

# 33 Financial Services Limited Prepaid Card Terms and Conditions Personal Card

HKMA SVF License Number: SVF0010

By accepting, purchasing, signing or using the 33 Financial Services Limited (hereinafter "33 Finance") Personal Prepaid Card, including 33 Finance American Express Personal Prepaid Card, 33 Finance Mastercard Personal Prepaid Card, 33 Finance UnionPay Personal Prepaid Card, 33 Finance Co-brand Mastercard Personal Prepaid Card and 33 Finance Co-brand UnionPay Personal Prepaid Card issued by 33 Financial Services Limited ("33 Finance") ("Personal Card"), you agree to be bound by this Terms and Conditions ("T&C") below. "You", "your" and "cardholder" refer to the person who has applied and is using the Personal Card. "We", "us" and "our" refer to 33 Finance.

#### The Personal Card

1. The Personal Card is a reloadable card with a specified minimum initial load amount and a maximum stored value limit. Bank transfer reloads can typically be completed on the same day or the next business day, depending on when the funds are credited to our account. Reloading via Faster Payment System (FPS) is usually instant, as detailed in Clause 1.1. Please note that the specific Co-branded Personal Cards may have additional restrictions on loading or reloading: refer to Clause 4 for further details. Personal Cards are non-transferable.

## 1.1 Fund Transfer via FPS

- 1.1.1. We accept fund transfers via FPS and provide an "Addressing Service" from Hong Kong Interbank Clearing Limited (including its successors and assigns, "HKICL") in connection with the FPS to facilitate fund reloading on Personal Card ("the Services"). The FPS is operated by HKICL and is subject to the 33 Finance Prepaid Card Terms and Conditions as well as the rules and guidelines established by HKICL.
- 1.1.2 All relevant limits stated in Clause 4 apply. The minimum and maximum amounts that can be transferred to a Personal Card are also subject to limits set by Participants (entities such as banks or financial institutions participating in HKICL FPS).
- 1.1.3 To register or amend your Proxy ID (the identifier accepted by HKICL for the Addressing Service), you must provide necessary information, including your mobile phone number, and complete the registration process via the 33 Finance mobile app (33 eWallet). You understand that your Customer Information may be disclosed to HKICL, us, or other Participants for operational purposes. It is your responsibility to ensure that all information provided is accurate and up-to-date, and you must follow any additional verification steps required during registration.
- 1.1.4 Addressing Service is available for American Express, UnionPay, and Mastercard Personal Cards. Only Hong Kong or mainland China mobile phone numbers registered as your contact information may be used as Proxy IDs. You may only register your own Proxy ID. By instructing us to register any Proxy ID or account for you concerning FPS, you confirm that you are the rightful owner of that Proxy ID or account.
- 1.1.5 We will process your instructions to HKICL FPS according to applicable rules and guidelines. HKICL FPS reserves the right to execute your requests in a manner they deem appropriate. We have no control over the timing of these transactions. You will receive a system notification in your 33 eWallet within approximately 30 seconds of any updates. Please remain logged in to complete the registration process.
- 1.1.6 You are responsible for providing timely updates regarding your Proxy ID and related records,



including changes to your Default Account or the termination of any Proxy ID. It is crucial to keep this information accurate and current to ensure effective fund transfers and to prevent errors due to outdated records.

