

## User Terms and Conditions for RD Wallet

**PLEASE CAREFULLY READ THESE USER TERMS AND CONDITIONS ("USER T&CS") BEFORE OPENING A USER ACCOUNT. BY OPENING A USER ACCOUNT WITH US AND/OR ACCESSING THE USER ACCOUNT, YOU AGREE TO BE BOUND BY THESE USER T&CS.**

### **1 Definitions and Interpretations**

**1.1** Unless we specify or the context requires otherwise, the following terms in these User T&Cs have the meanings set out below:-

**"Administrator"** means, in respect of an RD Wallet Account, any individual who is appointed by the Customer as an administrator to have access to that RD Wallet Account in that capacity.

**"Application Representative"** means, in respect of an RD Wallet Account, an Individual User who is appointed by the Customer to apply to RDWT on its behalf to open an RD Wallet Account and use the RD Wallet Services, and to handle the said application on the Customer's behalf in that capacity.

**"Applicable Laws"** means any law, regulation or court order, or any rule, direction, guideline, code, notice, requirement, request, sanctions regime or restriction (whether or not having the force of law) issued by any Authority, any agreement between RDWT and an Authority or any agreement or treaty between Authorities, whether in or outside of Hong Kong, which RDWT, the Customer or the User (as the case may be) is subject to, or expected to comply with, from time to time.

**"Approver"** means, in respect of an RD Wallet Account, any individual who is appointed by the Customer as an approver to have access to that RD Wallet Account in that capacity.

**"Authority"** means any:

- (a) local or foreign legal, judicial, governmental, administrative, public or regulatory body;
- (b) government;
- (c) local or foreign tax, revenue or monetary authorities;
- (d) securities or futures exchange, court, clearing or settlement bank, central bank or law enforcement body; or
- (e) self-regulatory, professional or industry bodies or associations,

with jurisdiction over RDWT, the Customer or the User (as the case may be).

**"Biometric Credentials"** means the fingerprint, facial images or any other biometric data of a User used for the purpose of authenticating the User's identity.

**"Compliance Obligations"** means, in respect of a person, any obligation imposed on that person pursuant to any future or present:

- (a) Applicable Laws;
- (b) the internal policies and procedures of that person; and
- (c) any demand or request from Authorities or reporting, disclosure or other obligations under any Applicable Laws.

For the avoidance of doubt, this definition includes any obligation or requirement applying to that person as amended or introduced from time to time, including pursuant to the Foreign Account Tax Compliance Act.

**"Customer"** means a customer of ours that has designated you as a User.

**"Customised User"** means, in respect of an RD Wallet Account, any individual who is appointed by the Customer as a customised user to have access to that RD Wallet Account in that capacity.

**"Electronic Device"** means any computer equipment, mobile device, other communication equipment or device, and all hardware, software, application and modem connected to or contained in it and **"Electronic Devices"** shall be construed accordingly.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Applicable Law relating to these matters.

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

**"Instruction"** means any request, instruction, authorisation, consent or communication given by you to RDWT through a Platform, your User Account or through any communication channel designated by RDWT from time to time in connection with your User Account, an RD Wallet Account or any RD Wallet Services.

**"Login Details"** means your Username, Password, OTP and/or Biometric Credentials, and such other codes and identifiers as determined by RDWT from time to time.

**"Losses"** include losses, damages, claims, proceedings, actions, liabilities, demands and expenses.

**"Mobile App"** means such mobile application software as may be designated by RDWT from time to time through which RD Wallet Services will be provided, and where you may access the RD Wallet Services through your User Account.

**"Operator"** means, in respect of an RD Wallet Account, any individual who is appointed by the Customer as an operator to have access to that RD Wallet Account in that capacity.

**"OTP"** means a one-time password that is sent by RDWT, via short message service (SMS) or e-mail, to the mobile phone number or e-mail address (as the case may be) registered by the User.

**"Password"** means, in respect of a User Account, a personal identification code provided or accepted by RDWT or adopted by the User for the purpose of authenticating the User's identity for utilising any RD Wallet Services on a Customer's behalf.

**"PDPO"** means the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

**"PDPO Notices"** means the "Privacy Policy Statement" and the "Personal Information Collection Statement for RD Wallet", both issued by RD Technologies and as amended and supplemented from time to time.

**"Personal Data"** has the meaning as defined in the PDPO.

**"Platform"** means the Mobile App or the Website and **"Platforms"** means both of them.

**"Platform Terms of Use"** means the Terms of Use of the Mobile App and Website issued by RD Technologies and as amended and supplemented from time to time.

**"PRC"** means the People's Republic of China (excluding Hong Kong, Macao Special Administrative Region and Taiwan for the purpose of these User T&Cs).

