



**Merchant Services – Application (“Application”) for HKT Smart POS Terminal & HKT POS Mobile Application**

*Definition of capitalized terms used but not defined in this Application can be found in the Special Conditions (“Special Conditions”) attached.*

**PART 1: Merchant information (“Merchant”)**

The Owner: Mr / Ms / Mrs trading as  
(Mandatory for Sole Proprietor and Partnership)

Business Registration Name: \_\_\_\_\_  
(SAME as shown on the Business Registration Certificate)

Business Registration Certificate Number: \_\_\_\_\_ Business Nature: \_\_\_\_\_

Company Contact Email: \_\_\_\_\_  
( applicable for HKT Merchant Portal login)

Company Contact Tel: \_\_\_\_\_

Business Registered Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(please fill in when it is different from the Registered Address)

**Primary Contact**

Mr / Ms / Mrs \_\_\_\_\_ Position: \_\_\_\_\_

Tel / Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**Secondary Contact**

Mr / Ms / Mrs \_\_\_\_\_ Position: \_\_\_\_\_

Tel / Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**Part 2: Application**

☐ HKT Smart POS Terminal

☐ HKT POS Mobile Application

## Part 2A: HKT Smart POS Service

Hong Kong Telecommunications (HKT) Limited (“Company”) will provide Merchant with the use of the HKT Smart POS Terminal (“Terminal” or “Smart POS Terminal”) and the Telecommunications Service as described below (collectively, the “Smart POS Service”) during the term of the Agreement as follows:

### (i) Smart POS Terminal

No. of Terminal(s)	Indicative Start Date*

\*The Indicative Start Date set out above represents the best estimate of the Commencement Date, and the Commencement Date shall be the date on which we inform you that the Smart POS Service is made available to you.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> New setup                              | <input type="checkbox"/> Migration  | <input type="checkbox"/> Contract renewal        |
| <input type="checkbox"/> Additional terminal/outlet<br>(add-on) | <input type="checkbox"/> Service reconnection<br>(subject to the Company’s<br>decision) | <input type="checkbox"/> Service reconfiguration |

### Smart POS Terminal Default Language

- ☐ Chinese ☐ English

### Payment Acceptance

- Please select one Payment Service Provider for each Payment Means.
- It is mandatory to apply for the payment of Tap & Go, FPS.
- All payment applications are subject to the Payment Service Provider’s decision.

Tap & Go	FPS (include Prompt Pay)
HKT Payment	
✓	✓

Visa and MasterCard <sup>&amp;</sup> (include. Local & Overseas cards)			Alipay <sup>^</sup> (include Alipay+)	WeChat Pay <sup>^</sup>	Alipay <sup>^</sup> (include Alipay+)	WeChat Pay <sup>^</sup>	UnionPay <sup>&amp;</sup> (include QuickPass)	Octopus
Payment Asia	Fiserv	Wing Lung Bank	EFTP	Oollet	Payment Asia	Payment Asia	Easylink	Octopus
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>&</sup> Support physical cards and NFC contactless transactions

<sup>^</sup> Include Hong Kong and China versions

Version: HKTDVPOS v21.0 (Effective Date: 202409xx)

## Loyalty Program Acceptance

K-Dollar	The Club	Mobile Card
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Point-of-sale solution (if any)

Erub	Everyware (餐飲王)	IBS Research Limited	Posify	Gingersoft	PinMe	MeterSquare
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Other (please specify): \_\_\_\_\_

## Special Request

✓ Void/Refund function with default PIN

☐ Others: \_\_\_\_\_

## **(ii) Telecommunication Services for the Terminal**

- A subscriber identity module (“SIM”) based wireless communications network ("Telecommunications Service"), to be installed at Merchant’s retail outlet solely for the transmission of payment transaction data.
- The Merchant agrees the “SIM” card subscribed are to be used as a component to Smart POS Service and will be embedded in the Terminal such that the “SIM” card cannot be readily extracted for insertion into or integration with typical mobile devices used by general consumers. The “SIM” card is not intended to be used for person-to-person communications.

## Part 2B: HKT POS Service

The Company will provide Merchant with the use of the HKT POS Mobile Application (“**HKT POS App**”) and related services as described below (collectively, the “**HKT POS Service**”) during the term of the Agreement as follows:

### (i) HKT POS Licence (“Licence”)

No. of Licence (s)	Indicative Start Date*

\* The Indicative Start Date set out above represents the best estimate of the Commencement Date, and the Commencement Date shall be the date on which we inform you that the HKT POS Service is made available to you.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> New setup                              | <input type="checkbox"/> Migration  | <input type="checkbox"/> Contract renewal        |
| <input type="checkbox"/> Additional terminal/outlet<br>(add-on) | <input type="checkbox"/> Service reconnection<br>(subject to the Company’s<br>decision) | <input type="checkbox"/> Service reconfiguration |

### Payment Acceptance

- It is mandatory to apply for the payment of Tap & Go and FPS.
- All payment applications are subject to the Payment Service Provider’s decision.

Tap & Go	FPS (include Prompt Pay)	Visa and MasterCard@ (include. Local & Overseas cards)	Alipay^ (include Alipay+)	WeChat Pay^
HKT Payment		Wing Lung Bank	Payment Asia	Payment Asia
✓	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

@Support NFC contactless transactions **ONLY**

## Part 3: Contract Period (合約期)

Service	Contract Period (合約期) Commencing from the Commencement Date*
Smart POS Service	24 months
HKT POS Service	

## Part 4A: Smart POS Service Fee & Deposit

Items	Details
處理器租機月費 (原價) Original Monthly Rental of each Terminal	HK\$298 / Month
處理器租機折扣月費 Discounted Monthly Rental of each Terminal	HK\$ / Month
Visa 及 MasterCard 每月服務費 Visa and MasterCard Monthly Service Fee	HK\$250 / Month
可退回訂金 Refundable Deposit	HK\$2,000 / Terminal  Cheque No: _____  Issuing Bank: _____

### Remarks

- The monthly rental of each Terminal including the use of the Terminal and the Telecommunications Service and installation fee (the first-time installation) of each Terminal.
- If this Application is wholly or partially canceled by the Merchant for whatsoever reason(s) prior to the installation of the Terminal, an order cancellation fee of HK\$1,000 per Terminal will be charged without prejudice to any other rights of the Company under this Agreement.
- If the total monthly transaction amount of Visa and MasterCard is or falls below HK\$20,000, a monthly service fee of HK\$250 will be charged for each of the Merchant account(s)/Merchant IDs (MID) at the sole discretion of the Company associated with the application made by Merchant to the Payment Service Provider for Visa and MasterCard payment services (for the avoidance of doubt, no such monthly service fee will be charged on the Merchant by the Company if such total monthly transaction amount exceeds HK\$20,000).
- The Company reserves the right to suspend or terminate the payment means of Visa and/or MasterCard at any time without notice to the Merchant if any of such monthly service fee(s) is not duly paid or settled.

