

ZA International Financial Services Limited (“Company”)

ZA Coin

Terms and Conditions

1. Definitions

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

Coin Plus Cash Option shall have the meaning ascribed to it in Clause 21.2;

Eligible Transaction shall have the meaning ascribed to it in Clause 7;

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

Site shall have the meaning ascribed to it in Clause 2.1;

Special Terms and Conditions means the terms and conditions of these rewards and redemption offers specified by us or a Participating Partner from time to time;

ZA Coin is a unit offered under the ZA Coin Programme and operated by the Company in accordance with these terms and conditions.

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

ZA Fam means a membership programme offered and operated by the Company;

ZA Fam Account shall have the meaning ascribed to it in Clause 2.1;

ZA Mall is a ZA Coin redemption platform managed, operated and administered by the Company, which can be accessed at the Site or through other electronic channel(s).

Who may participate in the ZA Coin Programme

1. Any member of ZA Fam (“**you**” or “**your**”) will be eligible to participate in 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**”); and
 - 2.2 agree to these terms and conditions, in order to use ZA Coin and enjoy the rewards from using ZA Coin.
3. 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 (a) 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, a Participating Partner, our decision or, if applicable, the Participating Partner's decision is final.

4. We reserve the right to modify the ZA Coin Programme structure, rewards or these terms and conditions, or to terminate the ZA Coin Programme, at any time. While we will endeavour to notify you of any material change to the ZA Coin Programme and/or to these terms and conditions, any use of the ZA Coin Programme by you will be deemed as acceptance of such changes. We will not be liable for any loss or damage resulting from any change to the ZA Coin Programme or to these terms and conditions.
5. We may offer, modify, suspend or withdraw any reward under the ZA Coin Programme from time to time. The availability or offer of such rewards are subject to the Special Terms and Conditions applicable to these rewards.
6. You have the right to close your ZA Fam Account at any time by sending your request to us at zaif-cs@za.group. Upon closure of your ZA Fam Account, we will cancel your ZA Coin balance in the ZA Fam Account.

Earning ZA Coin

7. You may earn certain ZA Coin under the ZA Coin Programme for each transaction eligible for ZA Coin under the ZA Coin Programme ("**Eligible Transaction**") in accordance with the Special Terms and Conditions in force at the time of making the Eligible Transaction.
8. ZA Coin is not transferrable unless we otherwise specify.

Expiration and Cancellation

9. 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.
10. Any ZA Coin that exceeds the expiration date shall automatically become invalid and cannot be used for redemption or exchange for any rewards on the ZA Mall or under the ZA Coin Programme ("**Expired ZA Coin**"). The Expired ZA Coin shall be deducted from your ZA Fam Account accordingly.
11. We may, at our discretion, restore or re-credit any cancelled or deducted ZA Coin into the ZA Fam Account on the occurrence of:
 - 11.1 any system or human errors; or
 - 11.2 any circumstances that justify the restoration of cancelled or deducted ZA Coin as we deem appropriate.

12. We have the right to cancel any ZA Coin awarded to you if, in our reasonable opinion, an error or mistake relating to the earning or using of your ZA Coin occurs, or a reversal of an Eligible Transaction takes place after certain ZA Coin are awarded for such transaction.
-

Redemption with ZA Coin

13. The applicable redemption rate for redemption of rewards will be displayed on the Site and/or ZA Mall.
 14. We may specify and vary the number of ZA Coin for redeeming rewards with us from time to time without any prior notice. We reserve the right to accept or decline your request to redeem with ZA Coin where:
 - 14.1 your ZA Coin balance is sufficient, the number of ZA Coin allocated for the redemption of a reward will be deducted from your ZA Fam Account
 - 14.2 your ZA Coin balance is not sufficient, any request to redeem with insufficient ZA Coin balance may:
 - (a) be declined;
 - (b) be handled by us in accordance with such Special Terms and Conditions in force at the time of making such redemption,at our sole discretion.
 15. Redemption requests must be made by you. Any redemption requests from parties other than you will not be processed by us.
 16. Once a redemption request has been accepted by us, you are not allowed to change, cancel or seek refund on or exchange any redeemed reward. All ZA Coin used for redemption and all money paid by you in the case of using the Coin Plus Cash Option will not be reversed or refunded under any circumstances.
 17. All applicable taxes, duties, charges (including any customs charges, import duties, postal fees and delivery charges) that may be incurred in relation to the redemption, delivery and receipt of redeemed items will be borne by you.
-