**"RDEZ"** means RD ezLink Limited.

**"RD ezLink Business Profile"** means a business profile of the Customer created and maintained in accordance with the relevant terms and conditions agreed between RDEZ and the Customer. In order to open and maintain an RD Wallet Account, the Customer must have created and maintained an RD ezLink Business Profile.

**"RD Technologies"** means all of our group companies from time to time which include RDEZ, RDWT, our affiliates, subsidiaries and associated entities.

**"RD Wallet"** means a network-based stored value facility issued by RDWT to provide RD Wallet Services.

**"RD Wallet Account"** means an account in the name of a Customer maintained or to be maintained with RDWT under the RD Wallet Terms, to which the User Account is linked or is to be linked.

**"RD Wallet Services"** means services of any type or nature which RDWT (whether by itself or via a third party) may offer or provide to Customers or a User from time to time.

**"RD Wallet Terms"** means the terms and conditions for use of the RD Wallet, as amended and supplemented from time to time.

**"RDWT", "we" or "us"** means RD Wallet Technologies Limited.

**"Tax"** means any tax or assessment of any kind, including, but not limited to, sales, use, services, license, income, franchise, business, occupation, property, excise, gross receipts, turnover, value added tax, goods and services tax, stamp, withholding tax, consumption taxes, service tax, levy and customs duties or fees and any fines, penalties, surcharges, interest or additions-to-tax attaching thereto.

**"Tax Information"** means documentation or information about the User's tax residency status.

**"User"**, or **"you"** means:

- (a) any individual who has opened or created (or is applying to open or create) an account with RDWT and is (or is applying to become) authorised to use any services which RDWT may offer or provide via such account;
- (b) in relation to an RD Wallet Account, means any Application Representative, Approver, Administrator, Operator or Customised User; and
- (c) any other person designated as a "User" by RDWT and the Customer from time to time.

**"User Account"** means an account opened in the name of the User maintained with RDWT from time to time under these User T&Cs.

**"User Information"** means all of the following information (including, where applicable, Personal Data and Tax Information):-

- (a) information related to a User which is contained in an RD ezLink Business Profile;
- (b) information which the User provides to RDWT directly or which RDWT retrieves from the public domain, including any information associated with the User (such as his name, address, identification details and signature), any information about the relevant Customer or any other individual which is related to a Customer;
- (c) information which is derived from or combined with any of the information specified in part (a) of this definition;
- (d) information about the User Account or an RD Wallet Account or any transaction carried out through that RD Wallet Account;
- (e) information about the use of any RD Wallet Services by a Customer;
- (f) information about the use of any services provided by RDWT to the User through the RD Wallet; and
- (g) information about the User's relationship or a Customer's relationship with RDWT.

**"Username"** means, in respect of a User Account, the login ID number, name or other code provided or accepted by RDWT or adopted by the User, for the purpose of accessing a Platform and utilising any RD Wallet Services on a Customer's behalf.

**"Website"** means any website(s) as RDWT may from time to time maintain.

**1.2** Titles are for convenience only and do not affect the interpretation of these User T&Cs.

**1.3** Words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

- 1.4** "Writing" includes email, fax transmission, all modes of representing or reproducing words in visible form, including in the form of handwriting, type-writing, print or other electronic means of communication legibly received and "written" has the corresponding meaning.
- 1.5** The words "include", "including" or any variation thereof are not words of limitation and shall be deemed to be followed by the words "without limitation".
- 1.6** A reference in these User T&Cs to you indemnifying us in respect of an event or circumstance shall include indemnifying and keeping us and each affiliate or group company harmless, on an after-tax basis, from all actions, claims and proceedings from time to time made against us and each affiliate or group member and all losses, damages, liabilities, payments, costs or expenses suffered, made or incurred by us and each affiliate or group member as a consequence of or in connection with that event or circumstance.

## **2 Use of User Accounts and RD Wallet Accounts**

- 2.1** To create a User Account, you shall provide such information and documents and complete such procedures as may be required by RDWT from time to time. Registration must be done on a real-name basis. Successful registration as a User means that you will have opened a User Account.
- 2.2** RDWT may, in its sole discretion, refuse to accept, process or approve your application for a User Account without giving any reason.
- 2.3** RDWT may offer services to you via a User Account with such features and on such terms and conditions as RDWT may specify from time to time. RDWT has the right to, without giving you prior notice or obtaining your consent, do any of the following from time to time:
- (a) introduce new (or new types of) User Accounts, RD Wallet Accounts, RD Wallet Services and other services and features;
  - (b) expand, modify, reduce, suspend or withdraw any existing (or existing type of) User Account, RD Wallet Account, RD Wallet Services and other services or features; and
  - (c) impose and vary any restrictions on the use of RD Wallet Services including but not limited to minimum and maximum daily Transaction limits with respect to the value of or any type of Transactions.
- 2.4** You may be designated by one or more Customer(s) to become one or more types of Users for one or more RD Wallet Account(s), subject to the approval of the relevant Customer or RDWT. Your status as a User and access to your User Account is personal to you and non-transferrable.
- 2.5** When you use your User Account in your capacity as a User of a particular Customer, you must use it for the benefit of only that Customer. You acknowledge and understand the scope of authorisation and usage rights granted to you by each Customer can be different and you shall be bound by the scope of authorisation and usage rights granted to you.

