

## **Module A – General Terms**

---

### **1. Definitions and Interpretations**

1.1 In these Terms, the following words and expressions shall have the meanings hereby assigned to them except when the context otherwise requires:

“**Bloom App**” or “**App**” means the App operated and owned by Bloom Rewards Limited;

“**Cash Rebate**” is defined under Section 1 of Module B;

“**Coupon(s)**” means coupons issued by the Merchant Partner and placed for distribution on the Bloom App. Coupons are governed by and set by the Merchant Partner’s own Terms and Conditions;

“**Customers**” means the customers of Bloom and users of the Bloom App;

“**Eligible Card**” means a VISA credit card tied to a Hong Kong, Singapore, Australia, New Zealand bank account that is linked on Bloom’s App;

“**Eligible Purchase**” means a purchase made at a Merchant Partner with a VISA card that is linked on Bloom’s App and adheres to Terms & Conditions of the cash rebate rewards;

“**Eligible Member**” means a customer who downloads Bloom, registers and links a VISA card to the account;

“**Explore**” means the function page on the Bloom App that displays different Business Partner brand’s content;

“**FPS**” means faster payment system;

“**Membership Program**” means a Merchant Partner’s own membership program including but not limited to loyalty programs, sign-up for opening accounts, points systems etc.;

“**Merchant Partner**” means a merchant that has been onboarded onto Bloom;

“**New User**” is a customer who has never registered on the Bloom App

“**Programme**” means the promotional campaign the Merchant Partner is running on Bloom’s App;

“**Programme Period**” means the period of time that the Participant Merchant has decided to run its reward program;

“**Rewards**” means any offers on the Bloom platform including but not limited to cash rebate, Bloom Coins, digital assets, non-fungible tokens, coupons, referral programs, welcome offers, membership services;

“**Terms**” means the Terms & Conditions that govern your whole journey with Bloom, including your application to be a Bloom member and your membership;

“VISA” means the global credit card association which issues VISA cards and operates the related payment networks and technologies;

- 1.2 Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.
- 1.3 The headings in these Terms shall not in any way vary, limit or extend the interpretation of these Terms.
- 1.4 Unless the context otherwise requires it, all references to clauses, sub-clauses and schedules are made to Clauses, Sub-Clauses and Schedules of these Terms and references to these Terms shall be construed as the whole Terms including the Schedules.

## **2. General Introduction**

- 2.1 Bloom Rewards Programme is an open rebate platform owned and operated by Bloom Rewards Limited (“**Bloom**”, “**We**”, “**Us**”, “**Our**”).
- 2.2 The Terms and Conditions in this document govern your whole journey with Bloom, including your application to be a Bloom member and your membership.
- 2.3 By registering as a Bloom Eligible Member, you agree to accept the Terms and Conditions. Please refer to these Terms and Conditions carefully.
- 2.4 We reserve the rights to amend the Terms and Conditions at any time, without any prior notice and/or correspondence in this regard.
- 2.5 In the event of any discrepancy between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.
- 2.6 Any technical problems caused by computers and/or the internet, might result in a delay of the distribution of a reward or other errors, Bloom will try to assist but will take no liability of these errors.

## **3. Bloom Account**

- 3.1 To be an Eligible Member, a person must:
  - (a) have downloaded and installed the Bloom App;
  - (b) be 18 years old or above;
  - (c) be holding a valid VISA credit card issued in his/her own name from a Hong Kong, Singapore, Australia or New Zealand Bank;
  - (d) be holding an active bank account of a licensed bank in Hong Kong, Singapore, Australia or New Zealand
- 3.2 Individuals who are interested in becoming a Bloom member can first download the App, then carefully read our Terms. Inputting all the relevant personal particulars as instructed on the interface of the App (email address, phone number, etc.) and clicking the confirmation button on the registration page, imply that the individuals have agreed to our Terms, and all information they provide us is complete, accurate and up-to-date.