ZA Mall

18. ZA Mall is provided to you to redeem for certain rewards including gift cards, gift vouchers, merchandise or other benefits. By using ZA Mall, you indicate your agreement to these terms and conditions.
19. These rewards can be redeemed by:
 - 19.1 your ZA Coin balance; or

19.2 for certain rewards on the ZA Mall as designated by us, your ZA Coin balance together with payment of money ("**Coin Plus Cash Option**").

Price and Payment

20. We will designate the number of ZA Coin and the amount of money required to redeem any particular reward at our sole discretion, and we may change the designation at any time and without any prior notice.
 21. All money payable for redeeming any reward on the ZA Mall using the Coin Plus Cash Option must be in Hong Kong dollars (HKD). All payments may be made either by credit cards or debit cards, direct debit from your bank account or other forms of payments acceptable to us from time to time upon confirmation of transaction.
 22. All money and ZA Coin paid by you for redeeming any reward on the ZA Mall using ZA Coin or the Coin Plus Cash Option will not be refunded under any circumstances.
 23. We reserve the right to change or remove any of the rewards available for redemption on the ZA Mall from time to time without prior notice.
 24. All rewards for redemption are subject to availability and will be allocated on a first-come-first-served basis, and may be subject to the applicable Special Terms and Conditions specified by us or Participating Partners from time to time.
 25. We will endeavour to update the status of your redeemed reward in the Site or other electronic channel linked to your ZA Fam Account. However, you acknowledge and accept that we do not have any liability arising from any delay, inaccuracy or omission in any of the information relating to the status of the redeemed reward in the Site or other electronic channel linked to your ZA Fam Account.
 26. We will endeavour to share the necessary information furnished by Participating Partners relating to, including facilitation of the redemption, descriptions of usage or specifications of rewards or delivery of your redeemed reward but we make no warranties with respect to the accuracy or completeness of this information.
 27. Once a transaction for redemption has been processed by us, it is irrevocable and may not be cancelled or altered by you. No free trial period will be provided in respect of any redeemed reward.
-

Delivery

28. For redemptions that involve physical delivery service:
 - 28.1 a redemption confirmation (setting out steps to complete your redemption) will be sent to your email address registered with us;
 - 28.2 The address for delivery shall be domestic only;

- 28.3 you must ensure that a recipient is present on the agreed delivery date at the delivery address, otherwise any re-delivery may incur additional delivery or handling fees which shall be payable by you;
- 28.4 normal delivery lead-time is around one to two (1-2) weeks (unless expressly specified otherwise). However, the actual delivery time taken will depend on the delivery service and location;
- 28.5 we may collect fees or charges from you for delivery service.
29. For redemptions delivered via electronic channel (e-coupons, e-gift cards, e-vouchers, etc.):
- 29.1 a redemption confirmation (with QR code, bar code, URL hyperlink, passcode or such other code) will be issued to your ZA Fam Account or other electronic channel linked to your ZA Fam Account;
- 29.2 for certain rewards, you are required to present the redemption confirmation to the Participating Partner in order to collect the redeemed reward or to enjoy the benefits of the redeemed reward. The redemption confirmation will be processed by the Participating Partner for verification purposes;
- 29.3 for other forms of rewards, you are required to visit the Site (<https://zaif.za.group>) and follow the instruction on the redemption confirmation to complete the redemption process;
30. We accept no liability for any failure or delay in the delivery of your redeemed reward.
-

Repair, replacement or refund

31. If any redeemed product or service related reward is defective or different in specifications from your original redemption order, you should notify us or our Participating Partner in writing within two (2) days of the receipt of the redeemed reward.
32. If the redeemed product or service related reward is defective or different in specifications from your original redemption order, we or the Participating Partner will arrange for repair, replacement or refund at our discretion.
-

Liability and Warranty

33. All rewards are neither manufactured nor supplied by us. You acknowledge and accept that we take no liability for:
- 33.1 the quality, merchantability or fitness for purpose of any product-related rewards;
- 33.2 the quality of any service-related rewards.