- 2.6** By opening and/or accessing a User Account, you agree to be bound by these User T&Cs, which will apply in conjunction with any other additional terms and conditions that RDWT may impose on you from time to time. For example, your use of the Platforms will be subject to the Platform Terms of Use and your use of the User Account to operate an RD Wallet Account will be subject to the RD Wallet Terms.
- 2.7** At all times, you shall be fully responsible for complying with any Compliance Obligations that are applicable to you.
- 2.8** Unless expressly stated otherwise by us, all parts of the Platform, RD Wallet and RD Wallet Services are provided on an "as is" and "as available" basis, and no terms, conditions or warranties (whether express or implied by law), including as to quality, availability, security or fitness for purpose, are given in relation thereto.

### **3 Collection, Use and Sharing of User Information**

- 3.1** This Clause 3 explains how we will use User Information.
- 3.2** The PDPO Notices contain important information about how we may collect, use, disclose and/or transfer User Information if it amounts to Personal Data and you should read this Clause 3 in conjunction with the PDPO Notices. You acknowledge that you have read and understood the PDPO Notices and agree to be bound by them. You shall obtain confirmation from any individual that provides Personal Data to RDWT through you, that such individual has read and understood the PDPO Notices and agreed to be bound by them.
- 3.3** By opening a User Account with RDWT, you understood and agree that Part 6A of the PDPO shall not apply to the use of your User Information which constitutes Personal Data for direct marketing purpose by RD Technologies (or RDWT) targeted at the Customer or you in the capacity of the representatives of the Customer (as a business customer of RDWT).
- 3.4** User Information may be requested by us or by someone on our behalf (such as the service providers that we work with), and may be collected from you directly, from the relevant Customer or a person acting on your behalf, or from some other sources (including from publicly available information), and it may be generated or combined with other information available to us.
- 3.5** The purposes for which User Information may be used by RDWT are as follows:
- (a) considering applications for the User Account, an RD Wallet Account or RD Wallet Services and/or maintaining the User Account or an RD Wallet Account;
  - (b) approving, managing, administering or effecting an Instruction or any transaction that the Customer requests or authorises;
  - (c) verifying the identity of the User;
  - (d) providing RD Wallet Services;
  - (e) facilitating an affiliate of RDWT to provide services to you or another person;
  - (f) complying with any Compliance Obligations or contractual obligations, requirements or arrangements that RDWT is expected to comply with;

- (g) matching against any data held by us; and
- (h) such other purposes set out in the PDPO Notices applicable to Personal Data as if they would apply in full in this Clause 3 to non-Personal Data.

**3.6** User Information will not be disclosed to anyone, other than where:

- (a) we are legally required to disclose;
- (b) we have a public duty to disclose;
- (c) such disclosure is required for the protection, enforcement or defence of the legal rights and interests or the legitimate business purpose of RDWT;
- (d) the disclosure is made with your consent or the relevant other person; or
- (e) the disclosure is made to the class of recipients set out in the PDPO Notices as if the PDPO Notices would apply to such User Information (and the recipients may also use, transfer and disclose such information for the purposes set out therein).

**3.7** You agree to inform us immediately, and in any event within fourteen (14) days, in writing if there are any changes to any User Information supplied to us from time to time, and to respond promptly to any request for any User Information from us.

**3.8** You shall take such steps as required from time to time for the purposes of any Applicable Laws to permit us to use, store, disclose, process and transfer any User Information in the manner set out in these User T&Cs.

**3.9** Where (i) you fail to provide promptly any User Information reasonably requested by us, (ii) you withhold or withdraw any consents that we may need to process, transfer or disclose any User Information for the purposes set out herein (except for purposes connected with marketing or promoting products and services to you), or (iii) we have suspicions regarding Financial Crime or an associated risk, we may:

- (a) make our own judgment with respect to your status;
- (b) be unable to provide, or continue to provide, all or any part of our services via the User Account or an RD Wallet Account and reserve the right to terminate our relationship with you and/or each Customer; and
- (c) take actions necessary for us to meet the Compliance Obligations.

**3.10** If you fail to supply promptly the Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your tax status, including whether you are reportable to an Authority,

and may require us or other persons to withhold amounts as may be legally required by any Authority and to pay such amounts to the appropriate Authority.