### INTERNAL USE ONLY

<b>Code</b>	
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## **Part 4B: HKT POS Service Fee**

Items	Details
HKT POS 授權月費 (原價) HKT POS Licence Monthly Fee	HK\$ 108 / Month
HKT POS 授權折扣月費 Discounted HKT POS Licence Monthly Fee	HK\$        / Month
<b>Remarks</b> <ul style="list-style-type: none"><li>HKT POS Licence Monthly Fee includes the Licence activation and mobile application maintenance fee</li><li>If this Application is wholly or partially cancelled by the Merchant for whatsoever reason(s) prior to Licence activation, an order cancellation fee of HK\$1,000 per Licence will be charged without prejudice to any other rights of the Company in accordance with this Agreement.</li></ul>	

### **INTERNAL USE ONLY**

**Code**

**Part 5: Business Operation Information****(1) Primary Business Location**

Business Registration Name: \_\_\_\_\_

Business Registration Certificate Number: \_\_\_\_\_

Business Registered Address: \_\_\_\_\_

Business Nature: \_\_\_\_\_

No. of Terminal(s) of Smart POS Service <u>being</u> applied for under the above stated Business Registration Certificate Number listed in section (1) (Primary Business Location) above	
No. of Licence(s) of HKT POS Service <u>being</u> applied for under the above stated Business Registration Certificate Number listed in section (1) (Primary Business Location) above	

**(2) Smart POS Terminal Information**

<b>Smart POS</b> Terminal Display Trading Name (English) (max 20 characters):	
<b>Smart POS</b> Terminal Display Address (English) (max 32characters):	
<b>Smart POS</b> Terminal Installation Address:	
<b>Smart POS</b> Terminal Delivery Address (If different from Smart POS Terminal Installation Address above):	

<b>Smart POS Terminal Primary Installation and Operation Contact</b>			
Mr / Ms / Mrs		Position:	
Tel / Mobile:		Email:	

<b>Smart POS Terminal Secondary Installation and Operation Contact</b>			
Mr / Ms / Mrs		Position:	
Tel / Mobile:		Email:	

**(3) HKT POS App Information**

<b>HKT POS App</b> Display Trading Name (English) (max 20 characters):	
<b>HKT POS App</b> Display Address (English) (max 32 characters):	

If you apply for more than one (1) Terminal and/or more than one (1) Licence for the above stated Business Registration Certificate Number listed in section (1) (Primary Business Location) above, please provide further information in the supplementary form. Please note that you will need a different email address for each Licence.

## **Part 6: Merchant Confirmation and Agreement**

- (1) Merchant applies to the Company for the Smart POS Service and/or HKT POS Service (collectively “Service”) as selected in the Application. The Service is supplied upon and this Agreement shall incorporate by reference the terms and conditions as amended from time to time with or without notice to Merchant set out in (1) the Company’s General Conditions of Service (available at [www.pccw.com](http://www.pccw.com)) (“General Conditions”); (2) (for Smart POS Service) the Mobile Service Agreement (Corporate Customers) (available at [www.hkcs1.com](http://www.hkcs1.com)) (3) this Application (including the terms and conditions of all Merchant Agreement(s) specified or to be specified by Merchant in this Application); (4) the Special Conditions as attached hereto. Upon the Company’s request from time to time, Merchant agrees that it shall enter into separate agreement(s) with the Company, its Affiliates and/or any third party in connection with the Service and/or Payment Service Provider(s). In such circumstances the Company may provide Merchant with the separate agreement(s) that Merchant must enter into in order to commence and/or continue the provision of Service, failing which, the Company may suspend or terminate the provision of Service. Merchant hereby agrees to be bound by all aforementioned applicable terms and conditions when this Application is accepted by the Company. All information provided by Merchant is up-to-date, complete, true and correct.
- (2) The Company will only provide the Service to Merchant on the condition that one or more of the Merchant Agreements has or have been duly signed and accepted by the Payment Service Provider(s) and remain valid and subsisting. Merchant shall pay an additional administrative fee to the Company per Terminal and/or per Licence (as applicable) as set out in the Application or to be agreed between the parties hereto for (1) adding or removing a Payment Service Provider in connection with any Terminal or Licence; or (2) any model or application upgrade of any Terminal or Licence or any part(s) thereof for whatsoever cause.
- (3) This Agreement commences on the Commencement Date and shall continue in force for the duration of the Contract Period as set out in Part 3 of the Application, unless earlier terminated in accordance with Clause 14 of the Special Conditions as attached hereto.
- (4) Subject to availability of the Service coverage, the monthly rental of the Telecommunications Service used solely for the transmission of payment transaction data will be waived during the Contract Period. If any Terminal, Licence or any part or all of the Service or the Agreement is terminated for whatever reasons during the Contract Period including but not limited to (1) early termination of such Service; (2) change of Merchant name registered for such Service; (3) all or any part of any Merchant Agreement(s) or any service thereunder has or have been suspended or terminated either by Merchant or the Payment Service Provider(s); or (4) breach of the Agreement by Merchant, Merchant shall pay an early cancellation charge to the Company which is equal to, in respect of each Service, Terminal or Licence being terminated, the total Smart POS Service Fee (including original monthly rental) per Terminal for the remaining month(s) of the relevant Contract Period(s) and the total HKT POS Service Fee per Licence for the remaining month(s) of the relevant Contract Period(s) in accordance with the Application (“Cancellation Charge”). Please also see Clause 14 of the Special Conditions for termination.
- (5) For Smart POS Service, Merchant shall arrange and pay for all costs, expenses and/or charges in relation to any internal trunking, premises access & sundry, additional fiber /cable provision and power sockets as requested by the Company if applicable.
- (6) For Smart POS Service, Merchant shall pay an amount equal to the initial deposit as set out in the Application, immediately upon demand by the Company if there is any loss or damage beyond repair of the Terminal(s), regardless of the cause of such loss or damage, for replacement of the lost or damaged Terminal(s). Merchant shall pay an additional administrative fee to the Company per Terminal as set out in the Application or to be agreed between the parties hereto for (1) any such replacement of the Terminal(s) or any part(s) thereof; or (2) any model upgrade of the Terminal(s) or any part(s) thereof for whatsoever cause.
- (7) If the integration of the Merchant’s own point-of-sale solution(s) and/or any other system(s) or solution(s) (including the point-of-sale solutions and loyalty programs as set out in Part 2A of this Application) (collectively, the “Merchant Designated Systems”) with the Terminals, HKT POS or the Service shall be required, Merchant acknowledges and agrees that the Company is entitled to use and rely on the transaction data and any other information received from the Merchant Designated Systems (collectively, the “MDS Data”) to provide the Service (including the processing of transactions on the Terminals and the HKT POS App) and the Company is entitled to regard MDS Data as transaction and payment instructions of the Merchant. The Company will not verify any MDS Data and will not be responsible or liable for any dispute or loss (whether direct or indirect) if any transactions and instructions executed based on the MDS data turn out to be incorrect, inaccurate or mistaken. The Merchant shall be solely responsible for the installation of the Merchant Designated Systems, if any, including the charges as set out in the Application or otherwise quoted by the Company. The Merchant acknowledges and agrees that save as otherwise agreed with the Company, it is the Merchant’s sole responsibility to arrange with the service providers of the Merchant Designated Systems(to the extent so required) to (a) provide on-site training to Merchant; (b) handle



day-to-day technical services and support as escalated from Merchant, the Company and/or Payment Service Provider(s); (c) support any upgrades and updates of the Merchant Designated Systems as required by the Payment Service Provider(s) and/ or the Company from time to time in pursuant to the Merchant Agreement(s) and/or this Agreement; and (d) comply with the Company's Service integration, provisioning and restoration workflow as specified and which may be amended from time to time, and all relevant costs and charges shall be solely borne by the Merchant.