34. We are not responsible or liable for any warranty provided with a redeemed reward. You should take note of product warranty (if any), warranty available period and region at the time of making redemption and should contact the Participating Partner directly for any query or dispute concerning the product warranty or maintenance.
35. In the case of Clauses 31 and 32 above, we will only be responsible for making good the defect or difference by replacing the redeemed reward, procuring the performance of service or crediting the redeemed ZA Coin into your ZA Fam Account.
-

Participating Partners

36. 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 for any change of Participating Partners. You may refer to the latest list of Participating Partners to the ZA Coin Programme at the Site (<https://zaif.za.group>) or ZA Mall for more information.
37. Redemption of rewards or other benefits on the ZA Mall is subject to such terms and conditions as it shall specify.
-

Fees and Charges

38. We will not collect fees, charges or interest from you for the participation in the ZA Coin Programme unless we notify you otherwise.
39. We may charge you a fee for 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.
-

Termination and Cancellation

40. 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 from time to time.
41. Any cancellation or termination of your ZA Coin Programme 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.

42. Any misuse of the ZA Coin Programme or your ZA Fam Account may result in termination or suspension of your ZA Fam Account. Upon termination of your ZA Fam Account, we will cancel any accumulated ZA Coin in the ZA Fam Account.
-

Exclusion and Limitation of liability

43. Neither we nor any Participating Partner shall be liable to you or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the ZA Coin Programme or the rewards, the provision of or the refusal to provide any benefits or rewards, the award of ZA Coin, and the redemption of rewards whether such loss, damage or expense is caused by negligence or otherwise, and whether we or any Participating Partner have any control over the circumstances giving rise to the claim or not.
44. We shall not be 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 or redemption of rewards, including:
- 44.1 any act or omission by us other than as a result of our negligence or wilful default;
 - 44.2 any interruption, delay or failure (in whole or in part) in performing our obligations in respect of your ZA Coin or ZA Fam Account or redemption for rewards that is beyond our reasonable control;
 - 44.3 our execution of, or any delay or omission in acting on, any instructions from you in respect of your ZA Coin or ZA Fam Account or redemption for rewards;
 - 44.4 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;
 - 44.5 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;
 - 44.6 any default by you in performing your obligations under these terms and conditions;
 - 44.7 the preservation or enforcement of our rights or exercise of our powers in connection with your ZA Coin, ZA Fam Account or redemption for rewards;
 - 44.8 your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties;
 - 44.9 the negligence, act or failure to act of any third party; and
 - 44.10 any unforeseeable event.

45. We will not be liable for the availability of rewards as well as any loss or damage arising from the failure to provide such rewards. Availability and redemption of rewards are subject to the applicable Special Terms and Conditions (if any) which may be revised from time to time without prior notice to you. In case of any dispute, our (or the Participating Partner's, as the case may be) decision is final.
46. 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 the part of us or any Participating Partner are hereby excluded to the fullest extent permitted by law.
-

Indemnity

47. 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 redemption for rewards, 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

48. We are not supplier of any rewards redeemable under the ZA Coin Programme. We do not accept any liability whatsoever relating to them. We are not responsible for any loss or damage arising from the consumption or use or quality of rewards redeemed or exchanged by you under the ZA Coin Programme.
49. These terms and conditions apply to all benefits or rewards under the ZA Coin Programme. If any such benefit or reward is also governed by the Special Terms and Conditions, the Special 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 without prior notice.
50. 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.
51. 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 prior 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

agree 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.

52. 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.
 53. 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.
 54. 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.
 55. 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.
 56. 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.
-