- 3.11** This Clause 3 shall continue to apply notwithstanding the closure of your User Account or an RD Wallet Account.

#### **4 Instructions**

- 4.1** Depending on the access and usage rights granted to you, you may send an Instruction to RDWT through your User Account. RDWT has the right to accept or refuse any Instruction or to prescribe any condition or procedure for accepting an Instruction without giving any reason or prior notice to you, and RDWT shall not be liable for any Loss incurred or suffered by you as a result of its decision.

- 4.2** You acknowledge that your right to give an Instruction may be subject to any restrictions or usage rights imposed by the Customer and approved by RDWT or restrictions imposed by RDWT from time to time.

- 4.3** RDWT is authorised to act on an Instruction if it believes in good faith such Instruction is given or appears to be given by you. We may act on an Instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstances.

- 4.4** RDWT shall have no duty to verify the identity or authority of the person giving an Instruction or the authenticity of such Instruction, apart from verifying the Login Details and/or such other identifiers of the User, as RDWT may consider necessary. You shall take all such steps as required by RDWT to enable RDWT to complete the verification process.

- 4.5** Any Instruction, once given by the User, may not be amended, revoked or withdrawn without the consent of RDWT. RDWT may, but is not obliged to, act on a request to cancel or amend an Instruction.

- 4.6** Any Instruction received and acted on by RDWT in good faith shall be irrevocable and binding on the User and the relevant Customer, even if it is unintentional, incorrect, false or unclear, or it has not been given or authorised by you or the relevant Customer. If a dispute arises at any time in relation to the contents of any Instruction, RDWT's relevant records shall be conclusive evidence of such contents.

- 4.7** In addition to any other rights conferred on RDWT under these User T&Cs and the RD Wallet Terms, RDWT has the right to delay acting or not act on an Instruction or any part of an Instruction without giving prior notice to the User under any of the following circumstances:

- (a) if, in RDWT's reasonable opinion, the Instruction is unclear, ambiguous, incomplete, contains any error or conflicts with other instructions, or may have been withdrawn or revoked or has expired;
- (b) if the Instruction given by the User is inconsistent with his level of authority or the usage rights granted to him by the Customer;
- (c) if the Instruction is not given in a form or by such means or manner which is acceptable to RDWT;

- (d) if RDWT is unable to act on the Instruction due to prevailing market conditions or any other reason beyond its reasonable control;
- (e) if, in RDWT's reasonable opinion, the Instruction is not consistent with or is in breach of any Applicable Law, any provision of these User T&Cs or any other applicable terms and conditions;
- (f) if RDWT suspects the authenticity of an Instruction or the authority of the person giving it; and
- (g) under any circumstances which RDWT is entitled to do so under the RD Wallet Terms,

and RDWT will not be liable for any Loss incurred or suffered by the User as a result of the above.

**4.8** If any of the circumstances set out in Clause 4.7 above arises, RDWT may, but is not obliged to, require the User to re-issue, verify, confirm, supplement or clarify the relevant Instruction. The User understands that RDWT is entitled to require the User to do so for the security of the User Account or the relevant RD Wallet Account. Any failure or delay of the User to comply with this Clause 4.8 may result in RDWT refusing or delaying the processing of the relevant Instruction.

**4.9** All Instructions and other communications given by you to RDWT through electronic means, which are digitally signed or otherwise given in accordance with the procedures imposed by RDWT from time to time relating to the giving of electronic Instructions and communications, shall have the same legal effect, validity and enforceability as if such Instructions and communications were signed by you in writing and physically delivered to RDWT.

## **5 Records**

**5.1** RDWT is authorised to record all Instructions and communications between it and the User, and to retain those recordings or records for a period of time as RDWT considers necessary. After such period, RDWT may destroy these recordings or records as it considers appropriate.

**5.2** RDWT's records relating to the User Account shall be conclusive and binding on the User unless and until the contrary is established. The User agrees that any such records will be admissible in court as evidence of the facts contained therein, to the extent permissible by Applicable Laws.

## **6 Fees and Charges; Costs and Expenses**

**6.1** RDWT reserves the right to, at any time and from time to time, impose fees and charges for the use of and access to the User Account and RD Wallet Services.

**6.2** A list of fees (if any) will be available on the Platforms.

**6.3** All fees, charges, costs and expenses referred to in this Clause 6 shall be paid by the User on the date specified by RDWT or on demand by RDWT and in each case, in such amount(s) and in such currency as RDWT shall determine or specify from time to time.

**6.4** If RDWT is required to convert one currency to another currency as required or appropriate under these User T&Cs, such conversion will be effected at the prevailing exchange rate at the time of conversion as shown on the Platform.

