, sub-license, distribute, republish, display, broadcast, hyperlink, frame, mirror, transfer or transmit or vary, alter or remove any intellectual property, copyright, trademarks or other protective notice in any part of the Platform or any Materials without our prior written approval or that of the relevant intellectual property owners.

18 Notice

- 18.1 You agree that we may use any contact information provided by you and kept in our records (including without limitation address, telephone number and email address etc.) from time to time to communicate with you (whether through letters, telephone calls, text messages, email, notification on the Related Platform(s) or any other means). Unless otherwise specified by us, you will be deemed to have received a notice given by us: (a) immediately after making it available on Platform (if communicated by display); (b) immediately after sending it to the mobile phone number or email address last notified in writing by you (regardless of whether or not the email is received into your "junk" folder of your inbox); (c) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally); or (d) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong.
- 18.2 Communications sent by you to us will be deemed to have been received by us on the day of actual receipt.

19 Customer Service Centre

- 19.1 If you need any assistance or wish to raise a complaint regarding your use of the Platform and/or the PayLater@ Service, please call our Customer Service Centre by phone at 2888 5322 or by email at customerservices@pay-later.com.hk.

20 Transfers or Assignments

- 20.1 You shall not transfer or assign any of your rights and/or obligations under these Terms without our prior written consent.
- 20.2 We may transfer, assign or novate these Terms, and any rights, obligations and conditions under these Terms, to a third party without your consent or notice.
- 20.3 You acknowledge and agree that the Merchant will sell and irrevocably assign to an assignee who will be PayLater@ or a third-party assignee designated by PayLater@ from time to time (such assignee, the "**Assignee**") the Merchant's rights to receive the outstanding Instalment Payments set out in your Payment Schedule without prior notice to or consent from you. You agree to collection of the Instalment Payments by an Assignee (or its agents). An Assignee may further assign its rights without prior notice to or consent from you.
- 20.4 This sale and assignment means that your payment method may show PayLater@ or another Assignee as the payee (rather than, for example, the Merchant).

21 Changes to these Terms

- 21.1 We may at any time vary, amend or modify any of these Terms unilaterally by notifying you of such change in accordance with Condition 18 when you next use the Platform. Any

new or amended terms may be displayed on-screen or notified by PayLater@ via eDM, SMS or by any other means as PayLater@ deems appropriate and it is your responsibility to check frequently on the Platform for the updated or latest Terms. You may be required to read and accept the new or amended terms to continue your use of the Platform. By continuing to use the Platform following such modification to these Terms, you agree to be bound by such variation, amendment or modification. We may also notify you through other means in accordance with Condition 18. These Terms may be amended without requiring the consent of any member of the HKT Group, any Assignee or any Merchant.

- 21.2 Additional terms and conditions may apply to purchases of goods or services, such as under the Instalment Payment Scheme Agreement, and to specific portions or features of the Platform. You agree to abide by all such terms and conditions.

22 Indemnification

- 22.1 You assume all risks in relation to the use of the PayLater@ Service and agree to release, defend, indemnify, and hold harmless PayLater@, each Assignee and Merchant and Related Platform, or its or their holding companies, subsidiaries, operators, partners, affiliates, officers, directors, employees and agents, representatives and/or any third parties providing services for and/or on behalf of PayLater@ or an Assignee or a Merchant (together, "**Indemnified Parties**") from and against any claims, liabilities, damages, disputes, offsets, counterclaims, losses, expenses, actions, demands or judgments, including without limitation legal and accounting fees and debt collection and enforcement costs, fees and expenses, arising out of, related to, or resulting from your use of the Platform, the PayLater@ Service, the Instalment Payment Scheme and/or your breach of these Terms.