- 3.3 You should keep your personal details updated in the Profile section of the Bloom App.
- 3.4 To complete your Bloom account application, you are required to link a VISA credit card issued in your name on the App. You are required to input your card details (e.g. card number, valid date, and CVV) in accordance with the instructions shown on our App. Each user can only link at most ten Cards with Bloom. Once the card is linked, you may enjoy rewards on Eligible Purchase bounded in accordance with the relevant terms herein.
- 3.5 The action of linking your card with Bloom implies that you have agreed to let Bloom and the relevant partners of a Bloom campaign access your spending records on the linked card once your account is activated.
- 3.6 Bloom reserves the rights to decide your eligibility for being a Bloom member, and to discontinue your Bloom membership or account for any breach of applicable laws or regulations, fraud, abuse and/or non-compliance by you (as determined at our sole discretion), or any other reason, without any liability to you. This clause is to protect the interests of all the members and Merchant Partners of Bloom.
- 3.7 Your Bloom account is personal to you. You cannot sell, exchange, transfer or assign your Bloom account to anyone else.
- 3.8 An individual shall not create or have control and/or custody over multiple Bloom accounts. In particular:
- (a) Each mobile number may only be linked to one Account;
  - (b) Each email address may only be linked to one Account;
  - (c) Each VISA card may only be linked to one Account;
  - (d) Each identification document or number may only be linked to one Account;
- If the same VISA card has been linked and unlinked multiple times to different Bloom accounts, Bloom reserves the right to determine the VISA card is at risk, flag it as engaged in suspicious activity, and have the right to suspend or terminate the corresponding Bloom Account(s) as well as prevent any future attempts to link the same VISA card on Bloom. A failure to abide by any terms and conditions, the perpetration of any fraud or abuse, whether relating to the accrual or receipt of Cash Rebate, digital assets and/or other Rewards or otherwise, and/or any misrepresentation of any information furnished to Bloom or its affiliates may result in your Account being flagged for suspicious activity and suspended or terminated; any Cash Rebate accumulated being forfeited; and/or any store credit or vouchers purchased by you being cancelled.
- 3.9 Your Bloom account will be valid for any period specified by us from time to time.
- 3.10 If you do not log in to the Bloom App for 2 years, we will consider your Bloom account inactive and have the rights to terminate your Bloom account without prior notice to you in this regard. You may need to re-apply for a new Bloom account if you wish to join Bloom again as a member.

#### **4. Bloom Coin Rewards**

- 4.1 From time to time, Bloom will offer you the channel to earn “Bloom Coin(s)” on certain Eligible Purchase transactions and non-Eligible Purchase transactions made with your Eligible Card(s).
- 4.2 Bloom Coin is a unit under a reward scheme operated by Bloom Rewards Limited. You are required to register as an Eligible Member of the Bloom App agree to the relevant terms and conditions, in order to earn Bloom Coin from spending on your Eligible Card(s).

- 4.3 Bloom reserves the right to determine in its sole discretion whether the linked Visa debit card or credit card is eligible to earn Bloom Coins.
- 4.4 Rewards and offers available for redemption using Bloom Coins may be subject to additional terms, conditions, and restrictions that are set by Bloom, Merchant Partners and/or any 3<sup>rd</sup> parties.
- 4.5 Bloom Coins, Rewards, accounts are not transferable and may not be available to all Customers.
- 4.6 Different Bloom accounts cannot be combined. Joint accounts are not permitted.
- 4.7 In case of any dispute, Bloom retains the sole discretion in determining the eligibility of a transaction and the corresponding earned Bloom Coin available.
- 4.8 Bloom Coins are earned as described in a Bloom Coins offer, and when made on a transaction are based on the total transaction amount.
- 4.9 No Bloom Coins can be earned for transactions made prior to becoming an Eligible Member.
- 4.10 Bloom Coin earning amounts may vary according to, including but not limited to, merchant, store, product, services category, and may include exclusions, limits, and restrictions of eligibility and amount of earning Bloom Coins.
- 4.11 No Bloom Coins can be earned for transactions made at merchant category code (“MCC”) 4829 for money orders – wire transfer; MCC 6011 for financial institutions – automated cash disbursements; MCC 6540 for POI funding transactions; MCC 6051 for quasi cash with transactions under the merchant name "Wechat" or "Alipay"; MCC 5999 for miscellaneous and specialty stores with transactions under with merchant name "Wechat" and a spending amount less than or equal to HK\$10; and including but not limited to anything related to ATM withdrawals, money transfers, currency exchanges, and top-up functions.
- 4.12 Bloom reserves the right to decide the eligibility of any transaction in relation to earning Bloom Coin based on reasons such as any breach of applicable laws or regulations, fraud, abuse and/or non-compliance by you (as determined at our sole discretion), or any other reason. Bloom reserves the right to cancel any and all of your Bloom Coins and discontinue your Bloom membership or account without any liability to you and without giving reasons and notice. Bloom reserves the right to investigate any transaction or activities Bloom believes, under our sole discretion, are fraudulent or abusive of Bloom Coins offers.
- 4.13 Bloom does not warrant the accuracy or timeliness of the information displayed on the App or the Services. You agree that neither Bloom nor the merchant partners nor partners are responsible for any errors, inaccuracies or other errors displayed in the App. We and the merchant partners reserve the right to determine transactions ineligible, and cancel all Bloom Coins awarded associated with such transactions without any liability to you and without giving reasons and notice.
- 4.14 Where the unit(s) of Bloom Coin earned from a transaction on your Eligible Card is not an integer, we are entitled to round up such unit(s) to the nearest integer at our sole discretion.
- 4.15 Bloom Coin may be redeemed including but not limited to coupons, digital assets, and other reward offers at a rate we will inform you from time to time and determined by Bloom.
- 4.16 Bloom Coins are valid and redeemable via the Bloom App.