**6.5** All payments by the User shall be made to RDWT without any set-off, counterclaim or condition and free and clear of all present and future Taxes, withholdings or deductions of any nature except that, if the User is compelled by Applicable Laws to make such withholding, the sum payable by the User shall be increased so that the amount actually received by RDWT is the amount it would have received had there been no withholding. For the avoidance of doubt, any Tax imposed by an Authority on any such payments shall be borne by the User.

## **7 Representations and Warranties**

**7.1** You represent and warrant that:

- (a) *Capacity:* You have the power to enter into, deliver and perform your obligations under these User T&Cs and all other applicable terms and conditions, and any transactions contemplated thereunder. You are not, by reason of illness or incapacity (whether mental or physical), incapable of managing your own affairs;
- (b) *Non-contravention:* Your execution, delivery and performance of your obligations in, and the transactions contemplated by, these User T&Cs and all other applicable agreements, do not and will not contravene any agreement or instrument binding on you or your assets, or any Applicable Law;
- (c) *Authorisations:* You have taken all necessary actions and obtained all required or desirable authorisations to enable you to: (i) enter into and perform your obligations under these User T&Cs and all other applicable terms and conditions imposed on you by RDWT, and any transactions contemplated thereunder; (ii) act on behalf of the relevant Customer; and (iii) make these User T&Cs admissible in evidence in Hong Kong. Any such authorisations are in full force and effect;
- (d) *Information:* All documents and information provided by you to RDWT, whether in relation to yourself, the Customer, another User or any other person, are accurate, correct, complete, up-to-date and are in full force and effect;
- (e) *Sanctions:* You are not, and are not directly or indirectly controlled by, related to or associated with any person that is:
  - (i) the subject of any sanctions administered or enforced by any Authority ("**Sanctions**"); or
  - (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions; and
- (f) *CFCA:* If you are an individual who possesses a Chinese identity card, with PRC as your nationality, or may otherwise be potentially subject to the requirements imposed by China Financial Certification Authority, you confirm that you have read, understood and agreed to be bound by the "CFCA Digital

Certificate Service Agreement" (《CFCA 数字证书服务协议》) and the "Security Tips for Digital Certificate Use" (《数字证书使用安全提示》).

**7.2** Each of the above representations and warranties are deemed to be made every day throughout the duration of these User T&Cs and every time you give an Instruction, by reference to the facts and circumstances then existing.

## **8 Undertakings**

You undertake the following, and these undertakings remain in force from the date of your acceptance of these User T&Cs until the termination, removal or deletion of your User Account:

**8.1** to use your User Account and the RD Wallet Account in accordance with all Applicable Laws, these User T&Cs and the RD Wallet Terms, and such other applicable terms and conditions as may be stipulated by RDWT from time to time;

**8.2** not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorised access to any part of the User Account, the RD Wallet Account, the Platforms and any other system operated by RDWT, its affiliates or partners.

**8.3** to notify RDWT as soon as you encounter any irregularity or malfunction in using your User Account and/or the RD Wallet Account;

**8.4** to provide complete, true and accurate information as required, ensure that there is no omission, concealment or misleading statement and update such information or statement to ensure that it remains complete, true and accurate at all times; and

**8.5** to comply with all such requirements and requests as RDWT may specify from time to time in connection with the application, operation, maintenance or termination of the User Account and/or the RD Wallet Account.

## **9 Username, Password and OTP**

**9.1** You shall comply with all requirements, instructions or recommendations relating to security for the use of your User Account (including the use, registration and activation of any Login Details) as RDWT may prescribe from time to time.

**9.2** You may change any Username and/or Password or re-register your Biometric Credentials in accordance with the procedures prescribed by RDWT from time to time but any change is effective only upon confirmation by RDWT. An OTP may expire after a certain period as determined by RDWT and notified to you.

**9.3** Each of the Login Details (save for the OTP) will remain effective until changed or cancelled by you in accordance with such procedures as prescribed by RDWT from time to time and the change or cancellation is accepted by RDWT.

**9.4** You acknowledge that your mobile service provider may not allow you to receive the OTP via SMS if you are abroad or using an overseas mobile service network. In addition, service charges may be levied by your mobile service provider for receiving the OTP. RDWT will not be liable for any such charges levied by the service provider or any other party.

**9.5** Delivery of the OTP via SMS or e-mail may be subject to delayed transmission due to the traffic of the service network of your network service provider. RDWT will not be

liable for losses arising out of any interruption or delays due to any failure of the network service provider.

