

Introduction

The following terms and conditions (“**Terms**”) are an agreement between you and Card Issuer that governs your access to and use of your Card through Google Pay. By registering to add Card for use in Google Pay on your Android Device, or allowing another cardholder to add a Card linked to your Card Account for use in Google Pay on their Android Device, you agree that you have read, understood, and accepted all of the Terms contained herein and to use your Card in accordance with these Terms. If you do not agree with any of the following Terms, you must cease all access to or use of your Card in connection with Google Pay and/or remove any Card linked to your account from Google Pay.

These Terms shall be read in conjunction and in addition with the Terms and Conditions of Payment Cards (“**Agreement**”) which are available at <https://app.smartcardpe.com/faq> and associated with each Card. It is important that you read these Terms and the Agreement together. In the event of any inconsistency between the provisions of these Terms and the Agreement relating to your access to or use of Card through Google Pay, the provisions of these Terms shall prevail.

You also acknowledge that your use of Google Pay is subject to the terms and conditions set forth by Google with respect to the use of Google Pay, which will not change or override these Terms.

Eligibility / Enrollment

Google Pay is available to Card cardholders for the purposes of purchasing goods and services with an eligible Android Device at near field communication (“**NFC**”) enabled merchants and/or an online merchant, who accepts Google Pay as a form of payment.

To add your Card to Google Pay, you must register your Card through Google Pay via application or by directly scanning or entering the Card details manually on Google Pay wallet (“**Google Pay Card Registration**”). You may be required to take additional steps to authenticate yourself before your Card is added to Google Pay, including providing the correct one-time password (“**OTP**”) which will be sent to you by us via SMS on your registered mobile number (“**Additional Authentication**”). Your enrolment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or the underlying Card Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion. Google Pay may also limit the number of Cards that you may store in a single Android Device from time to time which we cannot control. We may, however, limit the number of Android Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

For a Program Account which contains multiple Cards issuance, each Card shall be regarded as separate, and thus be subject to separate Google Pay Card Registration and Additional Authentication individually.

By adding your Card to Google Pay, a unique numerical identifier different from your Card number (“**Device Card Number**”) will be allocated for the purpose of making purchases and receiving refunds through Google Pay. Due to the manner in which Google Pay operates, you

may need to present your Android Device at a merchant when you return an item purchased using Google Pay on such Android Device.

Once a Card is added to Google Pay, you can use Google Pay to authorise transactions on a Card Account. This is done by using the relevant Android Device in place of a Card at a contactless payment terminal or in an application on an Android Device.

Renewal of your Card upon expiry or replacement of the damaged Card will not affect your use of the same Card enrolled for Google Pay, whether or not you have activated the renewed or replacement Card.

Your use of Cards through Google Pay

You must keep your Android Device safe or secure, by locking it when not in use or when it is unattended and/or by installing up-to-date anti-software on it (where applicable), including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer or intentionally disabling the device's hardware or software controls (commonly referred to as "jailbreaking"). You acknowledge and agree that the use of a modified device to use your Card in connection with Google Pay is expressly prohibited and constitutes a violation of these Terms, and is grounds for us to deny your access to your Card through Google Pay.

You must also ensure that your passcode or personal identification number that is required to allow you to use your Android Device to access and use your Cards to make purchases through Google Pay is kept secure in the same way as a cardholder would a banking password or PIN, including but not limited to, by:

- Not disclosing or sharing with anyone;
- Not carrying a record of it with an Android Device or anything liable to be stolen with an Android Device (unless a reasonable effort is made to protect the security of the device);
- Not choosing an easily guessable passcode such as the cardholder's date of birth or a recognisable part of the cardholder's name; and
- Not acting with negligence in failing to protect the security of the passcode.

You must take all steps and prevent any fraud, loss, or theft in respect of your Android Device or any of your Cards in connection with the use of Google Pay.