- (8) For installation (including first time installation) or relocation works relating to Smart POS Service provided by the Company outside the office hours, additional charge of installation or relocation fee set out in the Application or to be agreed between the parties hereto per visit may be payable by Merchant. Office hours are 9am to 6pm Monday to Friday and 9am to 1pm Saturday. Sundays and public holidays are excluded. If the Merchant requires the Company to assist in the installation of the HKT POS App on the Merchant's mobile devices, charge of installation may be payable by the Merchant at a rate to be agreed between the Merchant and the Company.
- (9) If any payment due by Merchant to the Company under this Agreement is not received by the due date specified in the invoice issued by the Company, the Company shall be entitled to (without prejudice to any other rights) (1) apply the deposit (if any) set out in this Application in whole or in part thereof to set off against or deduct any amount due by Merchant to the Company; and (2) enter Merchant's premises where the Terminal(s) is or are stored or installed at any time to recover the Terminal(s) and the deposit (if any) paid by Merchant shall be forfeited to the Company. For the avoidance of doubt, the existence of deposit does not relieve Merchant from its obligation to pay any monthly rental (or any balance thereof) and other fees or charges incurred to the Company as they become due and payable, nor does it enable Merchant to make allowance by way of set off, deduction or withholding from any such amount. If any part of the deposit provided by Merchant in this Application shall be applied by the Company in accordance with this Agreement, Merchant shall upon demand by the Company forthwith further deposit with the Company to maintain the amount of initial deposit as set out in this Application. The deposit or any balance thereof after the aforesaid deduction will be refunded to Merchant by the Company without interest upon termination or expiration of this Agreement or when the payment method is changed to one without deposit requirement.
- (10) Merchant understands that security deposit and bank/corporate guarantee might be required under the existing credit policy of the Company and shall give the same as requested by the Company and/or Payment Service Provider(s) if applicable.
- (11) Merchant agrees that depending on the Service or combination of Service subscribed for in this Application, any personal data so provided are collected, used, disclosed and retained by one or more of the service providers of PCCW Group including the Company in accordance with the requirements in the Personal Data (Privacy) Ordinance and the Privacy Statement which is accessible at <http://www.hkt.com/legal/privacy.html> which governs how such personal data are used and to whom they may be disclosed under this Agreement. The personal data are used and/or disclosed for the processing, improvement, analysis, verification, information and provision of the Service under this Agreement, to facilitate Merchant to accept payment of different payment means provided or to be provided by relevant Payment Service Providers described under this Application and for other purposes set out in the Privacy Statement. Merchant agrees that the personal data may be disclosed and transferred in Hong Kong or in or to places outside Hong Kong to the Company's Affiliates and related companies and any other third parties including any contractors, service providers, suppliers, telecommunications network operators, Payment Service Providers, collection agencies, credit reference agencies, security agencies, credit providers, card associations or other financial institutions and any of the Company's actual or proposed assignees or transferees of its rights in respect of Merchant for such person to use, disclose, hold, process, retain or transfer for any of the aforesaid purposes as well as promotion of different goods and services.
- (12) The Merchant acknowledges and agrees that the Company has unlimited rights to use, share or transfer the information of all payment transactions processed by using the Service (including but not limited to amounts, date and time, nature of goods and services sold and other details recorded in transactions via Terminals, HKT POS App or Merchant Designated Systems (and their service providers)) ("Transaction Data") and such other information and data provided by you in the Form ("Merchant Data") to the Company's Affiliates, any Payment Service Providers or third parties for the purposes of processing, analysis, verification, provision or improvement of the Services, account maintenance and administration, marketing, fraud detection, suspicious transactions monitoring and reporting, research, data analytics, security checks, credit checks, compliance checks and development, improvement and provision of other financial or other services, business operations and planning and other purposes as determined by the Company from time to time, and to share the Transaction Data and Merchant Data with the Company, its Affiliates, any Payment Service Providers and/ or third parties for any purpose as determined by the Company from time to time.

- (13) Unless otherwise agreed between the Company and the Merchant, upon expiration of the Contract Period (as indicated in this Application), this Agreement will automatically renew for a further term of the duration of the Contract Period (for the avoidance of doubt the number of renewal(s) is not limited) on the same terms and conditions (save for pricing terms), and the Merchant agrees to continue to subscribe the relevant Service and to pay the required fees, charges and deposit (if any) for the use of the Terminal(s) and the Service to the Company based on the original or prevailing monthly rate or tariff price for the relevant Service as published or specified by the Company (at its sole discretion) from time to time, whether in its website(s), invoice(s), notice(s) or otherwise and the Service shall be deemed accepted by the Merchant, unless this Agreement is terminated in accordance with Clause 14 of the Special Conditions as attached hereto.

☐ Merchant objects to the proposed automatic renewal arrangement for this Agreement as stated above.

- (14) Merchant hereby agrees to be bound by all the terms and conditions applicable to the Service(s) subscribed including how the personal data may be used and to whom the data may be transferred. Merchant must, as soon as practicable, notify the Company of any change of address or any other particulars provided to the Company which may affect the provision of Service(s) to Merchant. Merchant must provide the Company with information relating to Merchant reasonably required by the Company (1) to assist the Company in complying with our obligations under the Personal Data (Privacy) Ordinance and the Privacy Policy Statement and to report to any government or regulatory authority regarding compliance with those obligations; and (2) to assess whether or not Merchant has complied, is complying and will be able to continue to comply with all Merchant's obligations under this Agreement. Merchant is aware of its right to access and correct any personal data by contacting the Privacy Compliance Officer by writing to GPO Box 9896 or [privacy@pccw.com](mailto:privacy@pccw.com).
- (15) If any of these terms and conditions is in breach of any laws and regulations, the Company will make such amendments to these terms and conditions to ensure consistency between these terms and conditions the laws and regulations whilst preserving the effect of the relevant provision to the extent permitted.
- (16) If at any time a dispute arises out of or in connection with these terms and conditions or the performance, validity or enforceability of these terms and conditions ("Dispute"), then parties shall follow the procedure set out in this Clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Merchant's duly authorised representative(s) and the Company's representative(s) shall endeavour in good faith to resolve the Dispute by way of negotiations and/or discussions.
  - (b) if the Dispute cannot be resolved by paragraph (a) above within sixty (60) days after service of the Dispute Notice (or within any other period of time as agreed in writing by the parties), the Dispute shall be referred by either party to mediation administered by the Hong Kong International Arbitration Centre ("HKIAC") in Hong Kong with its then current Mediation Rules ("Mediation"). Unless otherwise agreed in writing between the parties, the number of mediator shall be one and this Clause shall be construed by Hong Kong law.
  - (c) If the Dispute or any part of it cannot be resolved within 12 months after service of the written request for mediation in accordance with HKIAC's then current Mediation Rules, either party who has participated in the Mediation per paragraph (b) above shall be at liberty to commence or continue court proceedings in relation to the relevant part(s) of the Dispute in accordance with Clause 18 below.
- (17) Nothing in these terms and conditions will prevent the Company from commencing or continuing court proceedings to seek injunctive or other emergency or interim relief in relation to its intellectual property rights or confidential information.
- (18) The validity and interpretation of these terms and conditions will be governed in all respects by the laws of Hong Kong Administrative Region of the People's Republic of China ("Hong Kong") and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.
- (19) Neither the Company nor the Merchant will be liable to the other for loss or damage resulting from delay or failure to perform these terms and conditions (other than an obligation to make payments), either in whole or in part, where any such delay or failure is due to causes of force majeure or beyond their reasonable control, or which is not occasioned by their fault or negligence, including war, the threat of imminent war, riots, terrorist attacks or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other government agency, or any other industrial or trade disputes, fires, explosions, storms, floods, earthquakes, interruption or stoppage of internet service and other natural calamities.
- (20) The Company may, at its own discretion, set off, deduct or withhold settlement of any amount payable by the Merchant under these terms and conditions any debt, sum or liability of any nature from time to time owing or incurred by the Merchant to the Company.