23 Limitation of Liability

- 23.1 You acknowledge that your use of the PayLater@ Service and Platform is at your own risk. The PayLater@ Service and the Platform (including any third party software which the PayLater@ Service and the Platform may use) are provided to you on an "as is" basis without representation, guarantee or warranty of any kind, whether it is express, implied, or statutory. Without limiting the foregoing, PayLater@ specifically disclaims any warranty or condition of any kind, express, implied, common law or statutory, including but without limitation to any implied warranty of title, licenseability, data accuracy, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, continuity of the Platform or PayLater@ Services, connectivity of the Platform or PayLater@ Services or any application, website, product or service provided or used in connection with the Platform or PayLater@ Services, will be error free or operate without interruption. For the avoidance of doubt, the Indemnified Parties will not be liable if any device, hardware or software that Merchant or any other person uses in connection with the Platform and/ or the PayLater@ Service becomes damaged, corrupt or fails to function.
- 23.2 PayLater@ makes no representations, warranties or guarantees as to content or material on the Platform that is provided by, or any product or services advertised or offered by Merchants, third-parties and other internet-based resources. PayLater@ is not responsible for the content or accuracy of any off-site pages or any other sites linked to the Platform.
- 23.3 Without prejudice to Condition 23.4, the Indemnified Parties will not be liable under the following circumstances: (a) any feature of the PayLater@ Service, Platform and/or Related Platform ("**Systems**") is varied or limited from time to time or do not meet all of your requirements or expectations; (b) any Systems contain any errors or defects; (c) you are unable to receive notifications from any Systems or access any Systems or any service provided by third party service providers in connection with the PayLater@ Service and Platform (including Merchants and Third Party Payment Providers) because of interruptions, errors, failures or delays in any hardware, system, network, software, transmissions due to internet traffic, or incorrect, corrupted or delayed data transmission due to the public nature of the internet, system failures or upgrades or maintenance or for other reasons; (d) any device, hardware or software that you use in connection with any Systems becomes damaged, corrupt or fails to function as a result of the transmission of any viruses or other contaminating or destructive properties from any Systems; or (e) you have sent, received

or shared inappropriate content or breached the rights of another person during the course of your use of the Platform, the PayLater@ Service, Related Platform and/or the Materials.

- 23.4 Under no circumstances will the Indemnified Persons be liable to you or any other person for any loss of profit or interest, indirect or consequential losses arising from or in connection with our providing, or failure or delay in providing, the PayLater@ Service even if the Indemnified Parties have been advised of the possibility of such losses, and losses that are unpredictable in nature.
- 23.5 In any event, the aggregate liability of the Indemnified Parties to you for all claims arising out of or related to the Terms, the use of the Platform, the PayLater@ Service, the Instalment Payment Scheme, the Materials, or PayLater@'s liabilities to third parties arising from any source, whether in tort, contract, equity or otherwise, will not exceed the lower of: (a) the amount of any affected Order(s) giving rise to such damages, or (b) the amount of five hundred Hong Kong dollars (HK\$ 500) for each affected Order(s).
- 23.6 Nothing in these Terms limits the liability of any person to you for fraud on the part of that person, or for death or personal injury.

24 Fees, charges and taxes

- 24.1 To the extent permissible under the applicable laws and regulations, we may charge you an Administration Fee as set out in Condition 12 above, or any other fees or charges determined by us at our sole discretion from time to time.
- 24.2 You acknowledge that we and other members of the HKT Group may from time to time pay to or receive from our business partners (including Merchants) fees or commissions in connection with the PayLater@ Service. Fees and commissions may relate to usage, provision of services, sales and marketing arrangements or other activities.
- 24.3 We are not the Customer's agent in respect of the receipt or payment of any fees or commissions.
- 24.4 We do not charge any general fee for the download and/or use of the Platform. However, your use of the PayLater@ Service may incur charges when you use SMS, data and/or make telephone calls. You will be responsible for the charges associated with using the data service on your mobile or electronic device when you use the Platform (such as charges for internet, SMS and/or telephone calls, etc.). Please check with your mobile and internet service provider for details of any usage fees.
- 24.5 You shall bear and pay all taxes (including goods and services taxes) imposed under any applicable laws and any matters relating to tax or additional fees arising from your use of PayLater@ Service, including without limitation payment of any fees or commission incurred in connection with any exchange of monies associated with any transaction.
- 24.6 Please refer to the Platform, the Related Platform(s) or any other website as we may notify you from time to time if you would like to find out details about our fees and charges.