## **10 Biometric Credentials**

**10.1** We may at our sole discretion allow you to use Biometric Credential to authenticate your identity. In order to use your Biometric Credentials, you must register your Electronic Device (with biometric identity sensor supported) for the same by completing the steps specified by us, including:

- (a) installing the Mobile App on your Electronic Device;
- (b) activating the biometric identity sensor on your Electronic Device and registering at least one of your Biometric Credentials to control access to the Electronic Device; and
- (c) at our reasonable request, executing any additional documents, providing any additional information, and performing any such acts as we consider necessary for the purpose of enabling your use of the Biometric Credentials.

**10.2** Once your Biometric Credentials are successfully registered, you may use your Biometric Credentials to authenticate your identity to access your User Account. You can deactivate your Biometric Credentials at any time by completing the steps specified by us from time to time. We reserve the right to unilaterally terminate your use of the Biometric Credentials and we will notify you of such termination by email or via other channel as we deem appropriate.

**10.3** By using your Biometric Credentials, you:

- (a) understand that the Biometric Credentials are recorded on your Electronic Device only and we do not collect, save or keep any record of, your Biometric Credentials;
- (b) agree that RDWT is authorised to authenticate your identity by verifying the Biometric Credentials recorded on your Electronic Device;
- (c) must ensure that only your Biometric Credentials are stored on your Electronic Device;
- (d) agree that each time the Mobile App detects the use of your Biometric Credentials registered on the Electronic Device, you are deemed to have accessed your User Account;
- (e) understand that the authentication process is performed by the Mobile App by interfacing with the biometric identity sensor module on your Electronic Device and that you agree to the authentication process and our accessing and using of any information obtained via the biometric identity sensor module on your Electronic Device;
- (f) understand that upon the successful registration of your Biometric Credentials, the Biometric Credential stored on your Electronic Device can be used to access your User Account, and that it is your sole responsibility to take all reasonable security measures to prevent any unauthorised or

fraudulent use of your User Account via the biometric identity sensor module, including complying with the security measures set out in Clause 11 (*Security Measures*);

- (g) understand that we do not represent or warrant that the biometric identity sensor module will be accessible at all times, or will be compatible with any particular electronic equipment, software, infrastructure or other services that we may offer from time to time;
- (h) agree that all instructions given (whether authorised by you or otherwise) by way of Biometric Credentials may not be retracted or cancelled, and shall become the sole instruction for us to demand payment, receive payment, carry out FX transactions and/or RDU conversion, or undergo any other specified operations; and
- (i) agree that you must bear the sole responsibility for all uses and instructions given (whether authorised by you or otherwise) by way of Biometric Credentials and we are not liable for any Losses which you may incur in connection with the use or attempted use of Biometric Credentials and/or instructions given by way of Biometric Credentials.

## **11 Security Measures**

- 11.1** You agree to be responsible for setting up, maintaining and regularly reviewing security measures in relation to the access to and use of your User Account, including security measures relating to the control and use of and access to any Electronic Devices used to access your User Account and your Login Details. For further details, please refer to the security measures set out in the Platform Terms of Use.
- 11.2** You must act in good faith and exercise reasonable care and diligence in keeping your Login Details confidential. Under no circumstances should you disclose your Login Details to any person.
- 11.3** You shall keep all Electronic Devices used to access your User Account secure at all times and act in good faith and exercise reasonable care and diligence in preventing any accidental or unauthorised use, access to or loss thereof, including logging out of the User Account after each session and installing appropriate and up-to-date security software and security patches from time to time to safeguard any information and data contained in those Electronic Devices, failing which may lead to or facilitate any accidental or unauthorised access to or use of your User Account.
- 11.4** You shall not access your User Account using Electronic Devices that are connected to a local area network (LAN) or any public internet access device or access point without first ensuring that such Electronic Devices and network are free from viruses, spyware, destructive or disruptive components, malicious codes or any other software or component which will or may compromise your access to your User Account.
- 11.5** You understand and accept that any person who has access to, possesses, knows or is allowed to find out the Login Details may be able to access and operate your User Account and the relevant RD Wallet Account.

**11.6** RDWT may at any time modify all or any of the security procedures established for the User Account, including the modification of any rules of operation, delivery of any Login Details and authentication procedures, as the case may be. The User shall observe and adopt in a timely manner such security procedures.

**11.7** You must immediately notify RDWT if you know or suspect that:

- (a) there is or has been any accidental or unauthorised access to your User Account and/or an RD Wallet Account or unauthorised use or loss of any Electronic Devices used to access the User Account or an RD Wallet Account;
- (b) there is or has been any unauthorised Instructions; or
- (c) an unauthorised person is aware or has knowledge of any Login Details.

You shall, following the occurrence of any such event, immediately change the Login Details used to access the User Account and all RD Wallet Accounts.

**11.8** You must immediately notify RDWT and take all necessary steps (as prescribed by RDWT) to terminate your access to all relevant RD Wallet Accounts if your designation or appointment with respect to an RD Wallet Account is or is supposed to be withdrawn or amended (pending the new arrangement being set up) by the relevant Customer.