- (21) Save for the Company's Affiliate, no other person who is not a party to these terms and conditions has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or benefit under any of these terms and conditions.
- (22) In the event that a sub-contractor is approved by the Company, the Merchant will be fully responsible in all respects for the performance of the Services despite sub-contracting the performance of any part of the Services. The contract between the Merchant and the sub-contractor will not purport to release the Merchant from any of the sub-contractor's obligations under these terms and conditions.
- (23) The Company may at any time vary, amend, delete or add any of these terms and conditions without prior notice to the Merchant. The Merchant's continued use of the Services will be deemed to be the Merchant's acceptance of the revised terms and conditions.

**SPECIAL CONDITIONS FOR TERMINAL, TELECOMMUNICATIONS SERVICE AND LICENCE**  
**("SPECIAL CONDITIONS")**

**1. Installation, Activation and Access**

- (a) The Company will provide Merchant with Service as set out in the Application including the Terminal(s) and/or HKT POS Licence(s) for communication with relevant Payment Service Provider(s)'s system(s) for Merchant's use in connection with the Merchant Agreement(s).
- (b) For Smart POS Service, the Company shall deliver and install the Terminal(s) at one or more Merchant's premises as agreed between Merchant and the Company set out in the Application. Merchant will permit the Company and its employees or agents to enter Merchant's premises during regular business hours, or at such other time or times as Merchant may agree, to deliver and install the Terminal(s).
- (c) For HKT POS Service, the Company shall make available through designated third party mobile application store for download. HKT POS mobile application(s)(which may consist of one or more applications as the Company may notify to the Merchant from time to time) for download. The Merchant shall activate the Licence(s) using the Login Credentials and subject to the security procedures and any other procedures determined by the Company from time to time.
- (d) The usage and availability of the Service to the Merchant shall be subject to procedures and checks (such as compatibility checks and security level checks) as required by the Company from time to time to be performed by the Merchant at the Merchant's own costs. The Merchant agrees that it is the Merchant's sole responsibility to (i) conduct these checks and procedures prior to the subscription of the Service and (ii) install any updates in respect of the HKT POS App or the Terminal as notified by the Company. The Company does not guarantee that the Service shall be available via the Terminal or the HKT POS App in case of any system, mobile device software or hardware incompatibility or any failure, suspension or limitation to provide the Service is caused by the Merchant.
- (e) The Merchant shall provide email addresses as requested by the Company and such email addresses (together with corresponding security codes) shall serve as login credentials (the "Login Credentials") for the Terminal and the HKT POS App. Each set of Login Credentials shall enable access to and operation of the Terminal and the HKT POS App with different levels of access rights to be granted by the Merchant in respect of every set of Login Credentials (details of which are set out in the instructional material and specifications for operation of the Terminal supplied by the Company ("Terminal Operation Manual") and the operation of the HKT POS App supplied by the Company ("HKT POS App User Guide") (collectively "Operation Manual").
- (f) The Merchant agrees that its authorised representatives with the Login Credentials shall be bound by the terms and conditions of this Agreement and that such authorised representatives with shall have the requisite authority to enter into agreements with and give instructions to the Company on behalf of the Merchant, including the ability to delegate and/or sub-delegate their powers to access and operate the Terminal and the HKT POS App to other representatives authorised by the Merchant.
- (g) The Merchant understands and acknowledges that any person(s) in possession of the Login Credentials will be able to access and operate the Merchant's account with the Company.
- (h) It is the Merchant's sole responsibility to (i) ensure the person(s) with access to Terminal, the HKT POS App, the mobile device containing the HKT POS App and/or the Login Credentials are duly authorised by the Merchant to do so and (ii) to keep the items set out in (i) confidential and secured against any unauthorised use by third parties. So long as the Login Credentials provided via the Terminal and the HKT POS App are correct, the Company will treat any instructions submitted via such channels in respect of the Merchant's account as valid and appropriately authorised by Merchant. The Company will not verify the authority of or instructions given by such person(s) via such means and the Company will not be responsible or liable for any dispute or loss (whether direct or indirect) arising in connection with any

fraudulent or unauthorised use or access of the Merchant's account whether via the Terminal, the HKT POS App or otherwise, or any reasons attributable to the Merchant or the Payment Service Providers.

**2. Training and Operation of Terminal and HKT POS App**

The Company will provide a free training session for Merchant's employees and agents who will operate the Terminal(s) during installation of the Terminal(s). The Company will also provide the Operation Manual and the Merchant shall ensure all of its authorised representatives who will have access to the Terminal and HKT POS App have familiarised themselves with the Operation Manual.

