

自動櫃員機自助提款服務條款及細則

有鑑於 K Cash 向借款人提供自動櫃員機自助提款服務(「本服務」)，借款人茲明白及同意在使用本服務時，以下條款及細則(K Cash 可不時作出修訂)(「本條款」)，連同 K Cash 之私隱政策條款及細則，均對借款人具有約束力。(https://Kcash.hk) 本公司私隱政策受《個人資料(私隱)條例》(香港法例第 486 章)(以下簡稱「私隱條例」)規管並奉行其有關規定。

在啟動或使用本服務前，借款人應細心閱讀本條款並完全明白其內容。當借款人啟動或使用本服務，即視作其已接受本條款並受本條款之約束。

1. 定義及詮釋

除文義需要不同釋義外，下列名詞於本條款具有以下含義：

- a. 「櫃員機」指 K Cash 設於香港的任何自動櫃員機；
- b. 「QR 圖碼」(全稱為快速響應矩陣圖碼)指 K Cash 指定作為部分提款指示憑證，並傳送至指定借款人流動電話號碼以讓其於任何 K Cash 櫃員機進行提款交易的代碼；
- c. 「一次性密碼」指 K Cash 透過手機短訊發送至借款人流動電話號碼的一次性短訊交易密碼，讓借款人於 K Cash 櫃員機提取款項；
- d. 「有效時限」指 K Cash 向申請人發出的「QR 圖碼」以及「一次性密碼」於 K Cash 櫃員機執行該提款指示的時限(即由發出指示起計一個曆日的時限)，該提款指示失效後借款人不能於任何 K Cash 櫃員機執行該提款服務，申請人需要重新申請貸款服務。
- e. 「人臉識別系統」指通過臉部圖像數據進行身分確認的系統。
- f. 「手指靜脈驗證系統」指通過手指靜脈數據進行身分確認的系統。

2. 自動櫃員機自助提款服務

如需申請使用本服務，借款人必須登入 K Cash 網頁及選擇本服務。借款人需輸入借款人的流動電話號碼等個人資料作申請用途。如 K Cash 同意借款人使用本服務，K Cash 會傳送一個 QR 圖碼及一個一次性密碼(如使用人臉識別系統)到借款人所提供的個人智能流動電話，使借款人得以帶備並利用進行自動櫃員機自助提款服務(自助提款不適用於全新客戶*，全新客戶進行提款前需要先親身提供身分證明文件正本予 K Cash 分行職員以核實其身份)。借款人需要通過櫃員機的人臉識別系統或手指靜脈驗證系統進行提款。QR 圖碼及一次性密碼由 K Cash 成功發出起計一個曆日內有效。如借款人於有效時限內並未提取金額，該提款指示將被取消。借款人必須通過所有身份驗證程序才能完成提款程序。

*全新客戶定義為該人士並未曾親身提供身分證明文件正本予 K Cash 職員以核實其身份或未曾透過其本人持有之香港銀行戶口取得 K Cash 貸款。

3. 提取款項限額

本服務的每日累計提款限額為港幣 30,000 元或其等值，並受限於櫃員機的現金結餘，或按 K Cash 不時作出而無須事先通知的規定。

4. 發出本服務的提款指示

如需使用本服務，當發出提款指示時，借款人必須確認其提供的所有資料及細節(包括借款人流動電話號碼及香港身分證號碼)均為真實及正確，並授權 K Cash 使用及/或傳遞有關資料及細節予 K Cash 認為恰當的任何來源，以確認有關資料及細節。

借款人同意將透過本服務輸入的手機號碼及有關資料，披露或轉移予 K Cash 及/或其他參與相關交易或提供本服務之第三者，及上述任何一名或多名人士及其附屬機構、集團成員及代理人，不論在香港以內或外，作為提供本服務之用 (<https://kcash.hk/terms-and-conditions#personal-info>)。

5. 指定借款人資訊

借款人同意除非出現 K Cash 疏忽或故意不當行為之情況下，借款人將單獨負責確保其經本服務提供的指定借款人之資料均為及時、完整及準確，其包括但不限於借款人於使用本服務時所提供的借款人流動電話號碼、提取金額、提取賬戶號碼及驗證代碼。任何因借款人發出提款指示的錯漏或延誤所引致的虧損或損失，K Cash 概不負責。

6. 終止提款指示

借款人有權於借款人提取款項前及於提款指示有效時限內，通知 K Cash 取消或終止該提款指示。借款人必須立即告知 K Cash 提款指示已終止以避免任何爭議。傳送至借款人流動電話號碼的提款指示並不是 K Cash 付款予借款人的證明。借款人於本服務提取款項需受到下列事項的規限; (i) 借款人於 K Cash 的指定賬戶內必須有未提取款額； (ii) 借款人並未終止該提款指示；及 (iii) K Cash 並未暫停本服務。