- 1.1.7 If you register the same Proxy ID for multiple accounts, you must designate one as your Default Account. By instructing us to set or change your Default Account, you authorize us to submit this request to HKICL FPS on your behalf, overriding any existing Default Account associated with that Proxy ID.
- 1.1.8 By designating your Personal Card as the Default Account for fund transfers via HKICL FPS, you authorize us to override any existing Default Account registered with HKICL FPS. Funds received through FPS will be credited directly to your Personal Card. Even without a registered Proxy ID, you or any third party may transfer funds using your card number. It is important to regularly review your transfer records through the 33 eWallet or website and promptly report any suspicious activity.
- 1.1.9 If your Default Account is terminated for any reason, HKICL will automatically designate the most recently registered account associated with the same Proxy ID as the new Default Account. To establish a different Default Account, you must update your registration with the relevant Participant. Once instructions for Proxy ID registration are submitted, they are irrevocable; however, you may amend or cancel any Proxy ID in accordance with our established procedures.
- 1.1.10 We reserve the right to suspend or terminate the Services, in whole or in part, at any time without prior notice or reason. This may include temporary interruptions or permanent cessation of service, depending on the circumstances.
- 1.1.11 We are not liable for any loss, damage, or expense incurred by you or any third party arising from the use of the Services or the processing of your instructions. This limitation of liability extends to any delays, errors, or failures in execution resulting from circumstances beyond our control.
- 1.1.12 If the Customer Information includes personal data of any individual other than yourself, you agree to obtain their consent for the collection, use, disclosure, and transfer of their personal data by HKICL, us, and other Participants. You are responsible for ensuring that such consent is secured prior to providing their information.
- Each time you use your Personal Card for any payment or cash withdrawal, the total amount of the transaction, along with any applicable fees, will be immediately deducted from your Personal Card balance.
- 3. The fees outlined in the 33 Finance Prepaid Card Fees and Charges Table for the Personal Card, available on our website at <a href="www.33finance.com">www.33finance.com</a>, apply to your Personal Card. By using or retaining your Personal Card, you agree to allow us to directly debit the applicable fees from your card balance. You acknowledge that the most current fees, as specified in the 33 Finance Prepaid Card Fees and Charges Table on our website, will be binding. Any changes to these fees will be communicated to you with at least 30 days' notice.
- 4. Personal Card is subject to the following limits based on the card type:

	33 Finance Personal Prepaid Card		
	American Express	Mastercard	UnionPay
Maximum Card	HKD 100,000	HKD 100,000	HKD 100,000



Stored Value Limit					
Minimum Card Initial Load Amount	HKD 500	HKD 500	HKD 500		
Minimum Card Reload Amount	HKD 200	HKD 200	HKD 200		
Maximum Card Daily Load / Reload Limit	HKD 100,000	HKD 75,000	HKD 100,000		
Maximum Card Monthly Load / Reload Limit	HKD 100,000	HKD100,000	HKD 100,000		
Maximum Customer Monthly Load / Reload Limit	HKD 100,000 or equivalent (Total load/reload amount on all 33 Finance Personal Prepaid Cards issued under the customer's name)				
Maximum Customer Monthly Cash Load / Reload Limit	HKD 100,000 or equivalent (Total cash load / reload amount on all 33 Finance Personal Prepaid Cards issued under the customer's name)				
Maximum Customer Stored Value Limit	HKD 100,000 or equivalent (Total value stored on all 33 Finance Personal Prepaid cards issued under the customer's name)				
Maximum Number Of Cards Per Customer	3 (Each customer may hold a maximum of 3 Personal Cards)				
Maximum ATM Cash Withdrawal Daily Limit*	HKD 40,000	HKD 40,000	HKD 40,000		
Maximum ATM Cash Withdrawal Monthly Limit*	HKD 50,000	HKD 50,000	HKD 50,000		



Maximum ATM Cash Withdrawal Yearly Limit*	HKD 300,000	HKD 300,000	HKD 300,000

\*Note: The minimum and maximum withdrawal amounts for each transaction are determined by the settings of the relevant ATM operator.

- 1. Restrictions on Load and Reload: Loading and reloading on NHT Card / Enagic Card is not available for cardholders.
- 2. UnionPay Card Limits: The Personal Card limits for UnionPay cards obtained from PMI, Enagic, NHT, and RIMAN are as follows:

Maximum Card Stored Value Limit: HKD 200,000

Maximum Card Daily Load/Reload Limit: HKD 200,000

Maximum Card Monthly Load/Reload Limit: HKD 200,000

Maximum ATM Cash Withdrawal Monthly Limit: HKD 200,000

Maximum ATM Cash Withdrawal Yearly Limit: HKD 2,400,000 (based on the monthly limit multiplied by

12).

All other limits are as per the table above.

We reserve the right to amend these limits at any time with at least 30 days' notice. By continuing to use or retain your Personal Card, you agree to be bound by the most updated applicable card and usage limits.