**3. Transaction**

- (a) The Merchant must check and ensure all information relating to a payment received or (in the case of refund) paid by the Merchant are correct. The Company shall not be liable for any payment by mistake (including without limitation sending or receiving an incorrect amount of money, or sending money to an incorrect recipient) as long as a payment is made based on the instructions the Merchant have provided.
- (b) The Merchant shall promptly and regularly review any settlements, refunds, chargebacks or any other transactions, paid or charged to the Merchant's account with the Company.
- (c) The Merchant must monitor, check and verify the identities and entitlements of its authorised representative(s) and the transaction history on a timely basis and carefully. The Merchant should notify the Company as soon as reasonably practicable of any irregularity or any unauthorised transaction via designated contact forms, email address or telephone number(s) as the Company may specify from time to time.
- (d) The Merchant shall not initiate, submit or process via the Terminal(s) and HKT POS App any transactions which are in breach of this Agreement, these Special Conditions or any applicable laws and regulations (including laws and regulations in relation to money laundering or terrorist financing). To the extent any such transactions are submitted, initiated or processed, without prejudice to any other rights and remedies available to the Company under this Agreement or otherwise, the Company shall have the right not to perform the Service (in whole or in part), to suspend or reverse any such transactions, to suspend or to close the Merchant's account and/or to report and provide details in relation to any such transactions to the Payment Service Providers, any government, regulatory or law enforcement bodies without any prior notice.
- (e) The Merchant shall not submit or process via the Terminal(s) and HKT POS App any content which is unlawful, false or could give rise to criminal or civil liability or could result in violation of the legal rights of any person or entity, or which contains unauthorised, harmful, disruptive, or corrupted data.
- (f) In circumstances where any transactions submitted, initiated or processed by the Merchant via the Terminal(s) and HKT POS App are considered to be suspicious by the Company, the Company reserves the right to provide details in relation to any such transactions to the Payment Service Provider and any government, regulatory or law enforcement bodies without any prior notice.
- (g) For certain types of payment means (as set out in the Operation Manual), the Merchant can arrange a refund to its customer and/or void a transaction within the time specified and in the manner as set out in the Operation Manual provided that the Merchant's account has sufficient unsettled funds to settle the refund amount. The Merchant's instruction to refund or void a transaction cannot be reversed or cancelled and be further subject to the Merchant Agreement(s) and the rules and regulations of the relevant Payment Service Providers and/or the relevant payment means .

**4. Security**

Merchant shall use and cause its authorised representatives, employees and agents to use the Terminal(s), the HKT POS App and the Service in accordance with this Agreement, these Special Conditions and the Operation Manual and as amended from time to time.

**5. Back-up Procedures**

- (a) The Company will have no obligation to provide the Service when and to the extent that the Company, Payment Service Provider(s), or any of their external sources are prevented from doing so by Service's breakdown (whether or not due to the Company and/or Payment Service Provider(s) ), unavailability or incompatibility of the Terminal, the mobile device or the operating system ("OS") of the mobile device or the HKT POS App, earthquake, fire or any other cause or force majeure events beyond the control of the Company and/or Payment Service Provider(s). The Company will take such action it deems reasonable in the circumstances to restore the use of the Service to the extent possible.
- (b) If such an event prevents the use of the Service, the Merchant shall handle payment transactions as provided in the Merchant Agreement(s) or by its own system.

## 6. Maintenance

Merchant hereby agrees that the Company shall be entitled at any time during normal business hours of Merchant or at any other time or times as Merchant may agree, enter into the premises of Merchant at which the Terminal(s) is/are installed for the purpose of inspecting the condition thereof and to carry out such repairs thereto or any action with respect to HKT POS as the Company may consider necessary. The Company hereby reserves the right to suspend and/or terminate the Licence and Terminal(s) at such time or times as it may in its absolute discretion consider necessary. Merchant shall pay for any maintenance fees required to be solely determined by the Company as a result of Merchant's neglect or misuse of the Terminal(s) or the HKT POS App.

## 7. Property of Terminal(s) and HKT POS App

It is hereby agreed that notwithstanding any rule of law to the contrary, the Terminal(s) and HKT POS App(s) shall at all times remain the property of the Company. Merchant shall not alter, remove or in any way tamper with any mark, label or other indication of ownership on the Terminal(s) showing that the Terminal(s) is the property of the Company or its lessor or supplier nor shall it permit any such alteration removal or tampering by any person.

## 8. Duties of Merchant

(a) Merchant hereby agrees and undertakes with the Company as follows:

- (i) Merchant shall maintain the Terminal(s) and HKT POS in good working order and condition;
- (ii) Merchant shall exercise and cause its agents, officers and employees to exercise reasonable care in the use of the Terminal(s) and HKT POS;
- (iii) Merchant shall not in any way change the location of the Terminal(s) installed at its business premises without the prior written consent of the Company;
- (iv) Each Merchant (as identified by a business registration certificate number specified in the Application) shall only use each Licence and Login Credentials (i) on one mobile device; and (ii) by itself and shall not allow any other branch entity registered under other branch registration certificate numbers or any other entities to use the Licence or Login Credential provided to or assigned to it;
- (v) Merchant shall use the Terminal, HKT POS and Licence(s) solely for the purpose of handling transactions in the manner as instructed by the Company and stated in this Agreement and for no other purposes.
- (vi) Merchant shall not impose any fees or surcharges on its customers in connection with the payment transactions made via the Terminal and/or the HKT POS App.
- (vii) Merchant shall be solely responsible for obtaining independent professional advice on issues including legal, tax and other issues which affect the Merchant in connection with the Merchant's use of the Services, the Terminal, HKT POS and Licence(s), any transfers, transactions or dealings conducted by the Merchant, or these Special Conditions.
- (viii) Merchant shall be solely responsible for the fulfilment of all of its obligations under applicable laws, regulations, guidelines and the Merchant Agreement pertaining to transactions processing such as making available to customers receipts. Where the Merchant uses the "receipt function" of the HKT POS App, the Merchant authorises the Company to provide the payment transaction data to the Merchant and its system and the Merchant shall take full responsibility for the form and content of the receipts it issues.
- (ix) Merchant shall be solely responsible for its use of the Service and any transaction effected by the Merchant pursuant to or as a result of any instruction initiated by the Merchant or any person with the correct Login Credentials (whether or not authorised by the Merchant). Merchant shall observe all applicable data protection laws and regulations at all times with respect to its use of the Services, the Terminal, HKT POS App and Licence(s).
- (x) Merchant shall protect the Terminal(s), HKT POS App and Licence(s) and against any claim thereto by and of its creditors.
- (xi) Merchant shall not in any way interfere with or alter the programmed system set on the HKT POS system and Terminal(s).
- (xii) Without the Company's prior written consent, the Merchant shall not: (i) provide any third party with access to the HKT POS App or the Terminal, (ii) transfer any rights granted under these Special Conditions to a third party, (iii) access or monitor any content, material or information on any system manually or by automated means such as robots, spiders, scrapers, etc., (iv) modify, copy, reproduce, alter, publicly display, republish, create derivative works upload, post, transmit, resell or distribute in any way content of the HKT POS App or the Terminal, (v) work around, bypass or circumvent any of the technical limitations of the HKT POS App or the Terminal, decompile, disassemble or otherwise reverse engineer the HKT POS App or the Terminal, or (vi) use the HKT POS App or the Terminal for purposes different from the purposes as set out under the Application, this Agreement and the Merchant Agreement.

(b) Notwithstanding anything else contained in relevant Merchant Agreement(s), Merchant hereby irrevocably and unconditionally grants the Company at no cost without liability to the Company to use all its payment transaction



data through the use of Service at all times for the purposes in accordance with this Agreement and/or any other purposes notified by the Company to Merchant from time to time.