- 4.17 Bloom Coins can be used to redeem rewards including but not limited to coupons, products and services, and digital assets made available on the Bloom App that may change from time to time.
- 4.18 If you did not receive Bloom Coins on a transaction on the Bloom App within three (3) business days after the date of transaction, please email [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com) with a photocopy of the receipt, your phone number registered with Bloom and the last 4 digits of your VISA Card no later than one (1) month after the date of transaction.
- 4.19 Under normal circumstances, the Bloom Coins earned amount on a transaction will be displayed in your Bloom account within ten (10) business day, after Bloom's receipt of the cleared transaction from Visa network and/or merchants. In normal situations, Bloom's receipt of the cleared transaction is within three (3) weeks depending on each merchants' operational practices.
- 4.20 The number of Bloom Coins earned on each transaction is determined by us.
- 4.21 The number of Bloom Coins needed to redeem Rewards is determined by us.
- 4.22 Once a Reward has been requested or redeemed by a Customer, no changes, return of Bloom Coins or refunds is available for any reason.
- 4.23 Bloom is not responsible for any lost or stolen Bloom Coins or Rewards.
- 4.24 All Rewards are subject to its own terms and conditions as specified by its suppliers or Bloom, and is subject to availability.
- 4.25 Bloom may alter, change, or terminate any campaign program associated with Bloom Coins or any Rewards at any time for any reason without prior notice. Bloom may alter and change including but not limited to, the use of Bloom Coins, the availability of Rewards, the types of Rewards, the availability of Bloom Coins, the terms for using Bloom Coins, the redemption scheme of Bloom Coins and any other terms and conditions.
- 4.26 Upon termination of any Bloom Coins Programmes, any accrued Bloom Coins or benefits will be forfeited without any obligation or liability on Bloom, and any Bloom Coins claims will not be fulfilled.
- 4.27 Bloom Coins and other related offers, benefits and services are the sole property of Bloom, and not the property of Customers.
- 4.28 Bloom will not compensate or pay cash, cash equivalent, or credit for any unused or forfeited Bloom Coins.
- 4.29 Rewards are provided by merchants, third party providers or partners, and Bloom is not responsible and will not be liable to you for any financial loss or damages caused by or in connection with the quality, accuracy, completeness of content, or services under the Rewards. Bloom does not guarantee or endorse the products or services available for redemption as Rewards, even if it is sponsored.
- 4.30 Unused Bloom Coins have an expiration period of two (2) years starting from the date it was issued. Expired Bloom Coins will not be returned or credited to you.
- 4.31 The specific terms of these rewards and cash rebate offers including the transactions which are eligible for earning Bloom Coin will be displayed on the App.

## **5. Collection and Use of Your Data**

5.1 Bloom may use, transfer and disclose your Data :

- (a) in connection with the purposes of provision of the Visa Card and/or operation of or participation in the Bloom Coin scheme;
- (b) (applicable to personal data) as set out in the Privacy Notice; and
- (c) in connection with matching against any data held by us for whatever purpose (whether or not with a view to take any adverse action against you), ((a) to (c) are collectively referred to as the Purposes”).

5.2 We may (as necessary and appropriate for the Purposes) transfer and disclose any of your information to the following recipients (each of whom may also use, transfer and disclose such Data for the Purposes):

- (a) the recipients set out in the Privacy Notice;
- (b) third party service providers or business partners based in Hong Kong or overseas that we may engage for the purposes of operating or participating in the Bloom Coin scheme.

## **6. Merchant Partner Policies**

- 6.1 The list of Merchant Partners is decided by Bloom and the Merchant Partners from time to time. You may find the latest list on the Bloom App. We reserve the rights to change the list without prior notice to you. Any transactions made in temporary shops, shop-in-shop, pop-up stores, concession or consignment counters, atrium counters or booths may be excluded from this programme.
- 6.2 Cash Rebate and / or Bloom Coins reward availability is limited to each Merchant Partners throughout the Programme Period (first come first served basis).
- 6.3 Bloom reserves the final right to decide the eligibility of all transactions.
- 6.4 Certain purchases may be excluded from Cash Rebate and / or Bloom Coins reward, amount and exclusions vary with each Merchant Partner and individual promotions may contain specific exclusions. Customers are expected to review these terms carefully. The exclusions are subject to change without notice, and Bloom hereby disclaims any and all liability in connection with any incorrect information or failure to include information on the list of exclusions.
- 6.5 Each Merchant Partner Cash Rebate and / or Bloom Coins reward may be governed by different terms and conditions. Including but not limited to the Cash Rebate and / or Bloom Coins reward amount per eligible transaction, number of eligible transactions per user, minimum transaction amount, and other limitations and exclusions. These may change from time to time without prior notice. Customers are expected to review these terms carefully to avoid confusion.
- 6.6 Deposits on merchandise and/or meals are NOT accepted. For instalment transactions, only the first month's instalment payment amount will be accepted for this promotion.
- 6.7 Receipts that have been used for gift redemption in this promotion will NOT be eligible for any cash refund, return or the redemption of rewards in other promotions.

