

Terms and Conditions for UnionPay QR Code Withdrawal Service

The UnionPay QR Code 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 Notice ", "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, these 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 an UnionPay QR Code Withdrawal ATM without using an ATM card.
2. You acknowledge and agree that in order to use this Service, you must meet the following requirements:
 - i. You must have a UnionPay ATM card;
 - ii. You must use the Service through the mobile app designated by the Bank from time to time;
 - iii. 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
 - iv. 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 withdrawal instructions provided by you as recorded by the Bank via the Bank's mobile app, shall be final and binding on you.
 - iii. In order to withdraw cash under a withdrawal instruction, you shall visit any ATM that supports UnionPay QR Code withdrawal service and select to use the Service on the ATM screen. You shall proceed to scan the QR Code displayed on the screen of the ATM using the mobile app and enter the PIN at the UnionPay QR Code Withdrawal ATM. Cash can be withdrawn after the PIN verification is successful.
 - iv. The validity period of the QR code of UnionPay QR Code Withdrawal ATM is 60 seconds. If you do not withdraw the cash from the UnionPay QR Code 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 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.

- v. You should ensure that there are available and sufficient funds in your designated bank account. A SMS and an email notification will be sent by the Bank to your designated mobile phone number if the transaction is successful. You may also check the transaction record on the mobile app.
- vi. You shall ensure that the daily aggregate amount of cash withdrawn through the Service does not exceed the maximum amount of the UnionPay card as prescribed by the Bank, which may be revised from time to time by the Bank and set out on the Bank's website.
- vii. UnionPay or the other network operators may impose other limits and/or restrictions in relation to your use of the Service. UnionPay may, in its sole discretion, instruct the Bank to delay, suspend or reject any withdrawal instruction if such transaction limits and/or restrictions are not complied with, for which the Bank shall not be liable.

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 UnionPay, 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. You agree to pay the Bank's fees and charges in connection with the use of the Service, at such rates as set out in the Schedule of Charges of General Banking Services. Your access to and use of the Service through the UnionPay QR Code Withdrawal ATM shall also be subject to all other applicable fees and charges chargeable by UnionPay or such other network operators.

8. 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, and the related fees and charges chargeable by the Bank, UnionPay and/or the relevant network operators (if applicable). All fees and charges relating to the Service will also be debited from such designated bank account or your any other accounts with the Bank when due. You acknowledge that the Bank, UnionPay or the other network operators may modify any such fees and charges in connection with the use of the Service from time to time.

Withdrawal Limit

9. 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 UnionPay ATM card, 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 UnionPay ATM card is exceeded.

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

Suspension or termination of the Service

11. 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.

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

13. Save and except for the circumstances set out in Clauses 11 and 12 of these terms and conditions, the Bank will use its reasonable endeavour to provide prior notice to you (which may be given by any means of communications as the Bank shall see fit, including, without limitation, posting it in the mobile app or on the website, in electronic or paper form) of any changes, amendments to, suspensions, restrictions or terminations of the Service. However, due to those circumstances as set out in Clause 20 of these terms and conditions, you accept that prior notice may sometimes not be practicable and therefore not be given.

14. 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.

15. To the maximum extent permitted by applicable laws and regulations, the Bank shall not be liable for any loss or damages 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

16. The Service is offered by the Bank in conjunction with UnionPay or such other network operator which manages, operates and maintains the UnionPay QR Code Withdrawal ATMs. You acknowledge that the execution of the withdrawal instruction under the Service may only be done through UnionPay QR Code Withdrawal ATMs, in any case subject to and in accordance with the rules, guidelines and procedures imposed by UnionPay or such other network operators from time to time and any other relevant terms and conditions prescribed by the Bank, and the Bank shall not guarantee the proper functioning of the UnionPay QR Code Withdrawal ATMs. The Bank shall not be liable for any 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 reasonable control of the Bank or the reasonable control of its agents or nominees, including any equipment or computer malfunction, power, network or telecommunication failure or inadequacy, interruption, interception, error, delay or loss in transmission or transfer facilities, or the act or omission of any third party.

17. You are solely responsible for complying with the relevant terms and conditions, including but not limited to 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.

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

19. 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.

20. 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.

21. 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).

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

23. 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.

24. To the extent permitted by law, the Bank shall not be liable 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; due to any interruption, delay or any unsuccessful withdrawal of cash at any UnionPay QR Code Withdrawal ATM as a result of the unavailability of the Service and/or the unavailability of cash in the UnionPay QR Code Withdrawal ATM;
- ii. if your withdrawal bank account is closed, frozen, or inaccessible for any reason; or

- iii. 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 UnionPay QR Code Withdrawal ATM, or otherwise.

Security Information

25. 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.

26. The Bank endeavours to ensure the security of your data transmitted through the Bank's mobile app by the use of encryption technology. However, by using the Bank's 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 indicate that a particular transmission is encrypted.

27. 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

Amendment

28. The Bank may revise or replace or add to these terms and conditions 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

29. 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

30. 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.