- (c) Merchant represents and warrants that neither Merchant, nor the end-user, is prohibited or restricted from receiving or obtaining the equipment, software, or technology supplied under this Agreement (the “Goods”), under any applicable export laws and regulations (“Export Laws”). Merchant further represents and warrants that it is not subject to, or owned by a party (not less than 50% ownership) subject to any sanctions administered by the US Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or any other government agency, or any supranational organization (collectively, “Sanctions Lists”). In no event shall the Company be held liable for failing to supply the Goods due to the prohibitions or restrictions under the Export Laws and/or the Sanctions Lists. Merchant will indemnify the Company and will hold the Company harmless from and against any liability, loss, damage or expenses (including reasonable attorney’s fees) that the Company may incur by reason of any claim, suit, or proceeding arising from breach of these warranties.

## 9. Fees

- (a) Merchant will pay the required deposit (if any), fees and charges for the use of the Terminal(s), HKT POS, Licence(s) and the Service to the Company as specified by the Company. Such fees, charges and deposit may be modified by the Company and/or Payment Service Provider(s) from time to time upon prior written notice to Merchant. If Merchant fails to pay any amount due, Merchant hereby authorizes the Payment Service Provider(s) to make the transfer(s) of such amount to the Company from Merchant’s account(s) maintained with the Payment Service Provider(s) if requested by the Company. Notwithstanding any other rights of, or remedies available to the Company, the Company reserves the right to terminate the provision of the Service to the Merchant and/or this Agreement with immediate effect in case of non-payment by the Merchant.
- (b) For the avoidance of doubts, all costs associated with the Merchant’s use of the Service including fees charged by internet or mobile device providers, any fees charged by the Payment Service Providers, fees in connection with the engagement of personnel to operate the HKT POS App or the Terminal shall be borne solely by the Merchant.

## 10. Usage of Terminal

Merchant may not remove the Terminal(s) from its original installation site without the Company's prior written consent. Merchant shall not make or permit any alterations, attachments, additions or modifications to the Terminal(s).

## 11. Disclaimer of warranty

- (a) It is hereby expressly declared and acknowledged that no representation or warranty has been made by the Company with respect to the HKT POS App and/or Terminal(s) and/or Service, the use thereof, its/their merchantability, or its/their fitness for purpose or the system to which the HKT POS App and/or Terminal(s) and/or Service is/are connected and all representations or warranties with respect thereto implied by virtue of statutes, common law or rules of equity are hereby specifically excluded. Given the nature of the telecommunications systems and other system infrastructure (including our Service’s reliance on systems and services that we do not own or control), the Company cannot promise that our Service will be continuous or fault free.
- (b) The Company undertakes to use its reasonable endeavors to ensure accurate information and the use of the Terminal and/or HKT POS App are available for Merchant's use but shall not in any way be responsible for any loss, claims, damages, or liabilities suffered or incurred by Merchant by any reason of the installation of the Terminal(s) and/or the HKT POS App and/or the provision of Service or any fault or malfunction or non-function occurring or inaccurate data or information given in the operation thereof howsoever caused (including without limitation any fault, malfunction or non-function caused by any defect in the Terminal(s), HKT POS App and/or Service or the system to which the Service, Terminal(s) or HKT POS App is/are connected or by the negligence on the part of the Company or its employees and all liabilities for direct or consequential damages arising in connection therewith are hereby specifically excluded).

## 12. Intellectual Property Rights

- (a) In respect of a Terminal or a Licence of HKT POS App, the Company hereby grants to the Merchant a royalty-free, non-transferable and non-exclusive licence to the extent required to use the functions on the Terminal or the HKT POS App, subject to the terms of this Agreement and other applicable terms and conditions that the Company may notify to the Merchant or the users of the Terminal or HKT POS App from time to time. Such licence will automatically terminate upon the termination of the Service or the Agreement.
- (b) All intellectual property in and to the Service, Terminal and HKT POS App, including the information, software, applications, images, links, sounds, graphics, video and other materials displayed or made available on the Terminal and the HKT POS App and the functionalities or services provided on therein (collectively

“Materials”) are owned, licensed to or controlled by the Company, its licensors or its product or service providers. All of the Company’s trademarks, service marks, graphics and logos used in connection with the Terminal, the HKT POS App and the Service are trademarks or registered trademarks of the Company or its Affiliates (as the case may be). No licence for the use of any intellectual property rights or trademarks is granted to the Merchant under this Merchant Agreement unless expressly stated. Unauthorised use of the aforesaid intellectual property rights or marks in any manner is strictly prohibited.

### 13. Indemnification

- (a) Merchant shall indemnify the Company from any loss, claim, damage, action, expense, cost or liability (“Losses”) suffered or incurred by the Company arising out of or resulting from (including third party claims): (i) any breach of this Agreement or Merchant Agreement(s) by or of Merchant; (ii) any negligent or wilful acts or omission or breach of any applicable laws in connection with the use of the Service or the Merchant Agreement(s); and (iii) any claim by any third party or any person relating to any intellectual property rights infringement (or alleged intellectual property rights infringement) in connection with the Service, the Terminals and/or the HKT POS App.
- (b) Merchant assumes all risks in relation to and shall indemnify the Company from all Losses arising out of the maintenance or use (including but not limited to negligent, improper, unauthorized or illegal use), state or condition of, or from any loss or damage to, the Service, the Terminals and/or the HKT POS App.
- (c) The Company shall not be responsible for or liable to Merchant or any third party for the following: (i) any disruption, suspension or impairment of the Service as a result of force majeure or due to reasons not attributable to the Company; (ii) any interruption, interception, suspension, delay, loss, unavailability or other failure in providing the Service to the Merchant, or in transmitting instructions or information relating to the Merchant, which is caused by any circumstance beyond the Company’s reasonable control; or (iii) any incorrect, wrong, fraudulent or unauthorised use of, or payments made pursuant to the Services whether via the Terminal(s), the HKT POS App(s) or otherwise, and any direct or indirect dispute or loss in connection therewith.
- (d) The Service, the Terminals and HKT POS App are provided to the Merchant on an “as is” basis. The Company will not be liable if any device, hardware or software that Merchant or any other person uses in connection with the Service, Terminals or HKT POS App becomes damaged, corrupt or fails to function.
- (e) The Company may disconnect any Terminal or HKT POS App from any Payment Service Provider’s system or in whatever way the Company deems fit at any time at the Company’s absolute discretion and Merchant shall have no claim against the Company as a result of such disconnection.

### 14. Termination of Agreement

- (a) Merchant may terminate the Agreement at any time by giving to the Company six (6) months’ prior written notice of termination provided that Merchant shall pay the following liquidated damages to the Company if the Agreement is terminated prior to the expiry of the Contract Period:
  - (i) an amount equal to the value of the Terminal(s) as determined by the Company;
  - (ii) all expenses incurred by the Company in delivering, installing and relocating the Terminal(s) and/or HKT POS App;
  - (iii) the Cancellation Charge; and
  - (iv) any other charges or expenses which may have been incurred prior to the termination.
- (b) The Company may terminate the Agreement without cause at any time by giving Merchant one (1) month’s prior written notice of termination.
- (c) The Company may terminate the Agreement at any time immediately upon Merchant's insolvency, commission of an act of bankruptcy or if a substantial part of Merchant's property is seized or suffers execution to be levied on or appointment of a receiver over or exercise of a lien over Merchant's goods, or all Merchant Agreement(s) is or are for any reason terminated.