#### The Use of the Personal Card

- 5. Once issued, the Personal Card will be subject to a Card Management Monthly Fee. This fee will be waived for the first 12 months following issuance, with charges commencing from the 13th month through the 24th month of card ownership.
- 6. Prior to first use, cardholders must complete two activation requirements: (i) signing the signature panel on the reverse side of the Personal Card, and (ii) activating the card through one of the following methods: contacting the 33 Finance Customer Service Hotline, accessing the 33 eWallet platform, or visiting the official website at <a href="www.33finance.com">www.33finance.com</a>. For co-branded Personal Cards, activation may alternatively be completed through the designated customer service channels of the relevant co-branding partner, where such options are available.
- 7. Each Personal Card contains a unique Personal Identification Number (PIN) printed beneath a security scratch panel on the card's reverse side. This PIN is required for accessing 33 Finance Prepaid Card Services through our customer service hotline, eWallet platform, or website, and cardholders must change this initial PIN immediately after first use. Co-branded cardholders may access these services through their partner's designated channels where applicable. For enhanced security, we strongly recommend periodic PIN changes and expressly prohibit disclosure of your PIN to any third party, including employees of 33 Finance or its co-branding partners.
- 8. The payment network acceptance varies by card type: American Express Personal Cards are accepted at merchants displaying the American Express logo or otherwise accepting American Express for payments; Mastercard Personal Cards at merchants displaying the Mastercard logo or accepting Mastercard; and UnionPay Personal Cards at merchants displaying the UnionPay logo or accepting UnionPay all subject to each merchant's discretion. Please note that UnionPay Personal Cards with card numbers beginning with 6291 are generally incompatible with online payment systems, and all UnionPay Personal Cards are prohibited from being used for cryptocurrency-related transactions.
- 9. Payment authorization procedures differ by network: American Express Personal Card transactions require either (i) physical card presentation with signature verification matching the card's reverse side



- signature or (ii) American Express Contactless Payment where available; Mastercard Personal Card transactions follow the same dual authorization options; while UnionPay Personal Card transactions may require either signature verification, 6-digit PIN entry (depending on the card's authorization protocol), or UnionPay QuickPass contactless payment where supported.
- 10. ATM cash withdrawals are permitted upon entry of the correct PIN, with each transaction subject to an immediate handling fee deduction from the card's available balance.
- 11. The Personal Card's validity expires both upon reaching its expiration date and when the available balance is depleted. For security purposes, we recommend physically destroying expired cards by cutting them in half before disposal.
- 12. Cardholders acknowledge that American Express and Mastercard Personal Cards may be subject to pre-authorization holds at certain merchant categories (including but not limited to petrol stations, cruise lines, car rental agencies, and hotels), where the merchant's estimated billing amount will temporarily reduce the available balance. UnionPay Personal Cards do not support this pre-authorization function. Additionally, no Personal Card variant supports recurring billing transactions.
- 13. The card-to-card transfer feature is exclusively available to fully KYC-verified cardholders, permitting fund transfers between personal prepaid card accounts issued by 33FS, with a minimum transfer amount of HKD100 per transaction. This functionality is disabled for anonymous gift card products.
- 14. Fully KYC-verified cardholders may utilize the FPS transfer-out function to send funds to same-name accounts or other FPS-eligible recipient accounts, subject to daily (HKD10,000) and monthly (HKD50,000) transfer limits. Each FPS transfer incurs a 1% transaction fee, and this service is unavailable for anonymous gift cards.

### **QR Code Services**

- 15. "QR Code Services" refer to payment services facilitated through QR code scanning via the 33 eWallet application. These terms supplement all existing terms governing the mobile application ("App") through which you access these services.
  - 15.1 Using QR Code Services and Your Responsibility
  - 15.1.1 The QR Code Services enable payment data captured via QR code scanning, eliminating manual entry. You bear full responsibility for verifying the accuracy of captured payment data before confirmation. We assume no liability for: (i) errors in payment data or instructions, (ii) disputes between you and merchants/payment service providers, or (iii) third-party transactions.
  - 15.1.2 Compatibility is limited to mobile devices running operating systems we officially support, as specified in our current documentation.
  - Periodic updates to the QR Code Services will be released through official APP stores. Automatic updates may occur for some devices; others require manual downloads. Certain features may be inaccessible until you install the latest version. You are solely responsible for:

    (i) maintaining updated software, (ii) selecting compatible devices/operating system, and (iii) securing appropriate internet access.
  - 15.1.4 These services are exclusively for eligible customers. We reserve the right to terminate App access and/or QR Code Services if ineligibility is discovered.
  - 15.1.5 Jurisdictional restrictions apply. Services are void where prohibited by local laws or where we lack proper licensing.



