

## **Terms and Conditions for UnionPay QR Code Withdrawal Service**

These terms and conditions (“Agreement”) shall constitute a legal agreement between you (“Customer”) and Shanghai Commercial Bank Limited (“Bank”) and govern the Customer’s use of the Bank’s mobile application - Shacom Pay (“Shacom Pay”) for the UnionPay QR Code (“QRC”) Withdrawal Service (“Service”) at any Automated Teller Machine (“ATM”) that supports the Service in Hong Kong. This Agreement applies to each transaction (“Transaction”) that the Customer subsequently enters into with the Bank using the Service.

The Bank’s Terms and Conditions for Bank Accounts and General Services, including the General Terms and Conditions, the Specific Terms and Conditions for Shacom Card and the Specific Terms and Conditions for i-Banking Services, together with other applicable terms and conditions (collectively, “Existing Terms”), shall be incorporated as an integral part of this Agreement, as if the Existing Terms were written in full herein. In case of conflict between the Existing Terms and this Agreement, the latter shall prevail.

By using the Service, the Customer acknowledges and confirms that the Customer has read, agreed to and accepted all of the terms and conditions set out in this Agreement. If the Customer does not accept the Agreement, the Customer will not be able to use the Service. This Agreement is applicable to the Service irrespective of the delivery platform or device the Customer uses to access it.

### **1. UnionPay QRC Withdrawal Service**

In order to use the Service, the Customer must:

- (a) hold a valid individual UnionPay HKD Shacom Card or such other card(s) as announced by the Bank from time to time (“ATM Card”);
- (b) register for Personal Internet Banking and Shacom Pay with a valid mobile phone number and at all times follow the installation, activation and authentication procedures as prescribed by the Bank from time to time for the Service;
- (c) log in to Shacom Pay and set up a UnionPay QRC withdrawal instruction; and
- (d) complete the procedures as prescribed by the Bank from time to time for the Service.

In order to proceed with the cash withdrawal at any ATM that supports the Service, the Customer must:

- (a) select the designated withdrawal option via Shacom Pay to set up the UnionPay QRC withdrawal instruction;
- (b) visit any ATM that supports the Service and select the UnionPay QRC withdrawal option to start the Service via the ATM. The ATM screen will display a QR Code; and
- (c) scan the QR Code with Shacom Pay and input the ATM Card's Personal Identification Number ("PIN") at the ATM within the validity timeline of the QR Code. The withdrawal amount will be debited from the Customer's designated account linked with the ATM Card and maintained with the Bank.

## **2. UnionPay QR Code**

In the Agreement, "QR Code" means the UnionPay Quick Response Code, which is generated by the Bank or any UnionPay Member Bank which supports the Service. The Agreement and any other terms and conditions that apply to the software through which the Customer accesses the QR Code are all applicable to the use of the QR Code under the Service.

## **3. ATM Card and Withdrawal Account**

The Customer may select to use the Service by withdrawing cash from the Customer's designated account linked with any one of the eligible ATM Cards and maintained with the Bank, including HKD savings account, HKD current account, or such other account(s) as announced by the Bank from time to time.

The Bank may impose such fees and charges for the use of the Service as specified in the "Banking Service Charges" published by the Bank from time to time, provided that the Bank may vary the amount of fees and charges or their basis of calculation upon prior written notice. Such schedule of fees and charges shall be made available to the Customer upon request.

#### **4. Withdrawal Limit**

The Bank's ATMs or ATMs of any UnionPay Member Bank that support the Service may have different maximum and minimum transaction amounts for every cash withdrawal made through an ATM. If the amount of the withdrawal exceeds the transaction limit, the transaction will be rejected at the ATM and the Bank will not act on the withdrawal instruction.

The amount that the Customer shall be permitted to withdraw via the Service is subject to the daily cash withdrawal limit (whether physical card or UnionPay QRC cash withdrawal) of each eligible ATM Card or (if applicable) the minimum cash withdrawal amount, as prescribed by the Bank from time to time without prior notice.

#### **5. Set Up and Validity of Withdrawal Instruction**

To use the Service, the Customer must set up a withdrawal instruction at Shacom Pay. Only one withdrawal instruction can be set up for each Customer each time and the withdrawal instruction will be valid for 60 minutes from the time when the withdrawal instruction is set up successfully by the Customer at Shacom Pay (the "Validity Period"). If the Customer does not withdraw the amount within the Validity Period, the withdrawal instruction will be expired accordingly without notice and the Customer has to set up a new withdrawal instruction in case of need.

The Customer can access the information of the withdrawal instruction status and transaction details related to the Service and give instructions to the Bank in regard to the Service according to the procedures and rules as prescribed by the Bank from time to time.

#### **6. Cancellation of Withdrawal Instruction**

The Customer has the option to cancel the withdrawal instruction via Shacom Pay before the withdrawal is made and within the Validity Period of the withdrawal instruction.

## 7. General Terms

### Communication

The Customer agrees that the Bank can communicate with the Customer electronically either by SMS, by email or by posting notices on the Bank's website or by telephone to the telephone number in the Bank's record, as the Bank deems reasonable and appropriate.