7. 暫停或終止本服務

K Cash 可按其獨有及絕對酌情權決定是否提供本服務，並可隨時取消、暫停或終止本服務或其部分服務而無須給予理由及事先通知。任何因 K Cash 的行動而引致借款人直接或間接地遭受或蒙受虧損或損失，K Cash 概不負責。

8. 責任

除非因 K Cash 之嚴重疏忽或故意不當行為所引致，K Cash 均不須對以下事項及情況負上任何責任：

- a. 借款人未能使用本服務(其全部或部分)，或未能於本服務取得指定借款人的資料；
- b. 借款人於本服務所提供之指定借款人或提款指示的資料或細節不準確、不完整或錯誤；
- c. 借款人沒有於本服務對借款人的流動電話號碼、提取金額、提取賬戶號碼、驗證碼及/或其他資料及細節作出更新；
- d. 借款人為全新客戶，使用提款服務前未能親身提供身分證明文件正本予 K Cash 分行職員以核實其身份；
- e. 借款人與借款人之間在有效時限內對於驗證碼信息傳達上的錯誤、延緩或不成功；及

- f. 在借款人於本服務提取款項前，借款人取消或終止提款指示或 K Cash 暫停或終止本服務。

K Cash 提供本服務予借款人，因此本服務的有效性建立於 K Cash 與借款人之間。借款人如對本服務有任何爭議或投訴，須與 K Cash 聯繫以要求適當的調查。對於因借款人使用本服務，使 K Cash 可能蒙受、招致或遭受與之有關的一切行動、訴訟、法律程序、申索、要求、損失、損害、費用、開支及法律責任，不論實際或是或有，借款人須對 K Cash 作出完全的彌償。但該彌償不應伸延至僅因 K Cash 疏忽和故意不當行為所引致的任何虧損或損失。

9. 防範措施

借款人均明白並同意，借款人需要為借款人用作聯繫及使用本服務的電子通訊設備的安全保障及使用(不論是否得到借款人授權)自行負責。

同時，借款人均明白並同意，如借款人不遵從以下任何一項防範措施，可能會違反本服務的保安措施，由此而引致借款人的一切損失或損害，K Cash 均無須負上任何責任，而借款人：

- a. 在任何時候，必須對 QR 圖碼及一次性密碼絕對保密，及在任何情況下均不向任何其他人士披露；
- b. 當發覺或懷疑 QR 圖碼及/或一次性密碼未經授權而被他人使用、遺失、被竊或洩露予他人時，必須立即通知 K Cash 並即時以書面確認；
- c. 應牢記 QR 圖碼及一次性密碼，切勿用筆記下；
- d. 必須將 QR 圖碼及一次性密碼分開，切勿將 QR 圖碼及一次性密碼一併存放或儲存；
- e. 於 K Cash 櫃員機使用本服務提取款項前，應先留意四周環境，必須確保切勿讓第三者得知或窺視輸入的 QR 圖碼及一次性密碼；
- f. 使用 QR 圖碼或一次性密碼後，刪除或毀壞包含 QR 圖碼或一次性密碼的短訊通知；
及
- g. 必需提取自動櫃員機發出的交易紀錄。

對於因借款人違反本條款及/或本服務任何其他方面要求而使 K Cash 可能蒙受、招致或遭受與之有關的一切行動、訴訟、法律程序、申索、要求、損失、損害、費用、開支及法律責任，不論實際或是或有，借款人均須對 K Cash 作出完全的彌償。

10. 付款的有效性

借款人於任何 K Cash 櫃員機提取款項時，借款人的指定賬戶內必須有足夠未提取款項及於有效時限內提款。

11. 修訂

K Cash 可按其獨有及絕對的酌情權隨時及不時修訂本條款及/或增補新條文並作出適當通

知。若借款人於上述任何修訂及/或增補之條款生效日後仍使用本服務，該等修訂或增補便告生效並視為得到借款人所接受及對其具有約束力，而借款人亦當視為接納該等修訂或增補。

12. 法律及司法管轄

本條款受中華人民共和國香港特別行政區(「香港」)之法律及 K Cash 之章程、規則及慣例所管轄，並須按香港法律詮釋。借款人茲不可撤銷地接受香港法院對任何與本服務及本條款有關而產生的所有爭議及申索具有非專屬的司法管轄權以作出決定、執行及判決。

13. 有效文本

本條款的中文本只供參考，如與英文本有歧異，概以英文本為準。

14. 其他事項

本條款內的詞語及片語應按本條款內的定義解讀及詮釋，除文義需要不同釋義外，單數詞之含義包括複數詞，反之亦然；單一性別之詞語亦包含所有性別或中性，反之亦然。

Terms and Conditions for Video Teller Machine (“VTM”) Off Line Mode Lending

These terms and conditions (“Terms”) apply to and regulate your use of the VTM Off Line Mode Lending Service (“Service”) provided by K Cash Limited (the “K Cash”).