**11.9** If you are an Administrator and you suspect any impropriety on part of a Non-Administrator User in connection with the use of such Non-Administrator User's User Account or a RD Wallet Account, or the designation or appointment of such Non-Administrator User is withdrawn or amended (pending the new arrangement being set up) by the relevant Customer, you must immediately notify RDWT and take all necessary steps (as prescribed by RDWT) to terminate that Non-Administrator User's access to that User Account and all relevant RD Wallet Accounts.

## **12 Termination and suspension**

**12.1** The User may suspend or terminate all or any part of RD Wallet Services or any one or more of the User Accounts, to the extent that it is operationally feasible for RDWT to do so, by giving RDWT prior written notice of such period as RDWT may accept.

**12.2** The User remains responsible for performing and discharging his obligations and liabilities incurred or accrued before or at the time of any suspension or termination described in this Clause 12.

**12.3** RDWT may, with or without giving the User any notice or reason, modify, remove, suspend, discontinue or terminate the provision of any RD Wallet Account, User Account, RD Wallet Services, any Platform or any communication channel, whether in whole or in part and whether generally or with respect to specific persons.

**12.4** Without prejudice to Clause 12.3 and any other right RDWT may have, RDWT may terminate these User T&Cs with immediate effect by giving the User notice upon the occurrence of any of the following events:

- (a) a Customer or the User is in breach of any undertaking, representation or warranty in or provision of the RD Wallet Terms, these User T&Cs or any other applicable terms and conditions and agreements;

- (b) there is any breach or failure (or suspected breach or failure) by the User to observe any Applicable Laws;
- (c) the User Account or an RD Wallet Account is being used or is suspected of being used for any illegal purpose or activity in any jurisdiction;
- (d) if any action under any provision of any Applicable Laws relating to bankruptcy (or other analogous procedures) is filed by or against the User and such action is not dismissed within sixty (60) days of the filing;
- (e) the User makes any arrangement with his creditors or becomes subject to a bankruptcy order or other analogous process;
- (f) it is necessary or useful in RDWT's opinion terminate these User T&Cs to prevent the violation of any Applicable Laws, or any internal policies or procedures established by RDWT in accordance with Applicable Laws or good market practice; or
- (g) there are circumstances which requires or warrants immediate suspension, termination or closure of the User Account or an RD Wallet Account.

**12.5** Upon the removal or termination of the User Account or the termination of these User T&Cs for any reason, RDWT shall cease to have any further obligation to provide any benefits or services to the User in respect of that User Account or otherwise.

**12.6** We have the right to restrict or impose conditions for accessing or operating the User Account or an RD Wallet Account or accessing any RD Wallet Services, including where an account has been inactive for a certain period of time as determined by us, or for compliance with any Applicable Laws, or otherwise for the purpose of preventing or managing any risk to or of RDWT.

### **13 Limitation of Liabilities**

**13.1** RDWT will take reasonably practicable steps to ensure that its systems in connection with RD Wallet Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any Applicable Laws and prevailing market practices which may be applicable to RDWT from time to time. However, the User accepts that:

- (a) the internet may not always be a reliable medium of communication;
- (b) RD Wallet Services and/or a Platform may not meet all the requirements or expectations of the User;
- (c) Instructions may be subject to delays, misunderstandings and errors in transmissions, executions and communications or interruptions (and may not be processed at all) from time to time; and
- (d) the operation, functionality and reliability of RD Wallet Services and/or a Platform may be subject to interruptions or variation and/or require periodic modifications and improvements from time to time.

**13.2** The User agrees that neither RDWT nor its affiliates or group members nor any of their respective directors, employees, consultants, contractors or agents (the

"**Indemnified Parties**") shall be liable for any direct, indirect, special, exemplary, punitive, incidental or consequential loss or damage or expense of any kind, whether based on contract, tort or otherwise which arises out of or are in any way connected with these User T&Cs, the User's use or inability to use or access the User Account, RD Wallet, a Platform or the RD Wallet Services, and whether such loss, damage or expense is caused by negligence or otherwise, and whether RDWT has any control over the circumstances giving rise to the claim or not.

**13.3** Nothing in these User T&Cs shall exclude liability for death or personal injury caused by RDWT's negligence. All terms expressed or implied by statute or otherwise are hereby excluded to the fullest extent permitted by Applicable Laws.