- 15.1.6 You must comply with all applicable laws regarding App download, access, and service use.
- 15.2 Security
- 15.2.1 Use is prohibited on devices modified beyond manufacturer-approved configurations (including "jailbroken" or "rooted" devices). Such use: (i) compromises security, (ii) increases fraud risk, and (iii) voids all liability protections. You assume full risk for unauthorized modifications.
- 15.2.2 You are accountable for all instructions initiated by you or authorized parties through the QR Code Services.
- 15.2.3 You must implement reasonable security measures to protect information displayed/stored on your mobile device.
- 15.2.4 Immediate notification is required upon: (i) unauthorized access to security credentials, (ii) credential misuse attempts, or (iii) device loss/theft.
- 15.3 Our responsibility and Limitation of Liability
- 15.3.1 While we employ commercially reasonable efforts to maintain services, we disclaim liability for service interruptions or failures.
- 15.3.2 Services are provided "as-is" without warranties of functionality, security, or performance. We exclude liability for: (i) virus or malware transmission, (ii) damage to devices or data, and (iii) any direct, indirect, or consequential losses arising from the use of the services.
- 15.3.3 By using these services, you expressly acknowledge:
  - a. All usage risks are borne solely by you. To the fullest legal extent, we disclaim all warranties (express or implied).
  - b. Material/information obtained via the services is at your discretion. We are not liable for device damage or data loss resulting from downloads/usage.
- 15.3.4 These limitations apply only to the extent permitted by applicable law. No provision shall override statutory rights that cannot be lawfully excluded.

## Foreign Currency Transactions / Overseas Transactions

- 16. Foreign Currency Transactions refer to any transactions processed in a currency other than the Card Currency, including local, overseas, and online transactions. Overseas transactions are defined as transactions (including online transactions) conducted outside Hong Kong, regardless of currency, with the transaction location determined by the merchant's actual processing jurisdiction. For online transactions, cardholders are advised to confirm the merchant's processing location directly with the merchant.
  - All Foreign Currency Transactions will be converted to the Card Currency using the exchange rate established by:
    - American Express (for American Express Personal Cards)
    - MasterCard (for MasterCard Personal Cards)
    - UnionPay (for UnionPay Personal Cards)
       On the conversion date.
  - 16.2 The following fees apply to these transactions:
    - a) A handling fee will be charged for all Foreign Currency and/or Overseas Transactions
    - b) Additional network fees may be imposed by:



- American Express (for American Express Personal Cards)
- MasterCard (for MasterCard Personal Cards)
- UnionPay (for UnionPay Personal Cards)
   All fees will be automatically deducted from the card balance.
- 16.3 For MasterCard transactions only:
  - a) A temporary hold of 5% of the transaction amount will be applied on the transaction date.
  - b) This buffer accommodates potential foreign exchange rate fluctuations between:
    - The transaction date, and
    - The conversation date (as determined by MasterCard)
  - c) Any excess amount held will be released back to the card upon final settlement.

# **Available Balance Enquiry**

- 17. Card statements will not be issued automatically; however, you may request a detailed transaction record. A Detailed Transaction Record Fee will apply to each monthly record provided.
- 18. Available balance enquiries may be made through the following channels:
  - Free Methods:
    - o Calling the 33 Finance Customer Service Hotline
    - Accessing our mobile application
    - (For co-branded cards) Through the co-branding partner's customer service channels (where available)
  - ATM Enquiries (subject to handling fee deduction from card balance):
    - o Mastercard Personal Cards: ATMs displaying the Mastercard logo
    - o UnionPay Personal Cards: ATMs displaying the UnionPay logo
- 19. Transaction history may be obtained without charge via:
  - The 33 Finance Customer Service Hotline
  - Our mobile application
  - (for co-branded cards) the co-branding partner's customer service channels (where available)

You must report any discrepancies, errors, or unauthorized transactions within 45 days of the transaction date. Failure to notify us within this period will result in all recorded transactions being deemed accurate. We strongly advise regular review of your transaction history for security purposes.