- 6.8 In respect of the Merchant Partners where a transaction of Eligible Purchase is made, the Cash Rebate and / or Bloom Coins reward becomes unavailable when the quota runs out.
- 6.9 If Customers subsequently cancel or reverse any transactions of Eligible Purchase, Bloom reserves the rights to disqualify an Eligible Purchase or debit the amount of Cash Rebate directly from member's bank or Card account without prior notice. If Cash Rebate have already been redeemed, Customers are required to return the gift or to pay for a fair value (which shall be determined by Bloom).
- 6.10 Bloom App is only a platform displaying the amount of Cash Rebate, Bloom Coins, digital assets, and Coupons for redemption. No storage of funds is involved in BloomApp.
- 6.11 Eligible Purchase is determined by Bloom according to the merchant ID/transaction types as defined by VISA. Our decision as to what constitutes an eligible or ineligible transaction shall be final and conclusive.
- 6.12 All the amounts of Cash Rebate and/ or Bloom Coins reward cannot be transferred, returned, exchanged, or converted into other form.
- 6.13 In relation to a single Eligible Purchase, only the member's Bloom account can be used for earning the Cash Rebate and/ or Bloom Coins reward.
- 6.14 You agree and acknowledge that you are not entitled to receive any amount of Cash Rebate and/ or Bloom Coins reward if you close your Bloom account or bank account at any time before the end of Programme.
- 6.15 We reserve the rights to suspend, modify or terminate our offers of Cash Rebate and/ or Bloom Coins reward. In the event of any dispute, our decision shall be final, conclusive, and binding.
- 6.16 Quotas apply and Cash Rebate and Bloom Coins reward are on a first come, first serve basis while stocks last.
- 6.17 Any products or services purchased from Merchant Partners is governed by and subject to the applicable Merchant Partner's policies and terms and conditions, including but not limited to the applicable return, cancellation, exchange, and shipping policies.
- 6.18 You agree and acknowledge that Bloom is not an agent of any Merchant Partner and that the Merchant Partner operates independently and not under our control.
- 6.19 We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Bloom is not responsible for changes to, or discontinuance of any Merchant Partner from Bloom App or the termination of any promotion offered by any Merchant Partner on Bloom App, or for any effect on accrual of Cash Rebate and/ or Bloom Coins reward caused by such changes, discontinuance, or withdrawal. Bloom assumes no responsibility and shall not be liable for any content, product and/or services on the Merchant Partner's platforms (including but not limited to the quality, merchantability or fitness of such products or services or that such content, product and/or services does not breach any laws or regulations).

## **7. Coupons**

- 7.1 Electronic Coupons offered by Merchant Partners may vary according to the terms and conditions Merchant Partners have set. Conditional circumstances may apply. In the event of any dispute, our decision to grant and deem the redemption is valid, shall be final, conclusive, and binding.

- 7.2 Coupons are based on a first come first basis and may be removed from the App at any time without prior notice.
- 7.3 Coupons are expected to be used by Bloom Customers via the Bloom App only. Coupons are prohibited from being distributed and used via other 3<sup>rd</sup> party sites. Any violations may result in a termination of the Bloom account at fault. Bloom reserves the final right without explanation.

## **8. Commissions**

- 8.1 Bloom may receive commission, rebate, remuneration or other payment or benefits from third parties directly or indirectly in connection with any account, products or services. The nature, amount and method of calculating any such payment or benefit may vary over time, depending on the third parties and/or transactions. We are entitled to retain these payments for our own account and benefit absolutely without having to make any prior disclosure to you.
- 8.2 We may offer benefits and/or advantages to any person in connection with any account, product, service, or these terms.

## **9. Redeeming Digital Asset Rewards**

- 9.1 Customers may use their Bloom Coins to redeem digital assets made available on the Bloom App.
- 9.2 Customers may use earned digital assets redeemed on the Bloom App, to convert into Bloom Coins.
- 9.3 Redemption of digital asset rewards are subject to limitations and restrictions including but not limited to:
- each digital asset's redemption value in Bloom Coins and vice versa. This redemption rate is subject to market fluctuations in price and may change from time to time without prior notice;
  - each digital asset's minimum amount of Bloom Coins and vice versa needed for redemption;
  - each digital asset's associated handling fee for withdrawal;
  - the minimum amount of 50 USDT (Tether) of each digital asset available to be withdrawn to an external account; and
  - the maximum amount of US\$1,000 in total accumulated between digital assets available to be withdrawn to an external account per year.
- 9.4 Availability of digital asset Rewards are subject to change and may do so without prior notice.
- 9.5 Any redemption into digital assets or conversion into Bloom Coins are final and conclusive according to the redemption value as displayed on the App.
- 9.6 **Withdrawal of Digital Assets**
- (a) Customers are permitted to withdraw their rewarded digital assets into an external account or wallet. This may be subject to a handling fee in the form of a deduction of rewarded digital assets. The handling fee may vary according to the choice of blockchain or account address.



