

## Terms and Conditions for JETCO Cardless Withdrawal Service

The JETCO Cardless Withdrawal Service (the "**Service**") is provided to you by Nanyang Commercial Bank, Limited (the "**Bank**", "**we**", "**us**" or "**Our Bank**").

Please read these terms and conditions carefully before using the Service. By your continuing to use the Service, you shall be deemed to have accepted these terms and conditions and agreed to be bound by them. Our Bank's "Conditions for Services", " Important Notice and Data Policy Notices ", "General Information", "Terms and Conditions and Important Statements for Personal Mobile Banking and Internet Banking Services" and other applicable terms and conditions, rules and provisions (collectively known as the "**Existing Terms**") are also applicable to the Service. In case of conflict between the Existing Terms and the terms and conditions of the Service, the terms and conditions of the Service shall prevail.

If you do not agree to these terms and conditions, you shall not access or use the Service or any of its features.

### Scope of Service

1. You may provide withdrawal instructions to the Bank through the mobile app as designated by the Bank from time to time and withdraw cash by scanning the QR code on a JETCO Cardless Withdrawal ATM without an ATM card.
2. You acknowledge and agree that in order to use this Service, you must meet the following requirements:
  - i. You must use the Service through the mobile app designated by the Bank from time to time;
  - ii. You must install and activate the mobile app from time to time as designated by the Bank on a mobile device with camera functionality to allow the mobile app to have access to the camera function on the mobile device; and
  - iii. You already have a designated mobile phone number for receiving SMS from the Bank.
3. You agree to comply with the following requirements when using the Service:
  - i. You shall provide all your withdrawal instructions through the mobile app as designated by the Bank from time to time.
  - ii. You shall provide your withdrawal instructions from a designated bank account. The Bank has the discretion to determine which currency is eligible to be the withdrawal currency and which types of bank accounts are eligible as the designated bank account. The withdrawal instructions provided by you as recorded by the Bank via the mobile app, shall be final and binding on you.
  - iii. After you have provided a withdrawal instruction from a designated bank account, the Bank will send you a SMS one-time verification code to your registered mobile phone number. After validation, in order to withdraw cash in accordance with the withdrawal instructions, you shall visit any JETCO Cardless Withdrawal ATM using the mobile app installed on

your mobile device to scan the QR code generated by the JETCO Cardless Withdrawal ATM to withdraw cash.

- iv. Once you have activated the camera on the mobile app and have scanned the QR code of the JETCO Cardless Withdrawal ATM, you may not vary or revoke the withdrawal instructions. The Bank shall not be liable in connection to any revision or revocation of any withdrawal instruction.
- v. The validity period of the QR code of the JETCO Cardless Withdrawal ATM is 20 seconds. If you do not withdraw the cash from the JETCO Cardless Withdrawal ATM within the validity period, the withdrawal instruction will expire and shall automatically lapse without the Bank providing you with any further notification. In such a case, the Bank will not and is not obliged to proceed to act on such withdrawal instruction and shall not be liable in connection therewith.
- vi. You should ensure that there are available and sufficient funds in the designated bank account. A SMS notification will be sent by the Bank to your designated mobile number if the transaction is successful.
- vii. You shall ensure that the daily aggregate amount of cash withdrawn through the Service does not exceed a maximum amount as prescribed by the Bank, which may be revised from time to time by the Bank and set out on the Bank's website.

4. You shall ensure that the withdrawal instructions and the information therein provided to the Bank are true, complete and accurate in all respects and authorize the Bank to use such information and details to provide you the Service.

5. The Bank shall be under no obligation to verify the truth, accuracy or completeness of any information supplied by you in your withdrawal instructions and the Bank will not incur any liability arising out of or in connection with any incorrect, inaccurate or incomplete information. You hereby consent and authorize the Bank to use and/or communicate such information and details with JETCO, the network operators and/or such other third-party service provider(s).

6. You shall comply with all relevant applicable laws, rules and regulations in your dealings with the Bank under the Service and shall provide, in a timely manner, any information (or verification thereof) that the Bank deems necessary to comply with any requirement imposed on the Bank by laws, regulations and international agreements.

### **Debiting from the designated bank account**

7. By placing a withdrawal instruction, you authorize the Bank to debit directly from your designated bank account the withdrawal amount specified in the withdrawal instruction along with the related fees and charges (if applicable). All fees and charges related to the Service will also be debited from the designated bank account or any of your other accounts with the Bank when due.

### **Withdrawal Limit**

8. The Bank shall be entitled to impose or amend any of the minimum or maximum amount of each withdrawal instruction and the daily aggregate withdrawal limit of the Service, which will be set out

on the Bank's website. For details, please refer to the Bank's website. Withdrawal instructions will be rejected if the minimum or maximum aggregate withdrawal limit of the Service is exceeded.

9. You acknowledge that apart from the overall withdrawal limit set by the Bank under Clause 8 of these terms and conditions, the transactions will also be subject to the minimum or maximum transaction limit for each JETCO Cardless Withdrawal ATM which may vary depending on the withdrawal policy of JETCO and/or other network operators. The withdrawal instruction at a JETCO Cardless Withdrawal ATM will be rejected if such transaction limit is not complied with.

### **Suspension or Termination of the Service**

10. The Bank may at its discretion restrict, suspend or terminate all or any part of the Service at any time without notice or after giving reason to you if the Bank has reasonable grounds for doing so and the Bank shall not be liable for such act.

11. You are entitled to suspend or terminate mobile banking services provided that you have complied with the Bank's rules.

12. Save and except for the circumstances set out in Clauses 10 and 11 of these terms and conditions, the Bank shall use its reasonable endeavour to provide prior notice (whether in electronic or paper form) to you of any changes, amendments to, suspensions, restrictions or terminations of the Service. However, due to those circumstances as set out in Clause 19 of these terms and conditions, you accept that prior notice may sometimes not be practicable and therefore not be given.