## **Loss and Theft of Personal Card**

20. You shall bear full liability for all transactions (including cash withdrawals) conducted using your Personal Card prior to our receipt of your formal loss/theft report. This liability applies regardless of whether the transactions were authorized by you.

# **PIN and Card Replacement**

- 21. We do not reissue forgotten PINs. To regain access to your account, you must apply for a complete card replacement through our official channels.
- 22. In cases of card malfunction not caused by the cardholder, a replacement card will be issued free of charge provided the defective card is returned to us on or before its expiration date for cancellation.
- 23. For Personal Cards damaged due to cardholder misuse, a replacement may be issued upon request and surrender of the damaged card before its expiry date, subject to deduction of a Card Replacement Fee from the available balance.
- 24. All replacement card requests require presentation of valid proof of identification that matches our account records for verification purposes.
- 25. Any issued replacement card will reflect the available balance of the original card according to our records, minus all applicable fees and charges at the time of replacement.
- 26. We expressly reserve the right, at our sole discretion, to refuse any replacement card request without obligation to disclose the reason for such refusal.



## **Expiry and Transfer**

- 27. The Personal Card remains valid for 24 months from its issuance date. Cardholders may verify the expiration date through the 33 Finance Customer Service Hotline, mobile application, or (for co-branded cards) through the respective partner's customer service channels where available. Please note: For Mastercard Personal Cards, the "VALID THRU" date displayed on the card (in MONTH/YEAR format) indicates only the validity period for online purchase authentication, while the actual card expiration remains based on the original 24-month term from issuance. Following expiration, a monthly Expired Card Management Fee will be automatically deducted from any remaining balance until depletion.
- 28. Cardholders may replace expiring cards through our office, co-brand partners, or designated agents during the period beginning one month prior to expiration. This process requires: (i) payment of a Card Renewal Fee, (ii) meeting the minimum initial load requirement for the new card, (iii) surrender of the old card for cancellation, and (iv) presentation of valid identification. The remaining balance from the old card (less the renewal fee) will be transferred to the new card. For balance redemption alternatives, please refer to Clause 35.
- 29. Important Refund Policy: We cannot process any merchant refunds to expired Personal Cards. Cardholders must ensure their card remains valid when initiating refund requests.

## Indemnification and Exclusion of Liability

- 30. We assume no liability for merchant refusals to accept the Personal Card for payment of goods or services. All transaction disputes must be resolved directly between you and the relevant merchant. Under no circumstances shall we be responsible for any losses or damages incurred by you or third parties in connection with Personal Card usage.
- 31. Except as expressly provided herein and to the maximum extent permitted by law, all 33 Finance services are provided on an "as is", "as available", and "with all faults" basis. We expressly disclaim all warranties, representations, conditions and terms, whether express or implied by statute, common law or otherwise.
- 32. Notwithstanding any other provision, our liability shall be strictly limited as follows:
  - a) We shall not be liable for any indirect, consequential, incidental, special or punitive damages, including but not limited to lost profits, revenue, business interruption, lost opportunities, or data loss, regardless of whether arising from contract, negligence, tort or otherwise.
  - b) Our total aggregate liability shall in no event exceed the available balance on your Personal Card at the time the liability arose.
- 33. The Company shall not be liable for service unavailability, rejected transactions or related disputes arising from:
  - a) Events beyond our reasonable control (including Force Majeure or third-party data center failures);
  - b) Failures in internet or public telecommunications networks;
  - c) Failures in user/merchant computer systems or networks;
  - d) Malfunctions in devices used to access our services;
  - e) Breaches of these Terms by users or merchants; or
  - f) Scheduled or emergency maintenance activities.