- (b) In order to use the withdrawal system to transfer digital assets to your external account address, you are required to set a passcode in the Bloom App. Customers shall be solely and entirely responsible for maintaining the confidentiality of passcode and other information in respect to their accounts and responsible for all activities that occur in connection with the account. In no event shall Bloom be responsible or liable for any loss or damage in relation to the unauthorized use of the account by any person.
- (c) In order to use the withdrawal system to transfer digital assets to your external account address, you are required to provide your exact name as presented on your identification card, your identification number, and the front and back photographic proof of your identification card for identity verification by us. We may, at our sole discretion, reject, withhold or delay your ability to use the withdrawal systems based on reasonable suspect that your account is or may be associated with any violations of these Terms and Conditions, any law statute, ordinance, or regulation, sanctions programs administered in the countries where we conduct business, or which would involve proceeds of any unlawful activities. We may suspend or terminate your account, and/or block transactions or freeze your digital assets immediately without notice, and we reserve the right to report any such suspected or actual circumstance to the law enforcement authorities. We are not liable for any loss, damages and compensation suffered by you due to frozen assets or assets unable to be withdrawn under these circumstances.
- (d) Verification of identity may take up to seven (7) business days.
- (e) Once an account is verified by us, Customers may transfer the earned digital assets to a designated external account.

## 9.7 **Redemption Risk**

Customers should exercise prudence in redemption of digital assets. Please be informed that redemption of digital assets involves risk. Please carefully consider whether any redemption of digital assets herein are appropriate for you in view of your experience, objectives, financial resources and relevant circumstances. Prices of digital assets can and do fluctuate at any time. Due to such price fluctuations, you may increase or decrease the amount of digital assets redeemed at any given moment. Any digital asset or redemption position may be subject to large swings in value and may even become worthless.

## **10. Redeeming Non-fungible Token (“NFT”) Rewards**

- 10.1 Customers may use their Bloom Coins to redeem NFT made available on the Bloom App.
- 10.2 NFT are unique in kind, the availability of the NFT for redemption is subject to a first come first served basis
- 10.3 Availability of NFTs Rewards is subject to change and may do so without prior notice.
- 10.4 Any redemption using Bloom Coins into NFTs are final and conclusive according to the redemption value as displayed on the App. All redemptions are not refundable or revertible.
- 10.5 Customers are permitted to transfer their redeemed NFTs into an external eligible blockchain associated account or wallet. In order to withdraw the NFT, Customers are required to contact customer service and provide an external account or wallet address that can receive the redeemed NFT(s). Bloom will then transfer the NFT to the provided address via the blockchain network(s).

10.6 Customers shall be solely and entirely responsible for maintaining the confidentiality of and other information in respect to their eligible blockchain associated accounts and addresses, and responsible for all activities that occur in connection with the account. In no event shall Bloom be responsible or liable for any loss or damage in relation to the unauthorized use of the account by any person.

### 10.7 Third-Party Content and Services

- (a) Bloom helps you explore NFTs created by third parties and interact with different blockchains. Bloom does not make any representations or warranties about this third-party content visible through our service, including any content associated with NFTs displayed on the service. We also cannot guarantee that any NFTs visible on Bloom will always remain visible and/or available to be redeemed.
- (b) Some NFTs may be subject to terms with respect to the use of the NFT content and benefits associated with a given NFT.
- (c) Some NFTs will have links or functionality to access or use third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“Third-Party Materials”).
- (d) When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our services, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of Bloom, and may be “open” applications for which no recourse is possible. Bloom is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. Bloom provides links to these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

### 10.8 Assumption of Risk

- (a) The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of digital assets can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.
- (b) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs.
- (c) The regulatory regime governing blockchain technologies, NFTs, digital assets, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the service and the utility of NFTs.
- (d) You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Bloom is not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your NFTs.

- (e) There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabelled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to obtain, transfer, or otherwise interact with any NFTs or accounts/collections.
- (f) We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and Bloom has no ability to reverse any transactions on the blockchain.
- (g) There are risks associated with using internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or account. You accept and acknowledge that Bloom will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the service or any blockchain network, however caused.

