

ZA International Financial Services Limited (“Company”)

ZA Coin

Terms and Conditions

1. Definitions

Associated Companies has the meaning interpreted in section 2(1) of the Companies Ordinance (Cap. 622);

Bank means ZA Bank Limited, an Associated Company of the Company;

Company, we or **our** means ZA International Financial Services Limited;

Participating Partners means the business partners participating in the ZA Coin Programme;

Special Terms and Conditions means the specific terms and conditions of these rewards and cashback offers (including the transactions which are eligible for earning ZA Coin) imposed by an Associated Company participating in the ZA Coin Programme;

ZA Coin is a unit under the ZA Coin Programme offered and operated by the Company in accordance with these terms and conditions. You are required to register as a member of ZA Fam and agree to the terms and conditions herein.

ZA Coin Programme means the reward programme offered and operated by the Company in accordance with these terms and conditions.

ZA Card includes a virtual debit card and the corresponding physical debit card issued by the Bank;

ZA Fam: a membership programme offered and operated by the Company.

Who may participate in the ZA Coin Programme

1. Any member of ZA Fam (“**you**” or “**your**”) will be eligible to participate the ZA Coin Programme in accordance with these terms and conditions.
2. To participate in the ZA Coin Programme, you are required to:

- 2.1 open and maintain an account with the Company (“**ZA Fam Account**”) at <https://zaif.za.group> (“**Site**”) which can be downloaded at the Site; and
 - 2.2 agree to these terms and conditions, in order to use the ZA Coin and enjoy the rewards from using the ZA Coin.
 3. You have the right to close the ZA Fam Account at any time by sending us your request to us at ZAIF-CS@za.group. In such event, you will not be entitled to encash any ZA Coin balance in your ZA Fam Account. We have the right to cancel any accumulated ZA Coin upon the closure of your ZA Fam Account by you.
 4. We may offer, vary, suspend or withdraw different benefits, scheme or arrangements under the ZA Coin Programme. The availability or redemption of some benefits, reward programmes or schemes may be governed by further terms and conditions specified by us from time to time.
 5. Only such benefits, reward programme or scheme issued or specified by our Associated Companies from time to time are eligible for the ZA Coin Programme. We have the right to specify, exclude and vary the types of benefits, reward programmes or schemes that are eligible for the ZA Coin Programme.
 6. Your participation in the ZA Coin Programme is governed by these terms and conditions and any other terms and conditions specified by us from time to time. If any dispute arises in relation to the ZA Coin Programme, our decision or, if applicable, our Associated Company’s decision is final. Such dispute may include (a) any dispute over your eligibility for participation, your entitlement to benefits, redemption or other activities or transactions, or (b) any dispute between you and us or, if applicable, our Associated Company in the ZA Coin Programme.
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Earning ZA Coin

7. Your ability to earn certain units of ZA Coin under the ZA Coin Programme for every Hong Kong dollar (or its equivalent in any other currency) of your spending on each transaction eligible for the ZA Coin under the ZA Coin Programme (“**Eligible Transaction**”) shall be specified in the Special Terms and Conditions in force at the time of making the Eligible Transaction.

Expiration and Restoration of ZA Coin

8. ZA Coin earned is usually valid for two (2) years. The expiry date for ZA Coin earned will be the last day of the second (2nd) anniversary of the year of issuance of ZA Coin.
 9. Any ZA Coin that exceed the expiration date shall automatically become invalid and cannot be used for redemption or exchange for any products or services under the ZA Coin Programme (“**Expired ZA Coin**”). The Expired ZA Coin shall be deducted from the ZA Fam Account accordingly.
 10. The Company may, at its absolute discretion, restore or re-credit any cancelled or deducted ZA Coin into the ZA Fam Account on the occurrence of:
 - 10.1 any system or human errors; or
 - 10.2 any circumstances that justify the restoration of cancelled or deducted ZA Coin as the Company deems appropriate.
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Redemption with ZA Coin

11. ZA Coin is not transferrable unless we otherwise specify.
12. The applicable redemption rate for redemption or purchase of products and services will be displayed on the Site.
13. We have the right to specify and vary the amount of ZA Coin for redeeming various products and services from the Participating Partners from time to time without notice. We have the right to accept or decline your request to redeem ZA Coin where:
 - 13.1 your ZA Coin balance is sufficient, the number of ZA Coin accredited to the redemption or purchase of a product or service will be deducted from your ZA Coin balance in the ZA Fam Account; or
 - 13.2 your ZA Coin balance is not sufficient, any request to redeem will be handled by us in accordance with the Special Terms and Conditions in force at the time of making such redemption.