Before you activate or use the Service provided by K Cash, you should read the Terms & Conditions set out below (the “Terms”) carefully and ensure that you understand them in full. By activating or using the Service, you shall be deemed to have accepted the Terms and Conditions and subject to K Cash Privacy Policy and be bound by them. If you do not accept these Terms and Conditions, please stop accessing or using the Service. Our Privacy Policy is governed by and observes the requirements of the Personal Data (Privacy) Ordinance (Cap. 486) (the "Ordinance").

1. Definition and Interpretation

In the Terms, the following terms shall, except where the content otherwise requires, have the following meanings:

- a. **“VTM”** means any Video Teller Machine of K Cash in Hong Kong or any other networks specified by K Cash from time to time where applicable;
- b. **“QR Code”** means Quick Response Code and the code designated by K Cash as an identification and part of the Lending Instruction and will be sent to your designated mobile phone number to facilitate the Borrower to use it for accessing anyone VTM shop to proceed with such service
- c. **“One-time Password”** means a short message service one-time password sent from K Cash to your mobile phone number as authentication for K Cash to the Applicant to withdraw cash at K Cash’s VTM;
- d. **“Validity Period”** means: The QR Code last for 24 hours and the Applicant can use the QR Code to legally access anyone VTM Shop in Hong Kong. Both the QR Code and the

OTP will last for not over 24 hours from the time of generation, after it which expires. In case of either the QR Code or OTP expires, the application shall be rejected and the Applicant needs to submit his/her application again.

- e. **“Facial Recognition System”** means a system capable of identifying or verifying a person from a digital image.
- f. **“Finger Vein Verification System”** means a system capable of identifying or verifying a person from finger vein

2. **VTM Off Line Mode Lending Service**

To apply to use the Service, you need to access K Cash website and choose the service. You need to provide personal data including your mobile phone number. Failure for submission of the same might result in unable to proceed your application. Loan offer will be granted which is subject to the Terms and Conditions. If K Cash agrees you to use the Service, K Cash will send a QR Code and One-time Password (if using Facial Recognition System) to your smart mobile phone and you need to bring it to activate the Service in VTM within the Validity Period (Self-service withdrawal is not applicable to new customer*; new customer must provide original identification document to K Cash branch staff to verify his identity in person before withdrawal). You will need to pass the Facial Recognition System or Finger Vein Verification System. The Service will not be processed unless all required authentication procedures are passed and completed.

*New customer is defined as the person who has never provided original identification document to K Cash staff to verify his identity in person or received loan from K Cash through HK bank account owned under his name.

3. **Lending Amount Limit**

The lending limit of the Service for each account is up to HKD30,000 and is subject to the limit of funds of the VTM.

4. **Initiating Lending Instruction for the Service**

To use the Service, when initiating the Lending Instruction, you must confirm that all information and details provided (including but not limited to mobile phone number and Hong Kong Identify Card)) are true and correct in all respects and authorise K Cash to use and/or communicate such information and details with whatever sources that K Cash may consider appropriate for the purpose of verifying the information and details.

You agree to disclose and transfer the mobile phone number(s) entered for the Service and the related information to K Cash and/or any other third party(ies) engaged in any transaction or providing any service in relation to the Service and between any one or more of such entities and their subsidiaries, group members and agents thereof whether in or outside Hong Kong in connection with the provision of the Service (<https://kcash.hk/privacy.pdf>).

5. **Lender's Information**

You agrees that except due to gross negligence or willful misconduct of K Cash, you shall be

solely responsible for the timeliness, correctness, completeness and accuracy of any information provided by you, including but not limited to, your mobile phone number(s). K Cash shall not be responsible nor liable for any loss or damage arising from any error or delay in the instruction(s) given by you.

6. Termination of Lending Instruction

You have the option to cancel or terminate the Lending Instruction via before the lending is made by K Cash and within the Validity Period of the Lending Instruction. You must inform K Cash about the termination of lending Instruction immediately to avoid any disputes. The QR Code sent to your mobile phone number is not a proof of payment by K Cash. Making withdrawal under the Service is subject to (i) no termination of Lending Instruction by you and (iii) no suspension of the Service by K Cash.