### Amendment and Termination of this Agreement

**The Bank may vary the provisions of this Agreement from time to time by posting changes on the Bank's website, mobile application or any other channels as specified by the Bank from time to time.** Once the Bank has given the Customer notices of the proposed changes, if the Customer does not inform the Bank in writing that the Customer objects to the changes before the date on which they are due to come into effect, then the Customer will be deemed to have accepted them and they will take effect on the date indicated. If the Customer does object to the changes, then the Customer has the right to end this Agreement without charge in accordance with this Agreement.

The Bank may, without liability to the Customer or any third party, suspend, terminate or deny the Customer's use of any part of the Service. Such action may take place as a result of the Customer's account inactivity, the Customer's failure to respond to customer support requests, the Customer's failure to identify himself/herself with sufficient information, the Bank's belief that the Customer's account has been compromised, the Bank's requirement to comply with applicable laws, or the Customer's violation of the Agreement.

This Agreement will remain in force until terminated by the Customer or the Bank. The Customer may terminate this Agreement at any time without penalty by notifying the Bank in writing. Termination following such notice will only take effect when any outstanding Transactions prior to the date of receipt of such notification by the Bank are completed. The Bank may terminate this Agreement at any time by any means permissible under this Agreement, including SMS notice to the Customer's registered mobile number, which termination shall be effective immediately. Notwithstanding the foregoing and anything to the contrary, the provisions of this Agreement under the sections entitled Limitation of Liability,

Indemnity, Representations and Warranties, and Governing Law and Jurisdiction shall survive termination of this Agreement.

### **Limitation of Liability**

While the Bank will endeavour to comply with the Customer's instructions as quickly as possible, there may be circumstances in which the Bank is unable to do so. Therefore, the Bank always reserves the right to refuse to accept the Customer's instructions and to do so without giving the Customer any reasons and without any liability to the Customer for any resulting loss or damages incurred by the Customer or any other party.

The Customer acknowledges and agrees that the Bank shall be conclusively deemed to have acted in good faith and to have exercised reasonable care if the Bank has followed the procedures under this Agreement.

Without limiting or reducing the effect of the foregoing or the provisions of the Existing Terms:

- (a) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Service or the processing or execution of instructions or requests given by the Customer in relation to the Service, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (b) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
  - (1) the Customer's failure to comply with the Customer's obligations relating to the Service; and
  - (2) any delay, unavailability, disruption, failure, error or caused by the Service or by scanning the QR Code provided by any third party, or arising from any circumstances beyond the Bank's reasonable control; and
- (c) in no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any

special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

## **Indemnity**

The Customer agrees to indemnify the Bank and the Bank's directors, employees, agents, and representatives for any losses, damages, claims, penalties, costs, expenses or fees (including but not limited to reasonable attorneys' fees) arising from or in connection with any default by the Customer under this Agreement, including but not limited to the provision of false information or non-compliance with applicable laws in connection with any Transaction under this Agreement.

## **Representations and Warranties**

The Customer represents and warrants that the following statements are true and accurate with respect to each Transaction, and the Customer acknowledges that the Bank may cancel or refuse to enter into a Transaction, and apply reasonable administration fees and other expenses, if the Bank finds at any time that they are not true and accurate:

- (a) the Customer is the beneficial owner or have the necessary legal authority in respect of the money the Customer is seeking to withdraw via the Service;
- (b) the Customer is not acting on behalf of an undisclosed principal or a third party;
- (c) the Customer has a valid commercial or personal reason for entering into each Transaction and will not enter into any Transaction for speculative purposes;
- (d) in making the Customer's decision to enter into a Transaction, the Customer does not and will not rely on any market-related information that may be provided from time to time by the Bank on the Bank's website or by the Bank's employees, agents, or representatives;
- (e) the Customer and all Transactions initiated by the Customer will comply with all applicable laws;
- (f) all information the Customer provides to us is true, correct, complete, certain and not misleading;
- (g) the Customer will not use the Service, directly or indirectly, for any fraudulent undertaking, to conduct any money laundering activity, in any manner that interferes with the operation of the Service, or for any illegal purposes; and
- (h) the Customer's use of the Service will be in compliance with this Agreement.

### **Entire Agreement**

This Agreement and any documents referred to herein constitute the entire agreement between the Customer and the Bank, superseding all prior agreements, representations and understandings, whether written or oral.

In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to remain valid and enforceable with full force and effect.

### **Governing Law and Jurisdiction**

The Customer consents to the electronic recording by us of any telephone conversations between us, without an automatic warning tone. The Customer acknowledges that either the Customer or the Bank may use any telephone recordings as evidence in any dispute or anticipated dispute between us or in relation to any dealings between us.

This Agreement shall be interpreted in accordance with the laws of Hong Kong and both parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

### **Contracts (Rights of Third Parties) Ordinance**

A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance, Cap.623 of the Laws of Hong Kong to enforce or enjoy the benefit of any terms of the Agreement. The consent of any person who is not a party to the Agreement is not required to rescind or vary the Agreement.

### **Language**

The Chinese version of this Agreement is for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.