14. Redemption requests must be made by you. Any redemption requests from parties other than you will not be processed by the Company.
15. Once a redemption request or purchase order has been accepted by us or a Participating Partner, you are not allowed to change, cancel or seek refund on it or exchange any redeemed item.
16. For redemptions that involve physical delivery service:

16.1 a confirmation email will be sent to your email address registered with the Company;

16.2 the Participating Partner will make delivery arrangements directly with you;

16.3 you must ensure that a recipient is present at the agreed delivery date and time with the delivering Participating Partner. Any re-delivery may incur additional postage or handling fees which shall be payable by you;

16.4 normal delivery lead-time is around two to four (2-4) weeks (unless expressly specified otherwise). However, the actual delivery time taken will depend on the postal service and delivery location;

16.5 the Participating Partner may collect fees or charges from you for delivery service.

17. For redemptions delivered via e-mail (e-vouchers, e-coupons, etc.):

17.1 you will receive the redemption, QR code, bar code, URL hyperlink, passcode or such other code either in your ZA Fam Account or from the Participating Partner;

17.2 for certain products or services, you or the recipient is required to show the e-voucher or e-coupon to the Participating Partner when collecting the products or services and the information on the e-voucher or e-coupon will be processed by the Participating Partner for verification purposes;

17.3 for other forms of products or services, you or the recipient is required to visit our website at <https://zaif.za.group> or the Participating Partner's website and follow the instruction on the e-voucher to complete the redemption process;

17.4 normal delivery of the email may take up to ten (10) working days;

17.5 the Participating Partner may collect fees or charges from you for delivery service.

18. Fraud:

18.1 We have the right to forfeit or cancel any accumulated ZA Coin and terminate your ZA Fam Account if, in our reasonable opinion, there is a fraud or abuse relating to the earning, redeeming or using (including transfer or conversion) of your ZA Coin. Such fraud or abuse may include obtaining refund of the amount of a transaction by any means after earning ZA Coin for that transaction.

18.2 We have the right to cancel any accumulated ZA Coin upon the termination of your ZA Fam Account by you or by us.

Participating Partners

19. We have the right to specify and vary from time to time without notice (a) the Participating Partners in the ZA Coin Programme; or (b) any benefits, scheme or arrangements under the ZA Coin Programme. We are not liable to you for any change of Participating Partners. You may refer to the latest list of Participating Partners to the ZA Coin Programme at our website at <https://zaif.za.group> for more information.

20. Redemption of products, services, vouchers, coupons or other benefits at a Participating Partner is subject to such policy and terms and conditions as it shall specify.

Fees and Charges

21. We will not collect fees, charges or interest from you for the participation in the ZA Coin Programme unless we notify you otherwise.

22. You are required to pay all costs and expenses reasonably incurred by us in connection with your ZA Fam Account, if any. These costs and expenses may include any expenses for preserving or enforcing our rights in connection with your ZA Fam Account, any fees and charges related to dispute handling and personal data access etc.
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Termination and Cancellation

23. Subject to these terms and conditions, we may suspend or terminate your use of the ZA Coin or your ZA Fam Account at any time without giving you reason. You may cancel your ZA Coin or terminate your ZA Fam Account through such channels and in such manner and steps as we may instruct in the Site or the App from time to time.
24. Any cancellation or termination of your ZA Coin or ZA Fam Account will not affect any of your or our rights or obligations which may have accrued on or before the date of cancellation or termination. The terms in these terms and conditions that by their nature are continuing shall survive such cancellation or termination, including our disclaimers, limitations of liabilities and your indemnity in our favour.
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Exclusion and Limitation of liability