7. Suspension or Termination of the Service

The availability and provision of the Service shall be at sole and absolute discretion of K Cash and K Cash may cancel, suspend or terminate the Service or any part thereof at any time with or without cause or prior notice. K Cash shall not be liable for any loss or damage that you may sustain or suffer directly or indirectly because of K Cash's action.

8. Liability

K Cash does not represent or warrant that the Service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic services that K Cash may offer from time to time Unless a law prohibits K Cash from excluding or limiting our liability, K Cash is not liable for any loss you incur due to any delay or any unsuccessful withdrawal of cash at any VTM as a result of the unavailability of the Service, the unavailability of cash in VTM and/or the unavailability of an VTM near you. Further, unless due to the serious negligence or willful misconduct of K Cash, K Cash shall not be responsible or liable for:

- a. any failure of you to gain access in whole or in part to the Service;
- b. any inaccuracy, incompleteness or error in any information or details or the Lending Instruction given by you in connection with the Service;
- c. any failure to update your mobile phone number(s), lending amount, and/or other information and details under the Service;
- d. any failure of new customer to provide original identification document to K Cash branch staff to verify his identity in person before withdrawal;
- e. any such wrongful, delayed or failed communication made between you and K Cash in connection with the QR Code and One-time Password within the Validity Period; and
- f. your cancellation or termination of the Lending Instruction or K Cash's suspension or termination of the Service prior to the cash withdrawal of the amount under the Service.

- g. any loss suffered by you or any third party arising from and in connection with the use of the VTM Off Line Mode Service except where such loss is attributable to our gross negligence or willful default. Due to the Service automatically operated without human participation within the shop, our company will not be liable for any inconvenience, loss, damage or personal injury (including without limitation serious injury or death) that you may suffer or sustain directly or indirectly as a result of attending the shop. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.

The availability and provision of the Service is established between you and K Cash. You will need to refer to K Cash in the event of disputes or complaints about the Service for escalation to K Cash for further investigation as appropriate. You shall indemnify and keep K Cash fully indemnified from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, fees and expenses or liabilities of whatever nature which K Cash may suffer, incur, or sustain whether actual or contingent by reason of or arising out of the use of the Service or in connection with any improper use of the Service by you provided that such indemnity shall not extend to any losses or damages arising solely from the negligence or willful misconduct of K Cash.

9. Precautionary Measures

You understand the need and you agree to protect your mobile device and shall be responsible for all uses of your mobile device (whether authorised by you or otherwise) to access and use the Service.

Further, you understand and agree that the failure on your part to comply with any one of the following precautionary measures may lead to security breach under the Service and K Cash shall not in any event be held responsible or liable for any loss or damage suffered by you as a result thereof and you must:

- a. at all times keep the QR Code and One-time Password strictly confidential and must not disclose them to any other person under any circumstances;
- b. notify K Cash immediately of any actual or possible unauthorised use, loss, theft or disclosure of the QR Code and/or One-time Password to a third party as soon as possible and must confirm the same in writing without delay to K Cash;
- c. not copy the QR Code or write the One-time Password down, and shall memorise the same;
- d. keep the QR Code and One-time Password separate from each other and must not place or store them together;
- e. be alert to the surroundings before withdrawing cash from K Cash's VTM under the Service, and must make sure that no other person sees or peeks the QR Code and One-time Password;
- f. delete or destroy the SMS notification containing the QR Code or One-time Password after usage. You shall indemnify and keep K Cash fully indemnified from and against all

actions, suits, proceedings, claims, demands, losses, damages, costs, fees and expenses or liabilities of whatever nature which K Cash may suffer, incur, or sustain whether actual or contingent by reason of or arising out of any breach by the Sender and the Recipient of the Terms and/or in any aspects under the Service;

- g. Always take your receipts or transaction records with you;

10. Payment Validity

Any withdrawal of amount from any K Cash's VTM under the Service shall be effected and executed only if there are sufficient funds and within the Validity Period.

11. Amendment

K Cash may amend any provisions contained in the Terms and/or add additional provisions to the Terms at any time and from time to time at K Cash's sole and absolute discretion with appropriate notice. Any amendments and/or additions to the Terms shall become effective and shall be deemed to have been accepted by you if you continue to use the Service after the effective date of the said amendments and/or additions to the Terms.

12. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). You hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims in connection with the Service and the Terms.

13. Governing Version

The Chinese version of the Terms is for reference only. If there is any conflict and/or inconsistency between the English and the Chinese versions, the English version shall apply and prevail.

14. Miscellaneous

Words and phrases in the Terms shall be read and construed in accordance with the definitions contained herein. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.