If biometric identifiers are registered on your Android Device and are used to identify you or be used to grant access to and use your Card for Google Pay, you must not save a third party's biometrics such as fingerprint (biometric information) on the device. In the event a third party's biometrics are saved on the device, whether now or in the future, and such biometric details can be used to grant access to the device to access and use your Card, you understand, acknowledge and agree that you will be taken to have authorised that person to transact on your behalf and the relevant transactions will be charged to your Card, to which you shall be responsible and liable for the same.

If you enroll for biometric verification such as fingerprint identity ("**Touch ID**"), personal identification number or passcode on Google Pay, the collection, storage, enrolment, and access to Google Pay using your biometric information, personal identification number or passcode will be made using the technology on your Android Device. Accordingly, when you

log into Google Pay and choose to be verified using the technology on your Android Device, your fingerprint or any other biometric information, personal identification number, or passcode will be matched and verified against your device's technology. Accordingly, you acknowledge that we have no control over the technology on the Android Device, the availability, capability, verification method, security, and integrity of the Android Device and cannot be held responsible for transactions effected using Google Pay and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Android Device's manner of verification and risks associated with such use is acceptable to you.

The use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Card on Google Pay will be considered as authorized by you and you shall be responsible and liable for the same. If you share your passcode with any other person, you are taken to have authorized that person to transact on your account using Google Pay. This means that any Google Pay transaction initiated by that person using the fingerprint or passcode will be authorized by you and the clauses of the Agreement which deal with unauthorized transactions will not apply. If your Android Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or your Card has been used through Google Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with Google Pay until you notify us unless we determine, at our sole discretion that: (i) you have fully complied with these Terms (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your wilful misconduct and/or gross negligence and that you have not acted fraudulently.

You agree and acknowledge that the transaction history displayed in Google Pay in connection with the use of your Card in Google Pay solely represents our authorization of your Google Pay transaction using that particular Android Device and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, refunds, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Google Pay transaction history in connection with the use of your Card in Google Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and the transaction history displayed in Google Pay, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

Fees and charges

All applicable fees, interests, and charges that apply to your Card pursuant to the Agreement are available and provided on our website and will continue to apply after you have registered your Card with Google Pay. We currently do not impose any additional fees for using your Card through Google Pay but we reserve the right to impose a fee at our sole discretion in the future. You shall be solely responsible for all third-party charges, such as your telecommunications carrier or provider may impose web-enablement, data usage, or text messaging fees and/or other charges associated with your use of Google Pay.

As a condition of using your Card in connection with Google Pay, you acknowledge and consent to us sending notifications and automatically dialed calls or text messages to the Android Device which may or may not be the same device as your mobile phone number on record with us.

Suspension and termination of Google Pay

We have the right to suspend, block, or cancel your ability to use your Card in connection with Google Pay at any time and need not give you any prior notice or reason for doing so, including, modifying or suspending the type of transactions allowed on your Card in connection with Google Pay, change the eligibility of a Card for use with Google Pay, and/or change the Card authentication process.

We also have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Google Pay. The limit will be at such amount(s) as determined by us and notified to you from time to time.

In the event we have canceled or suspended your Card in accordance with these Terms and/or the terms of the Agreement, you will not be allowed to use it through your Android Device. Please note that this is the case even though you may still see a symbol for the Card on your Android Device.

Authorization to collect and share data

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of your Card through Google Pay. We may also collect information relating to your Android Device (including app version, device type and model, operating system, and security information such as whether you have obtained root access):

- To ensure your Card properly functions in Google Pay;
- For security purposes and to identify fraud;
- For Card Issuer to better provide assistance to you; and
- To tell you about other products or services that may be of interest to you.

You acknowledge that (i) Google, the provider of Google Pay technology that supports your Card in Google Pay, as well as its subcontractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (i.e., Visa) as well as subcontractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Card through Google Pay in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Google Pay; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage, and disclosure of any personal information provided by you directly to Google, the applicable payment network branded on your Card (i.e., Visa), or other third parties supporting Google Pay, will be governed by the privacy policy of such party.