25. Neither we nor any of our Associated Companies shall be liable to you for any indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the ZA Coin Programme the provision or the refusal to provide any benefits, and the award of ZA Coin, whether such loss, damage or expense is caused by negligence or otherwise, and whether we or any of our Associated Companies have any control over the circumstances giving rise to the claim or not.
26. Neither we nor any of our Associated Companies are liable for any loss or damage incurred or suffered by you or any other person arising from or in connection with the ZA Coin Programme, including:
- (a) any act or omission by us other than as a result of our negligence or wilful default;

- (b) any interruption, delay or failure (in whole or in part) in performing our obligations in respect of your ZA Coin or your ZA Fam Account that is beyond our reasonable control;
 - (c) our execution of, or any delay or omission in acting on, any instructions from you in respect of your ZA Coin or your ZA Fam Account;
 - (d) our decision not to process any instruction from you or any delay or failure to act on such instruction in part or in full for any reason;
 - (e) any changes to or variation in the applicable redemption rate between the time we receive an instruction from you and the time we act on it;
 - (f) any default by you in performing your obligations under these terms and conditions;
 - (g) the preservation or enforcement of our rights or exercise of our powers in connection with ZA Coin, ZA Fam Account or the ZA Coin Programme;
 - (h) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties;
 - (i) the negligence, act or failure to act of any third party; and
 - (j) any unforeseeable event.
27. We will not be liable for the availability of products and services provided by Participating Partners or any loss arising from the failure by Participating Partners to provide such products and services. Where you use the services provided by a Participating Partner, their terms and conditions will apply and we will not be liable for any loss.
28. For the avoidance of any doubt, nothing in these terms and conditions shall exclude liability for death or personal injury caused by negligence. All terms expressed or implied by statute or otherwise on our or any of our Associated Companies are hereby excluded to the fullest extent permitted by law.
29. We are not liable to you or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with any ZA Coin, ZA Fam Account or ZA Coin Programme.

Indemnity

30. To the extent any applicable laws and regulations permit, you will indemnify and reimburse us for all actions, proceedings and claims which may be brought by or against us, and for all our losses and damages, and all reasonable costs and expenses which we may incur or suffer, arising from or in connection with any ZA Coin, ZA Fam Account or ZA Coin Programme, unless due to our fraud, negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such negligence or wilful default.

This Clause shall continue after the cancellation of ZA Coin or termination of ZA Fam Account or ZA Coin Programme.

Miscellaneous

31. We are not supplier of any products or services redeemable under the ZA Coin Programme. We do not accept any liability whatsoever relating to them. We are not responsible for any loss of or damage to products, vouchers or coupons, or quality of services redeemed or exchanged by you under the ZA Coin Programme.
32. These terms and conditions apply to all benefits, scheme or arrangements under the ZA Coin Programme. If any such benefit, scheme or arrangement is also governed by specific terms and conditions, the specific terms and conditions prevail over these terms and conditions to the extent of any inconsistency between them. We have the right to vary these terms and conditions and any other terms and conditions relating to the ZA Coin Programme from time to time by notice.
33. You may contact us at ZAIF-CS@za.group for enquiries, suggestions or complaints. Complaints will be dealt with according to our customer complaint handling procedures as may be revised from time to time.
34. ZA Coin Programme will evolve over time and we may, at our sole discretion, change, amend, add to, vary, modify, or otherwise discontinue all or any part of the ZA Coin Programme at any time without notice. We reserve the right to

revise and amend any of these terms and conditions from time to time without prior notice and/or correspondence in this regard. If you continue to participate in the ZA Coin Programme after we have posted updated terms and conditions, you are agreeing to be bound by the updated terms and conditions. If you do not agree to be bound by such updated terms and conditions, you may not participate in the ZA Coin Programme anymore.

35. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.
 36. In case of any ambiguity, doubts or dispute arising out of or in connection with any of these terms and conditions or any communications (whether written or oral), our decision shall be final and conclusive without assigning any reasons whatsoever.
 37. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
 38. These terms and conditions are governed by and will be construed in accordance with the laws of Hong Kong Special Administrative Region, the People's Republic of China. You agree to submit any dispute arising from or in connection with these terms and conditions to the exclusive jurisdiction of the courts of Hong Kong.
 39. The English version of these terms and conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these terms and conditions is for reference only.
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