

Note: This Program is a credit product.

Terms and Conditions of WeLab Bank Subscribe+ for Apple Products

(these "Terms and Conditions")

In consideration of WeLab Bank Limited ("**Bank**", "**WeLab Bank**", "**Our**", "**We**", or "**Us**") providing WeLab Bank Subscribe+ for Apple Product (the "**Program**") to you, you agree to have read, understood and accepted our Account Terms, these Terms and Conditions, and Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products.

Important Notes

- (a) The revolving loan facility under this Program is a loan agreement.
- (b) If you agree to purchase any product or service under this Program, you agree to pay for the product or service which may be delivered by the reseller under this Program at a later date.
- (c) The drawdown on the revolving loan facility to facilitate the purchase of the product or service under this Program and its relevant instalment loan to repay the drawdown will be counted against your revolving loan facility and the overall credit limit with us.
- (d) If you have successfully drawn the revolving loan facility, you will have to repay its relevant instalment loan according to the repayment details specified by us, even if the reseller fails to deliver the product or service which you have purchased under this Program.
- (e) You will not enjoy the chargeback protection in this Program, which means if the reseller fails to deliver the product or service which you have purchased under this Program and refuses to refund the purchase payment, we will not make any refund to you instead.

1. Definitions

- a. "**Loan Agreement**" refers to the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products and the Approval Letter on the Facility entered into by the customer with WeLab Bank.
- b. "**Facility**" means the revolving loan facility agreed to be granted/granted by us under the Loan Agreement.
- c. "**Product(s)**" means any Apple device listed in the web platform of us, including Apple accessories and AppleCare+.
- d. "**Reseller**" means the participating reseller in the Program who sells and delivers the Product(s) to customers.

2. The Program

- a. This Program is applicable to customers ("**you**" or "**customers**") of the Bank with a valid account of the Bank (as determined by us at our sole discretion) who have:
 - i. successfully applied for the Facility; and
 - ii. met all the relevant conditions set out in the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products under the Loan Agreement.
- b. Under the Program, customers can use the Facility to finance the purchase of Product(s) with the Resellers. Each Product (together with the AppleCare+ for which you have opted for the Product, if applicable) is purchased under a separate Instalment Loan drawn from the Facility.
- c. The Products are sold by the Reseller. The Reseller is not an intermediary of the Bank for the procuring, negotiating, obtaining or application of the Loan Agreement or Program.

3. Product order and delivery

- a. All Products are sold and supplied directly by Resellers. The Reseller is responsible for:
 - i. the availability, supply, delivery, return and refunds of, and fulfilment of any order placed by customers for any Product, including whether any delivered Product conforms to the description provided by the Reseller; and
 - ii. the quality, safety or legality of the Product advertised, the accuracy of the description of any Product or the ability of the Reseller to sell and deliver any Product.

We shall not be liable for any Product or service provided by the Resellers.

- b. The Reseller will deliver the Product(s) to customers according to the confirmed order once the customer's Loan Agreement is approved by the Bank and signed by the customer. Delivery arrangements is subject to the Reseller's terms and conditions.
- c. Customers must comply with all the relevant terms and conditions agreed with the Reseller.
- d. This Program does not support refund or cancellation of any purchase of the Product.
- e. You will not enjoy the chargeback protection in the Program, which means if the Reseller fails to deliver the Product for which you have opted for the Product purchased in an Applicable Transaction and refuses to refund the purchase payment:
 - i. we will not make any refund to you instead; and
 - ii. your obligation to repay the Instalment Loan in full will continue.

4. Personal Data

- a. Collection and use of personal data (if any) by the Bank shall be governed by the Bank's data privacy policy.
- b. Collection and use of personal data (if any) by the Reseller shall be governed by the Reseller's data privacy policy.

5. Limitation of liability

- a. The Bank reserves its absolute right on any loan approval decision and any disputes.
- b. The Bank does not act as an agent of the Reseller, and the Bank does not assume any liability of the Reseller or any of its agents. Any claim, complaint or dispute arising from or in connection with any Product shall be addressed to and resolved directly with the Reseller, which shall in no way relieve customers from their payment and other obligations to the Bank. The Bank provides no warranty or representation for any Product.
- c. The Bank shall in no event be liable for any dispute between the Reseller and the customer, or for any direct or indirect costs, expenses, losses or liabilities customers may incur or suffer arising from, or in connection with, the purchase of any Product.
- d. If the application for the Program is made with any false, inaccurate, incomplete, inapplicable information or if the customer does not maintain a good loan account record, including but not limited to non-punctual repayment or has any unsatisfactory credit record with the Bank, without prejudice to any other rights and remedies available to the Bank, the Bank reserves the right to terminate the provision of the Program to you without further notice. The Bank reserves the right to recover any costs incurred in relation thereto.
- e. The Bank may modify, terminate or withdraw from the Program at any time and notwithstanding such termination or withdrawal, your repayment and other obligations to the Bank under the Loan Agreement shall remain unchanged unless otherwise notified in writing by the Bank. The Bank has the final decision at its discretion in all matters and disputes in relation to the Program. The Bank may vary these Terms and Conditions at our sole discretion. Unless the changes are not within our control, we shall give at least 60 days' notice to you for any significant changes to these Terms and Conditions, or facility terms, of the Facility, or any increase in the interest rate (other than due to a breach of the Terms and Conditions by you); and at least 30 days' notice to you for other changes which shall affect your liabilities and obligations. In other cases, we will give you reasonable notice. The Bank shall not be responsible or liable for any claim or liability in relation to use of the Program by customers or any other person.

6. Miscellaneous

- a. These Terms and Conditions are governed by Hong Kong Special Administrative Region.
- b. No person other than the loan applicant and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- c. Terms defined in our Account Terms and the Loan Agreement shall have the same meanings when used herein, unless otherwise defined.
- d. In the event of inconsistency between these Terms and Conditions, the Approval Letter, the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products and the Account Terms, the prevailing order shall be as follows:
 - i. the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products;
 - ii. the Approval Letter;
 - iii. these Terms and Conditions; and
 - iv. the Account Terms.
- e. In the event of any inconsistencies between the English and Chinese version of these Terms and Conditions, the English version shall prevail.

To borrow or not to borrow? Borrow only if you can repay!

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