### 15. Termination or Suspension of Service and Accounts

- (a) The Company may without notice limit, cancel, terminate or suspend all or part of the Service to Merchant and shall have the right to, among others, not process or terminate any transactions initiated by the Merchant, suspend, close or restrict the access of any of the Merchant’s account(s) maintained with the Company at any time:
  - (i) in the event of an emergency or in order to provide resources to emergency and other essential services;
  - (ii) if the supply or use of a Service is or is to become unlawful;
  - (iii) if in the Company’s reasonable opinion that Merchant violates or the Company has reason to believe that Merchant is in violation of any law or regulation or Network Rules that are applicable to Merchant’s use of Service (such as initiating or processing any transactions in breach of these Special Conditions);

- (iv) if any transaction initiated or processed by the Merchant is or (in the Company's opinion) may be subject to legal proceedings, investigation or disputes;
  - (v) if the Company has reason to believe that Merchant is in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;
  - (vi) if the Company reasonably believes that the Terminal and/or HKT POS and/or Licence(s) has or have been compromised or for other security reasons.
- (b) The Company may limit, cancel, terminate or suspend all or part of the Service at any time by notice to Merchant:
- (i) if there are technical difficulties or it is not feasible to provide the Service;
  - (ii) if any Payment Service Provider ceases to provide those things which are necessary for the Company to provide the Service to Merchant;
  - (iii) if Merchant or any other person uses the Service in contravention of this Agreement or for any illegal or improper purpose, or Merchant acts in a way, which in the Company's reasonable opinion, cause a nuisance or harassment to the Company or other customers;
  - (iv) if Merchant commits a breach, or the Company reasonably believes Merchant is likely to commit a breach, of any of the terms and conditions of this Agreement, the Merchant Agreement and/or these Special Conditions;
  - (v) if the Company reasonably believes it is necessary to suspend a Service to:
    - (1) comply with an order, instruction, determination, statement, direction or similar pronouncement of a government or regulatory authority;
    - (2) carry out scheduled maintenance, repair or upgrading of a Service, or any part(s) thereof;
    - (3) render any repair to a Service; or
    - (4) reduce or prevent fraud or interference with a Service;
  - (vi) if the Company ceases to provide all or part of the Service; or
  - (vii) if an administrator, receiver, liquidator or provisional liquidator is appointed to Merchant, or Merchant resolves to enter into any settlement, moratorium or similar arrangement for the benefit of Merchant's creditors, or Merchant is unable to pay its debts when they are due.
- (c) Upon termination, the Merchant must take such steps as the Company may instruct, including (i) removal of the HKT POS App from the relevant mobile device; (ii) forthwith return to the Company the Terminal(s) and all related operation equipment, documentation, manuals and materials, and the Company may without notice retake possession of the Terminal(s). For that purpose the Company may by its employees, servants or agents at anytime in ordinary business hours without previous notice enter upon any land or premises on or in which the Terminal(s) and other material hereinbefore mentioned are or are believed by the Company to be situated, and if the Terminal(s) is/are affixed to such land or premises, the Company shall be entitled to sever the same therefrom and to remove the Terminal(s) so severed and Merchant shall be responsible for all damage caused to the land or premises by such removal. Merchant shall be liable to the Company for all costs and expenses of such removal of the use and (iii) removal of any references or marketing materials referring to the HKT POS App or Terminal as a payment method from the Merchant's store front, mobile application, website or other mediums.

#### **18. Limitation of liability**

Notwithstanding anything else contained in this Agreement, the Company's total liability for any costs, claim, damage or loss arising under this Agreement or otherwise shall be limited to the total fees payable by the Merchant to the Company for the Services provided in the twelve (12) complete calendar months preceding the date of the most recent claim.

The Company shall not be liable to Merchant for any indirect, special, consequential, collateral, incidental or punitive damages including, without limitation, loss of business, revenue, profit, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, claims of third parties and all associated and incidental costs and expenses, whether or not the Company was or should have been aware of the possibility that such damage could occur. Nothing in this Clause limits the liability of the Company for death or personal injury resulting from the Company's negligence.

#### **16. Survival**

Special Conditions regarding confidentiality, limitation of liability, warranties, payment obligations, and all others that by their sense and context are intended to survive the termination or expiration of this Agreement or the suspension or termination of the Services shall survive such expiration, termination or suspension under all circumstances.



## 17. Assignment

Merchant must not assign or otherwise dispose of any of its rights or obligations under this Agreement to any other party without the prior written consent of the Company. The Company may assign any or all of our rights or obligations under this Agreement to any third party at any time without Merchant's consent.

## 18. Definitions

- (a) **"Affiliate"** means any other entity which directly or indirectly controls, is controlled by, or is under common control with an entity.
- (b) **"Alipay"** means the payment services provided by Alipay Payment Services (HK) Limited.
- (c) **"Agreement"** means the agreement between Merchant and the Company in respect of the Service provided by the Company to Merchant (comprising the Application and all the applicable terms, conditions and rules as referred to in Clause 1 of Part 6 in the Application as amended from time to time with or without notice to Merchant).
- (d) **"Application"** means the application for the subscription of the Service.
- (e) **"CMB Wing Lung Bank"** means CMB Wing Lung Bank Limited, and any Affiliate thereof and any of their successors and assigns.
- (f) **"Commencement Date"** shall have the meaning given to it under Part 2A or Part 2B (where applicable) of the Application.
- (g) **"Contract Period"** means, in respect of the Smart POS Service and the HKT POS Service, the relevant contract period specified in Part 3 of this Application.
- (h) **"FPS"** means Faster Payment System payment service, provided by HKT Payment Limited.
- (i) **"Indicative Start Date"** shall have the meaning given to it under Part 2A or Part 2B (where applicable) of the Application.
- (j) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (k) **"Login Credentials"** shall have the meaning given to it under Clause 1(e) of the Special Conditions;
- (l) **"MasterCard"** means MasterCard Inc, and any Affiliate thereof and any of their successors and assigns.
- (m) **"Merchant Agreement"** means the Merchant Agreement entered into between the Payment Service Provider (or its designated or appointed entity) and Merchant which governs Merchant's acceptance of the relevant payment by customers in connection with its sales of merchandise and/or provision of services using the payment methods provided or facilitated by the Payment Service Provider.
- (n) **"NFC Contactless Transactions"** means the payment transactions that utilize Near Field Communication (NFC) technology, allowing a payment card equipped with NFC technology is held near an NFC-enabled device to initiate the transaction wirelessly.
- (o) **"Network Rules"** means rules, regulations, standards, protocols, requirements and guidelines imposed by regulatory or industrial bodies or associations which apply in connection with the Payment Means, point-of-sale systems, platforms, terminals and transactions, and the Terminals, HKT POS App and the Service.
- (p) **"Payment Means"** means the payment means listed in this Application, or as may be notified by the Company to Merchant from time to time.
- (q) **"Payment Service Provider"** means the bank, acquirer or other payment service provider with which Merchant shall enter or has entered into the Merchant Agreement or other agreement in connection with the payment methods as set out in Part 2 of the Application and/or in connection with the Service.
- (r) **"Tap & Go"** means Tap & Go Payment Services developed and owned by HKT Payment Limited and is subject to the terms and conditions as set out in <https://www.tapngo.com.hk/eng/tnc.html>.
- (s) **"Visa"** means Visa International Association, and any Affiliate thereof and any of their successors and assigns.
- (t) **"WeChat Pay"** means a functional stored value facility, WeChat Pay payment service, provided by WeChat Pay Hong Kong Limited.