13. The Bank may, at its sole and absolute discretion and without prior notice, suspend or terminate the Service immediately if the Bank decides that you are at any time in breach of any provision of these terms and conditions or any other related terms and conditions and agreements.

14. To the maximum extent permitted by applicable laws and regulations, the Bank shall not be liable for any loss or damage suffered by you as a result of or arising out of any voluntary or involuntary suspension or termination of the Service for any reason whatsoever.

### **Disclaimers and Limitation of Liability**

15. The Service is offered by the Bank in conjunction with JETCO or such other network operators who manage, operate and maintain the JETCO Cardless Withdrawal ATMs. You acknowledge that the execution of the withdrawal instruction under the Service may only be done via JETCO Cardless Withdrawal ATM and the Bank shall not guarantee the proper functioning of the JETCO Cardless Withdrawal ATMs. The Bank shall not be liable for the failure of the Bank to perform any obligation or service or take any action where such inability or failure is attributable directly or indirectly to any circumstance or event beyond the Bank's reasonable control, including any equipment or computer malfunction, power, network or telecommunication failure or inadequacy, interruption, interception, error, delay or loss of transmission or transfer facilities, or acts or omissions of any third party.

16. You are solely responsible for complying with the relevant terms and conditions, including but not limited to the transaction limits of other third-party service provider(s) in connection with the use of the Service. The Bank shall not be liable for any failure to proceed with the withdrawal instruction if such failure is directly or indirectly caused by your non-compliance with these terms and conditions.

17. To the extent permitted by law, the Bank makes no representations or warranties that the Service or the JETCO Cardless Withdrawal ATMs will be accessible at all times, or function with the mobile app the Bank may offer from time to time.

18. The Service may only be accessed by using the mobile device through the mobile app as designated by the Bank from time to time. To the extent permitted by law, the Bank makes no representations or warranties as to the accuracy, functionality or performance of any third party software used in connection with the Service, or the compatibility of any particular device with the Service. You are solely responsible for ensuring your device meets the specified system requirements. Failure to do so may result in the mobile app malfunctioning and/or your inability to access the Service.

19. You acknowledge that the Service is subject to (and may suffer failure or delay in processing and/or transmitting information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to internet traffic, or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. The Bank will not be responsible for any consequences arising from any inaccuracy and untimely transmission of information and transactions due to any telecommunication failures occurred beyond its control.

20. Your use of the Service via the mobile app is wholly at your own risk. The Service is provided on an "as is" basis. To the maximum extent permitted by law, the Bank is not responsible for any information or services provided by third party information providers (whether in the mobile app or not).

21. The Bank does not warrant that viruses or other contaminating or destructive information will not be transmitted or your mobile devices be compromised during your use of the Service. The Bank will not be liable for any loss arising from your use of the Service.

22. To the extent permitted by law, the Bank shall not be liable for any error, omission, interception, corruption, deletion, loss or inaccuracy in the Service or for any person's use of, reliance on or inability to use such Service, or any loss or damage (including loss or leakage of data) arising in connection with the mobile app.

23. To the extent permitted by law, the Bank shall not be liable to you for any loss you may incur because of the following reasons:

- i. in connection with the use or attempted use of the Service, or your instructions, or any unauthorized transactions through or in connection with the Service;
- ii. due to any interruption, delay or any unsuccessful withdrawal of cash at any JETCO Cardless Withdrawal ATM as a result of the unavailability of the Service and/or the unavailability of cash in the JETCO Cardless Withdrawal ATM;
- iii. if your withdrawal bank account is closed, frozen, or inaccessible for any reason; or
- iv. if you are unable to log in to the banking mobile app to use the Service because you incorrectly keyed in or forgot your username or password, or keyed in an invalid security

code, or were unable to scan the QR Code displayed at the JETCO Cardless Withdrawal ATM, or otherwise.

### **Security Information**

24. You understand the importance of, and you agree to, protect your mobile device on which the mobile app is installed, against unauthorized use. You agree that you are solely responsible for all uses of your mobile device (whether authorized by you or otherwise) to access and use the Service.

25. The Bank endeavours to ensure the security of your data transmitted via the Bank's mobile app to the JETCO Cardless Withdrawal ATM by the use of encryption technology. However, by using the mobile app or the Service, you acknowledge and agree that the internet transmissions are never completely private or secure. You understand that any message or information you send using the Bank's mobile app or the Service may be read or intercepted by others, even if there is a special notice to indicate that a particular transmission is encrypted.

26. For more information on security, please check out the Security Information of the Bank: [https://www.ncb.com.hk/nanyang\\_bank/resource/si\\_en.pdf](https://www.ncb.com.hk/nanyang_bank/resource/si_en.pdf)

### **Amendment**

27. The Bank may revise or replace or add to the "Conditions for Services" at any time and from time to time in accordance with the applicable laws or regulatory requirements applicable to the Bank. Any revision, replacement or addition to these terms and conditions shall become effective immediately subject to the Bank giving reasonable notice to you whether by physical or electronic means, by publishing the said notice on the Bank's website, through any means of communications as the Bank shall see fit and/or taking any other action required by applicable law or regulatory requirements applicable to the Bank. You shall read carefully these terms and conditions whenever you use the Service. You shall be deemed to have consented to the amended terms and conditions by your continuing use of the Service after the amendment of these terms and conditions.

### **Governing Law**

28. These terms and conditions shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). Both parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

### **Language**

29. The Chinese version of these terms and conditions is for reference only. If there is any conflict between the English version and the Chinese version of these terms and conditions, the English version shall prevail.