## **11. Customer Responsibility**

11.1 The Customer shall bear any loss as a result of his/her own actions, including but not limited to

- “Fat finger” input or instruction errors, including quantity of Bloom Coins redemption, quantity of digital assets redemption, incorrect withdrawal account address, and/or timing errors;
- Mis-timing or mis-submission of trade instructions;
- Forgetting or disclosing your password;
- Computer or network issues, including any hacks or virus issues related to Customer’s computer or network;
- Withdrawal of digital assets or NFTs to a wrong account;
- Third Parties accessing and using your account for any reason.

11.2 In the event of a Customer’s malicious, manipulative, illegal, or abusive use of our services, a violation of these Terms of Service, and/or any other behaviours or methods utilized to gain an unfair advantage, as determined at our sole discretion, we reserve the right to take necessary action, including, but not limited to, closing a Customer’s account, placing restrictions on account redemptions, transactions, withdrawals, freezing assets in the Customer’s account, commencing legal action against the Customer and/or pursuing other measures of recourse. In the event the Customer is not cooperative, the Customer shall bear all costs incurred as a result of any action taken by us, including legal fees. In addition, Customers shall take full responsibility to ensure the account information is verified and correct before making the transfer so that digital assets are transferred into the correct account. Bloom will not under any circumstances be liable for any losses suffered by the Customer due to the actions mentioned above.

## **12. Information Accuracy**

12.1 Although care has been taken in preparing the material and information contained on our website and App (collectively “Bloom Sites”), we do not make any representations or warranties in relation to such contents. We make no representation or warranty regarding non-infringement, security, accuracy, reliability, timeliness, completeness, fitness for a purpose, or freedom from

computer viruses in connection with such material and information. We accept no liability and will not be liable for any loss or damage arising from your access to the Bloom Sites, howsoever arising, including any loss, damage or expense arising from any defect, error, imperfection, fault, mistake, unavailability or inaccuracy of the Bloom Sites. Factual or statistical data may be presented in approximate, summary or simplified form and may change over time.

- 12.2 Although efforts have been made to ensure accuracy, the information and content on the Bloom Sites is subject to change without notice and is provided for the sole purpose of assisting Customers to make independent decisions. We do not guarantee such materials or information's accuracy, suitability, reliability, completeness, performance and/or fitness for the purpose of the content of any services or products available through the Bloom Sites, for any delay in or failure of a transmission or of a receipt of any instructions or notifications sent via the Bloom App. We do not accept any liability for the use or the interpretation of such information. We do not accept any liability for any loss or damage arising from any inaccuracies or omissions.
- 12.3 We have taken reasonable measures to ensure the accuracy of the information on Bloom Sites; however our site editors may have relied on external statistical data which may not in fact be accurate. The Bloom Sites may contain materials written by or information provided by third parties. We do not represent or warrant the accuracy, functionality or performance of any third party software that may be used in connection with the Bloom Sites. You should familiarise yourself with the terms of service applicable to any third party software that may be used in connection with this site and/or any of the services.

### **13. Service Availability**

- 13.1 Due to the nature of the Internet, messages and transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. We are not liable for malfunctions to communications facilities not under our control that may affect the accuracy or timeliness of messages and transactions you send. We have a right to delay or refuse to act on an instruction if we are aware of any actual or suspected breach of security or if we determine in our sole discretion that there are other suspicious circumstances relating to the use of this site.
- 13.2 You acknowledge and consent that the services are provided by us according to its current technological capacity and other conditions. While we have made every effort to ensure continuity and security of the services, we are unable to completely foresee and hedge legal, technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks.
- 13.3 When the system platform is unable to operate properly because of the following circumstances and the Customer is unable to access the services or place a redemption request, we assume no liability for damages. These circumstances include, but are not limited to:
- System downtime during maintenance;
  - Telecom or networking equipment issues;
  - Typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks, and other force majeure factors;
  - Any other issues, including hacker attacks, computer virus intrusion or attack, website or backend maintenance and upgrade, banking related issues, government regulation or mandates, and any other third party issues;
  - Damages to Customers or other third parties caused by third parties.

## **14. Fees**

- 14.1 Fees may be incurred for certain services provided by us to the Customers. This may include a handling fee, or gas fee when Customers withdraw their rewarded digital assets from the Bloom App to an external account. You agree to pay to us the applicable fees in accordance with our fee schedule as published on the App.
- 14.2 We have the right to formulate and adjust service or handling fees and set specific fees to the Customer to use our services, as well as terminate any promotions at any time. We may change the fee models and structures from time to time. We will strive to announce any fee changes via our App or other communication channels ahead of their effective date.
- 14.3 Unless otherwise stated or agreed upon, the Customer agrees that we have the right to deduct the above-mentioned service charges directly from the digital assets balance of the Customer account.