## 19. Order of Precedence

If there is a conflict between any Special Conditions mentioned in this Application, the terms and conditions of this Application and the General Conditions, the conflict will be resolved in the descending order of preference.

## Personal Information Collection Statement 個人資料收集聲明

The personal data and other information (collectively, "Data") that you provided on behalf of the individuals named in the Merchant Application Form and / or Online Merchant Application Form ("Form") as a result of or in connection with the services selected by you in this Application (collectively, the "Services") are collected, used and retained by the relevant service provider(s) of the Services, being one or more of the members of the Group (being, HKT Limited and PCCW Limited and their respective subsidiaries, affiliates and associated companies), including but not limited to Hong Kong Telecommunications (HKT) Limited, CSL Mobile Limited, PCCW Media Limited, MOOV (Hong Kong) Limited, PCCW OTT (Hong Kong) Limited, eSmarthealth Limited, HKT Education Limited, Club HKT Limited, HKT CSP Limited, HKT Payment Limited, HKT BNPL Limited, HKT Financial Services (IA) Limited, The Club Travel Services Limited, Club Services (HKT) Limited and HKT Flexi Limited (as the case maybe), in accordance with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), other applicable laws, rules and regulations relating to data privacy and the Privacy Statement of the HKT Group ([www.hkt.com/legal/privacy.html](http://www.hkt.com/legal/privacy.html)) and of the PCCW Group ([www.pccw.com/legal/privacy.html](http://www.pccw.com/legal/privacy.html)) (collectively, the "Privacy Statement"). The applicable terms and conditions of the Services, the Privacy Statement, and this Personal Information Collection Statement all apply to and govern our collection, use and disclosure of your Data.

The Data may be used, maintained or retained by, and/or disclosed, at all times to the extent permitted under applicable laws, rules, regulations and license requirements, to affiliates and/or related companies of the Group, their respective agents (including debt collection agent) and business partners, and/or applicable regulatory bodies or governmental authorities for purposes in connection with the Services, including without limitation processing your application, providing, operating and maintaining the Services to you, enabling your access and retrieval of account information in relation to the Services, obtaining credit and other reports or information about you or your Data in approving your use or proposed use of the Services, and complying with applicable laws, rules, regulations and license requirements, and for any other purposes as set out in this Personal Information Collection Statement and the Privacy Statement. For the avoidance of doubt, you acknowledge and agree that your Data may be used for the benefit of any one or more entities within the Group for the purposes set out in this Personal Information Collection Statement and the Privacy Statement. *HKT Limited is a company incorporated in the Cayman Islands with limited liability.*

Please note that in the event you do not provide the Data marked with asterisks we may not be able to provide you with the Services. Data not marked with asterisks is provided by you on a voluntary basis. In the event you choose not to provide such Data, your user experience may be affected if the requested Data is used to enhance or personalize the Services offered or provided to you.

Where cookies are used to collect Data about visitors: Our websites and apps use cookies or similar tracking tools on visitor's machine or device in order for us to, for example, personalize user experience and/or maintain visitor's identity across multiple webpages and/or Internet sessions. Our websites, apps and webapps are initially set up to accept cookies. Visitor can opt-out of or delete historical cookies by changing the settings on web or mobile browsers; however, if doing so, certain features on our websites, apps and/or our webapps do not work properly.

Subject to the data subject's rights indicated by marking in the box below or leaving it unmarked, we may, in compliance with applicable laws, rules, regulations and license requirements, use your Data (including, without limitation, your name and contact particulars), for us, members of the Group and our respective business partners (collectively, "Service Providers") to provide you with direct marketing content, including sending to you notices and/or updates about gifts, discounts, privileged offers, benefits and promotions related to the Services as well as other products and/or services offered by us, members of the Group and/or the Service Providers, including without limitation: TV, telecommunications, over-the-top (OTT) services, content services, mobile voice, SMS and data communications, IDD/roaming, Internet connectivity, cloud services, mobile payment, entertainment, secretarial services, personal assistant services and information services (such as weather, finance and news information), device accessories, mobile applications and software, computer peripheral, accessories and software (including notebooks, handsets, mobile devices and accessories, keyboards, security installations and mobile applications), reward, loyalty and privilege programs, lifestyle, networking events, travelling, banking, alcohol and tobacco, sports, music, gaming, transportation, household products, food and beverages, finance, insurance, wealth management services and products, pensions, investments, brokering, financial advisory, credit and other financial services and products, betting, education, health and wellness, beauty products and services, fashion and accessories, electronics, social networking, technology, e-commerce, logistics, retail, home and décor, media and high-end consumer products and services. The processing of your Data for the purposes of direct marketing is carried out in our legitimate interests.

☐ I object to the proposed use of the Data for direct marketing as stated above.

Consent to the processing of the Data in the above manner can be withdrawn and enquiry or requests for access/ correct the Data held by us can be made at any time writing to the HKT Group's Privacy Compliance Officer (HKT Group: GPO Box 9896 or via email to: [privacy@pccw.com](mailto:privacy@pccw.com)) or the PCCW Group's Privacy Compliance Officer (GPO Box 9872 or via email to: [privacy@pccw.com](mailto:privacy@pccw.com)).



By signing this Application, the Merchant and each and every individual named in this Form:

- (a) accepts and agrees to proceed with the application per the governing terms and conditions of this Agreement,
- (b) confirms that they have read the Personal Information Collection Statement and agrees and to how their personal data is used, disclosed and handled in accordance with the Personal Information Collection Statement.

<b>Signature and Company Chop</b> 簽署及商戶印章	
<b>Full Name <sup>Δ</sup></b> 全名 <sup>Δ</sup>	
<b>Job Position <sup>^</sup></b> 職位 <sup>^</sup>	
<b>Date</b> 日期	

<sup>Δ</sup> Please provide full name as that shown in valid legal documents

請提供與有效法律文件相符之全名

<sup>^</sup> If the signatory is neither a director, partner or owner of the Merchant, a signatory authorization letter is required

若簽署人非商戶之董事、合夥人或東主，需提供簽署人授權書

<b>INTERNAL USE ONLY</b>	
Account Manager Name: _____	
Salesman code: _____	
Contact No.: _____	
Fax: _____	
Reviewed by SS/SM: _____	
SS/SM Contact: _____	
Endorsed by MSO: _____	
MSO Contact: _____	
Additional forms _____ page(s)	
Supplementary retail outlet sheet _____ page(s)	