## **14 Indemnity**

**14.1** The User agrees to hold harmless and indemnify the Indemnified Parties against any and all Losses suffered or incurred by any of them (whether or not foreseeable) arising out of or in connection with:

- (a) the operation and maintenance of the User Account and/or an RD Wallet Account;
- (b) claims, proceedings or actions made or brought against it by any third party arising out of any breach by the User of any of his obligations hereunder;
- (c) any act or omission by the User or anyone acting on his behalf that violates any Applicable Laws;
- (d) any breach by the User or anyone acting on his behalf of any representation, warranty or provision under these User T&Cs;
- (e) RDWT's maintenance or operation of an RD Wallet, the RD Wallet Services or any Platform;
- (f) RDWT accepting or acting (or not accepting or acting) on any Instruction or any revocation, cancellation, alteration of or delay in executing any such Instruction in full or in part for any reason;
- (g) failure of the User or any person acting on his behalf to safeguard the Electronic Devices or Login Details; or
- (h) RDWT preserving or enforcing its rights under these User T&Cs (including commencing legal proceedings), or complying with its obligations under these User T&Cs or any other terms and conditions relating to the RD Wallet Services,

unless such Losses are caused directly by the gross negligence, wilful default or fraud of the Indemnified Parties.

**14.2** This indemnity shall survive the termination of the User Account and these User T&Cs.

## **15 Amendments**

**15.1** RDWT may add, delete, change or revise these User T&Cs and any other terms and conditions governing the use of the User Account from time to time. Any addition,

deletion and amendments to these User T&Cs shall become effective upon RDWT giving reasonable notice to the User.

- 15.2** Alternatively, RDWT may give notice to the User by posting it on each Platform or by such other means as RDWT thinks fit, and any such amendments shall be binding on the User if the User continues to operate and maintain the User Account on or after the effective date of any such amendment.

## **16 Communications**

- 16.1** RDWT shall be entitled to prescribe from time to time the forms and channels of communications with the User.

- 16.2** All notices or communications shall be in writing. A party will be deemed to have received a notice or communication given by the other: (a) at the time of personal delivery or leaving it at the address last notified in writing by one party to another (if delivered personally); (b) forty-eight (48) hours after posting it to the abovementioned address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post, registered mail or courier); (c) immediately after emailing it to the email address last notified in writing by one party to another (if sent by email); (d) immediately after sending it by way of an SMS message to the mobile phone number last notified in writing by one party to another (if sent by SMS); or (e) immediately after it is sent through a communication channel (as designated by RDWT) on a Platform (if sent through a Platform).

## **17 Severability**

Each of the provisions of these User T&Cs is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the legality, validity and enforceability of the remaining provisions shall not be affected in any way.

## **18 Waiver**

No act, delay or omission by RDWT, at any time, shall affect its rights, powers and remedies under these User T&Cs or any further or other exercise of such rights, powers and remedies at any time thereafter. The rights, powers and remedies of RDWT under these User T&Cs are cumulative and not exclusive of the rights, powers and remedies provided by law.

## **19 Assignment**

- 19.1** You are not entitled to assign or otherwise transfer any of your rights, obligations or benefits under these User T&Cs without the prior written consent of RDWT.
- 19.2** RDWT is entitled to assign or otherwise transfer any of its rights, obligations and benefits under these User T&Cs to any successor entity, affiliates or other person at its sole discretion.

## **20 No Breach**

Notwithstanding anything to the contrary, nothing in these User T&Cs obliges us or you to do or omit to do anything if it would or might in our reasonable opinion constitute a breach of (a) any of our policies, (b) any Applicable Laws, or (c) any order or sanction of or imposed by any Authority.

## **21 Entire Agreement**

**21.1** These User T&Cs constitute the entire agreement between RDWT and you and replaces all previous agreements, promises, assurances, warranties, presentations and understandings between RDWT and you, whether written or oral, relating to its subject matter.

**21.2** No party has relied on any oral or written communication, proposal, representation or warranty made, or purportedly made, by the other party or on its behalf except as set out in these User T&Cs.

## **22 No Third Party Rights**

Saved for the Indemnified Parties or as expressly provided otherwise in these User T&Cs, a person who is not a party to these User T&Cs has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of the same.

## **23 Inconsistency**

**23.1** In the event of any conflict or discrepancy between:

- (a) the English version and Chinese version of these User T&Cs, the English version shall prevail; and
- (b) these User T&Cs and the RD Wallet Terms, the RD Wallet Terms shall prevail.

## **24 Governing Law and jurisdiction**

**24.1** These User T&Cs shall be governed by and interpreted in accordance with the laws of Hong Kong, and the User submits to the exclusive jurisdiction of the Hong Kong courts.

**24.2** Notwithstanding Clause 24.1, RDWT shall not be prevented from taking proceedings relating to any dispute arising out of or in connection with these User T&Cs (including any dispute relating to a non-contractual obligation arising from or in connection with these User T&Cs and any dispute regarding the existence, validity or termination of these User T&Cs) and/or enforcing these User T&Cs in the courts of any competent jurisdiction.

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