# **Termination / Redemption**

- 34. The Company reserves the unconditional right to immediately terminate any Personal Card and/or related services or decline any transaction at its sole discretion without prior notice or explanation. No liability shall be incurred by the Company for any direct or indirect losses resulting from such termination or transaction refusal. Upon termination, cardholders must surrender the affected Card to the Company immediately when requested.
- 35. Cardholders are advised to fully utilize their available balance before the Card's expiration date. Should



- early termination be desired, cardholders may apply for balance redemption by personally visiting our office to: (i) complete a Card Cancellation Form, (ii) present valid identification documents, and (iii) return the physical Card. The redemption amount will equal the remaining balance minus the applicable Redemption Fee. No redemption will be processed for balances equal to or less than the Redemption Fee. Approved redemptions will be paid via HKD cheque mailed within 45 days of claim submission.
- 36. In circumstances where business operations cease, the Company may shorten the Card validity period to one year. Following notification of operational suspension: (i) all Cards will be immediately deactivated, (ii) cardholders may claim remaining balances at designated offices prior to the revised expiration date, and (iii) any unclaimed balances will be forfeited upon Card expiry. The Company expressly reserves all rights regarding balance adjustments during such exceptional circumstances.

# Compliance

- 37. You expressly acknowledge and agree that you bear sole responsibility for understanding and fulfilling all tax obligations (including but not limited to, tax payments, filing of returns, or submission of required documentation) in all relevant jurisdictions arising from your use of the Card(s) and Services. This responsibility extends to compliance with any tax legislation having extra-territorial effect, regardless of your domicile, residence, citizenship, or tax residence status. We expressly disclaim any obligation to provide tax advice and assume no responsibility whatsoever for your tax compliance in any jurisdiction, including any tax obligations specifically related to your application for or use of our Cards and Services.
- 38. 33 Finance maintains strict adherence to anti-money laundering regulations in accordance with all applicable laws. This commitment requires all directors, officers, and employees to actively prevent the misuse of company products and services for money laundering activities through rigorous compliance standards and procedures.
- 39. You covenant to utilize all 33 Finance services in good faith and in strict conformity with all applicable laws, regulations, and industry standards governing financial services and electronic payments in all relevant jurisdictions.

### Personal Data

- 40. You acknowledge and agree that maintaining accurate, current personal information in our records is essential. You must immediately notify us in writing of any changes to your personal details to ensure proper account communications. Until we receive such written notification, we shall be entitled to rely exclusively on the personal information currently maintained in our records. We will consider all information in our possession to be accurate and up-to-date unless and until we receive your written notice to the contrary.
- 41. By using our services, you expressly consent to our collection, use, and disclosure of your personal information in accordance with our current Privacy Policy Statement. You confirm that you have accessed, reviewed, and understood the Privacy Policy Statement available on our official website at www.33finance.com, which governs our handling of your personal data.
- 42. Regarding any Co-brand Personal Card, you acknowledge that personal data provided directly to our co-branding partner for card application and servicing purposes will be collected, used, and protected according to that partner's privacy policy, not ours. We assume no responsibility for the data practices or privacy policies of any co-branding partners.

## **Amendments**

- 43. We reserve the exclusive right to modify these Terms and Conditions at any time, with such amendments taking effect 30 days after notice is provided. The current version will always be available on our website. Your continued retention or use of the Personal Card following the effective date of any amendments constitutes your binding acceptance of such changes. All interpretations of these Terms and any disputes arising hereunder shall be subject to our final determination.
- 44. Notwithstanding any other provisions herein, we may establish, modify, or remove operational parameters for the 33 Finance service at our sole discretion, including but not limited to: (i) transaction amount or



frequency limits (whether applied individually or in aggregate); (ii) service availability windows; (iii) specific feature accessibility; or (iv) complete service suspension. We retain the absolute right to decline processing any transaction without prior notification, and may implement such changes without liability to you.

## Law and Jurisdiction

45. These Terms and Conditions shall be exclusively governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region. Both parties irrevocably submit to the exclusive jurisdiction of Hong Kong courts for all matters arising from or related to these Terms.

#### General

- 46. Should any provision of these Terms be held invalid, illegal, or unenforceable by competent authority, such determination shall not affect the validity and enforceability of the remaining provisions, which shall continue in full force and effect.
- 47. These Terms and Conditions have been prepared in both English and Chinese language versions. In the event of any discrepancy or conflict between the two versions, the English language version shall exclusively prevail and control for all purposes.