Merchant relationships and disclaimers

Merchants may present to you certain discounts, rebates, or other benefits (e.g. free shipping) (“Offers”) if payment is effected through Google Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant. We will not be liable for any

loss or damage as a result of any interaction between you and a merchant with respect to such Offers. All matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Google Pay or the Offers that they provide.

Changes to Terms and Conditions

We may amend at any time these Terms, by providing reasonable prior notice to you. We may revise these Terms at any time by updating this posting. You are bound by such revisions and should therefore visit our website to review the current Terms from time to time.

Intellectual Property

All intellectual property rights including all patents, trade secrets, copyrights, trademarks, and moral rights (collectively, “**Intellectual Property Rights**”) in Google Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Google, us, our licensors or third parties. Nothing in these Terms gives you any rights in respect of any intellectual property owned by Google, us, our licensors, or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Google Pay.

Disclaimers of warranty

Google Pay is provided by Google and without warranty from us. You acknowledge and agree that from time to time, your use of the Card in connection with Google Pay may be delayed, interrupted, or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to the use of your Card through Google Pay due to such delay, interruption, disruption, or similar failure.

You acknowledge that we are not party to the terms and conditions for Google Pay between you and Google and we do not own and are not responsible for Google Pay. We are not providing any warranty for Google Pay. We are not responsible for performance, maintenance, or other support services for Google Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to Google Pay, including, without limitation, any third-party product liability claims, claims that Google Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Google Pay, including those pertaining to Intellectual Property Rights, should be directed to Google.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Android Device. You are responsible for the selection of an Android Device and for all issues relating to the operation, performance and costs associated with such Android Device.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or

other intangible losses, that result from the use of, inability to use, or unavailability of Google Pay, including your use of Card in connection with Google Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Google Pay, including your use of your card in connection with Google Pay; (iii) any interruption or cessation of transmission to or from Google Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Google Pay by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Google Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

Indemnity

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, including any violation of our policies; (b) your wrongful or improper use of Google Pay, including wilful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Hong Kong or any other country; (e) any access or use of Google Pay by any other party with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulations, guidelines or official directive or circulars which has an effect on the Card or Google Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

Representation and warranty

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Google Pay is your name; (ii) you are the cardholder of all Cards you add to Google Pay; (iii) you and all transactions initiated by you or using any of the Cards added to Google Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Card through Google Pay for any fraudulent undertaking or in any manner to interfere with the operation of Google Pay; (vi) you will not permit any use of your Card through Google Pay by any third party; and (vii) your use of your Card in connection with Google Pay will comply with these Terms.

Removal of your Card from Google Pay

You shall follow the instructions from Google Pay to remove your Card from Google Pay if you no longer wish to use your Card through Google Pay. You should also ensure that any Card is removed from your Android Device before the disposal of the Android Device. Removal of your Card from Google Pay will not terminate your Card unless you also choose to terminate such in accordance with the terms of the Agreement.

Severability

If any provision or part of a provision of these Terms is illegal, invalid or unenforceable, it will be severed from these Terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

Governing law

The same laws that govern the Agreement shall govern these Terms.

Definitions

In these Terms, all capitalised words or expressions used shall be defined and carry the same meaning as stated in the Definition section of the Terms and Conditions of Payment Cards (**“Agreement”**) except for the following words defined below:

“Android Device” means a device that supports the Android operating system, which Reap determines, at its sole discretion, is eligible for the registration of Card to be used in Google Pay. Any devices that are modified contrary to the software or hardware guidelines of the manufacturer, including by disabling hardware or software controls (commonly referred to as “jailbreaking”), are not eligible for the registration of Card to be used in Google Pay.

“Google Pay” means the mobile payment and digital wallet service created by Google that lets users make payments using certain devices that support the Android operating system and credit cards or debit cards registered on such Android Devices.

“Card Issuer”, **“Reap”**, **“we”** or **“us”** means Reap Technologies Limited and its subsidiaries.

“You” means the Company of the Program Account related to the Card which has been added to the Google Pay digital wallet on any Android Device and, as the context requires, includes any relevant Authorized User.