## **15. Membership**

- 15.1 Registration data: when registering for a new membership, voluntarily disclosed data (forexample, including but not limited to telephone number, email address) is needed for registration of the Merchant Partner Membership Program.
- 15.2 If you have given consent to have your application data forwarded to a Merchant Partner, the basic data and any voluntary information will be sent to the Merchant Partner by Bloom for the further processing and issuing of the membership account.
- 15.3 In most cases, the sign-up for memberships will be activated after 7 days since submission of personal data and agreement to Terms & Conditions for the particular Merchant Partner's membership. However, from time to time, there may be delays. Bloom will endeavor to resolve this issue as soon as possible. Prior to the 7 days since submission, offline locations of merchants may not recognize your membership. In some cases, Merchant Partner's may require more information to complete a membership registration, Bloom is not responsible for providing this information and any further action needed to complete a membership registration is the responsibility of the Customer and Merchant Partner.
- 15.4 If you have given consent to have your application data forwarded to a Merchant Partner, the basic data and any voluntary information may also be used for sales, promotional, and marketing purposes.
- 15.5 Each Merchant Partner Membership Program requires your agreement to the Merchant Partner's own terms and conditions. Any changes and adherence to the terms and conditions of the agreement will be the sole responsibility of the Merchant Partner. Bloom is not responsible for providing the service to unsubscribe from the Merchant Partner's membership program. Any service to unsubscribe will be fulfilled by the Merchant Partner. In the case, that further information is required to fulfill a full registration of the membership, Bloom is not responsible for providing this information. Users may have to provide additional information to Merchant Partners at online or offline locations to fulfill the subscription.
- 15.6 Any transfer of personal data to third parties going beyond this only occurs - except in the case of a concrete suspicion of abuse or illegal activity - if you have given Bloom separate consent to this transmission.

## **16. Explore**

- 16.1 Bloom is not responsible for the accuracy of the information provided by the Merchant. Any information or materials posted on Bloom are the opinions and views of the Merchant Partner's, not the Bloom's.
- 16.2 Bloom reserves the right to delete any content posted on the app without prior notice or justification. Posts that incite violence, or have any illegal or racial tendencies will be taken down when detected.

## **17. Termination & Suspension**

- 17.1 We may terminate or suspend your access to Bloom without prior notice or reason. Possible reasons may include:
- (a) suspicion of fraudulent, illegal, dishonest, unauthorized, abusive, or criminal activities
  - (b) suspicion of misrepresentation or misuse of your personal or security details
  - (c) violation of our Terms & Conditions
- 17.2 These apply to you or anyone acting on your behalf that may result in termination or suspension of your account. Results may include cancellation of any purchases made, and/or forfeiture of your accrued Cash Rebate or other Rewards.

## **18. Liability**

- 18.1 We are not liable for:
- (a) the refusal of any merchant, financial institution or other person to accept your VISA Card;
  - (b) any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person. You must resolve any complaint against any merchant, financial institution or other person yourself and no claim against any of them may be made against or set off against us; or
  - (c) any loss or damage which you may suffer or incur in connection with any cancelled, reversed or refunded transactions or chargebacks, including any discrepancy between the original transaction amount deducted from your bank account and the amount credited to your bank account pursuant to the reverse or refund;
  - (d) any loss or damage which you may suffer or incur in connection with any fraud or false information given to us. We are not responsible for the accuracy of personal information given by you, and assumes that you will give accurate information to the best of your ability. We do not engage in know your client services.
- 18.2 We are not obliged to deem a transaction an Eligible Purchase if we have reasonable grounds to believe that such transaction is illegal, fraudulent, dishonest or unauthorized
- 18.3 We may deny your request to redeem Cash Rebate out of your Bloom account:
- (a) to protect us from fraud or other loss;
  - (b) where we have reasonable grounds to believe that there is a breach of our terms and conditions; or
  - (c) if we deem it reasonably necessary to do so.

## **19. Privacy Policy**

- 19.1 Our Privacy Policy sets out the purposes for which we will use your personal data, who we share your personal data with, and the choices you have in relation to how your personal data is collected and used by us. By applying to become a Bloom member, you agree to the terms of our Privacy

Policy, a copy of which can be found here: [https://h5.bloomhk.org/privacy\\_policy](https://h5.bloomhk.org/privacy_policy)

## **20. Biometric Authentication Services**

20.1 "Biometric Authentication Services" refer to services where:

- (a) you may use your fingerprint registered on a device in lieu of your user passcode and one-time password verification as a security code to confirm your identity to access this App or any of our Services ("TouchID Service") ;
- (b) you may use your face registered on a device in lieu of your user passcode and one-time password verification as a security code to confirm your identity to access this App or any of our Services ("FaceID Service"); and/or
- (c) we may authenticate your identity by verifying your real-time facial image against your pre-captured image stored on your device for accessing certain Services ("Facial Recognition Service") .