25 Force Majeure

- 25.1 A party shall not have any liability under or be deemed to be in breach of these Terms for any delay or failure to perform the party's obligations under these Terms (other than an obligation to make payments), either in whole or in part, where the delay or failure is due to causes of force majeure or beyond the reasonable control of that party, or which is not occasioned by its fault or negligence, including war, the threat of imminent war, riots, terrorist attacks or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other government agency, or any other industrial or trade disputes, fires, explosions, storms, floods, earthquakes, interruption or stoppage of internet service and other natural calamities.
- 25.2 Without prejudice to any other rights or remedies a party may have, you acknowledge and agree that damages may not be an adequate remedy for any breach of these Terms and

PayLater@ shall be entitled to the remedies of injunction, specific performance and other equitable relief (but for the avoidance of doubt no right of rescission) for any threatened or actual breach of these Terms.

26 General Provisions

- 26.1 These Terms (as amended from time to time) are valid and effective until your Account is terminated and all amounts due to us and/or Merchants have been paid. The following provisions of these Terms shall survive termination of your use or access to the PayLater@ Service and after all outstanding payments due to us and/or Merchants have been paid: Conditions 3 (Scope of the PayLater@ Service), 7 (Your general undertakings), 8 (Customer due diligence), 9 (Passwords), 10 (Technical requirements and restrictions), 13 (Refunds), 17 (Intellectual Property), 22 (Indemnification), 23 (Limitation of Liability), 26 (General Provisions), 28 (Third party rights), 29 (Governing law and jurisdiction) and any other provision that by its terms or implication survives termination of your use or access to the PayLater@ Service.
- 26.2 If any provision, portion or part of these Terms is held or determined to be invalid or unenforceable, the invalid or unenforceable provision, portion or part shall be given effect to the greatest extent possible and the remainder of these Terms will remain in full force and effect. The remainder of these Terms shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though that invalid or unenforceable provision (or portion thereof) were not contained in these Terms.
- 26.3 You expressly acknowledge that you have read these Terms and understood its provisions, and the parties agree that these Terms and the Instalment Payment Scheme Agreement together constitutes the entire agreement between them with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth in those documents.
- 26.4 No failure on our part to exercise and no delay on our part in exercising any right under the Terms will operate as a release or waiver of those rights.
- 26.5 Any Chinese translation of these Terms is provided for your reference only. This English version shall prevail in case of any inconsistency or ambiguity between the English and the Chinese versions.

27 Your information

- 27.1 When you activate your Account and when you use the Platform, we will collect your personal data, which will be used for various purposes, including without limitation facilitating the opening or continuation of your Account and the provision of or continued provision of PayLater@ Service to you. The collection, use, transfer, processing, retention and maintenance of your personal data by us will be in accordance with the Privacy Statement of the HKT Group at the HKT Group website (https://www.hkt.com/privacy-statement/for_customers/index.page?locale=zh), the Personal Information Collection Statement of PayLater@, where applicable (collectively, the "**Privacy Statements**"). Please carefully read and understand the terms of the Privacy Statements before providing your personal data to us.

28 Third party rights

- 28.1 Save for us and any other member of the HKT Group, any Assignee and any Merchant, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of these Terms and/or benefit from these Terms.
- 28.2 Any member of the HKT Group, any Assignee and any Merchant may enforce any rights it has under these Terms.

29 Governing law and jurisdiction

- 29.1 These Terms are governed by the laws of Hong Kong. The courts of Hong Kong have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Terms and accordingly any legal action or proceedings arising out of or in connection with these Terms may be brought in those courts only.