By using or undergoing the registration process to use our Biometric Authentication Services, you accept and agree to the following terms:

### **Terms applicable to the TouchID Service and FaceID Service**

20.2 You acknowledge and agree that in order to use the TouchID and FaceID Services:

- (a) you will need to activate the fingerprint and/or face recognition functions on your device and in the App's settings to enable TouchID and FaceID;
- (b) you must ensure that only your fingerprints and/or your face are stored on your device to access the device and you understand that upon the successful registration of your device, any fingerprint and/or face that is stored on your permitted mobile device can be used to access any of the services via this App, including but not limited to: (i) access to and operation of your accounts; (ii) change of passcode, mobile phone number or email; (iii) unlinking of bank cards; (iv) redemption of any rewards, digital coupons, or digital asset; (v) withdrawal functions; and
- (c) you should ensure the security of your fingerprints and/or your face as well as the passcode that you can use to register your fingerprints and/or your face on the device. In particular, in relation to the FaceID Service:
  - i. you should not use the FaceID Service if you have an identical twin sibling, in which case you are recommended instead to use the user ID and password to log on to this App;
  - ii. you should not use the FaceID Service if you are an adolescence while your facial features may be undergoing a rapid stage of development, in which case you are recommended to instead use the user ID and password to log on to this App; and
  - iii. you should not take any action to disable any function provided by, and/or agreeing to any settings of, your device that would otherwise compromise the security of the use of your logon credentials for authentication purposes.
- (d) you may still choose to access this App and its services using one-time password verification or your passcode;
- (e) each time this App detects the use of a fingerprint and/or face registered on a device on which you have registered for the TouchID or FaceID Service to access our Services or authorise transactions, you are deemed to have accessed the Services and/or instructed us to perform such transactions as the case may be;

- (f) you acknowledge that the authentication is performed by this App by interfacing with the fingerprint and/or face authentication module on your device and that you agree to the authentication process;
- (g) you can deactivate the TouchID Service or FaceID Service at any time via this App once you are signed in;
- (h) you acknowledge and agree that, for the purposes of the TouchID and/or FaceID Services, this App will be accessing the fingerprint and/or face registered in your device, and you consent to us accessing and using such information for the provision of the TouchID and/or FaceID Services;

#### **Terms applicable to the Facial Recognition Service**

- (i) each time this App detects taking of a real-time face image with your device after you are signed in to access our services or authorise redemptions, you are deemed to have accessed the services and/or instructed us to perform such redemptions as the case may be;
- (j) you acknowledge that the authentication is performed by this App by interfacing with verifying your real-time facial image taken with the camera on your device and that you agree to the authentication process;
- (k) you may deactivate the Facial Recognition Service;
- (l) you acknowledge and agree that, for the purposes of the Facial Recognition Service, this App will be accessing your facial image on your device, and you consent to us accessing and using such data and information for the provision of the Facial Recognition Service;

#### **Terms applicable to all Biometric Authentication Services**

- (m) you agree to protect your device and shall be responsible for all uses of your device (whether authorised by you or otherwise) to access the Biometric Authentication Services;
- (n) in addition to and without subtracting the disclaimers and exclusions of liability under these Conditions and the Terms and Conditions displayed in the App:
  - i. you should not use the FaceID Service if you have an identical twin sibling, in which case you are recommended instead to use the user ID and password to log on to this App;
  - ii. we do not represent or warrant that the Biometric Authentication Services will be accessible at all times, or function with any electronic equipment, software, infrastructure or other services that we may offer from time to time;
  - iii. unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with the use or attempted use of Biometric Authentication Services, or your instructions, or any unauthorised transactions through or in connection with the Biometric Authentication Services;
  - iv. you shall indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) (except any direct loss or damages caused by negligence or misconduct on the part of us) that may be reasonably incurred by us in providing the Biometric Authentication Services to you arising in connection with any improper use of the Biometric Authentication Services; and
  - v. we reserve the right to amend, add or delete at any time these terms by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as we shall deem fit. You agree to observe and comply with any such amendment, addition and/or deletion when using the Biometric Authentication Services.

If you do not accept these terms, please stop accessing or using the Biometric Authentication Services.



## 21. Way of Contact

21.1 Bloom welcomes any questions about these Terms, please email us at [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com).

## 22. Governing Law, Jurisdiction and Version

- 22.1 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions.
- 22.2 These Terms and Conditions are governed by and will be construed in accordance with the laws of Hong Kong.
- 22.3 You irrevocably submit to the non-exclusive jurisdiction of Hong Kong courts to settle any dispute (whether contractual or not) arising out of or in connection with your Bloom account or these Terms and Conditions. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

## **Module B – Terms and Conditions applicable to users using the Hong Kong version of the App**

---

### **1. Earning Cash Rebate with Bloom App**

- 1.1 Only members who hold a valid VISA card successfully linked with members' Bloom account are eligible to earn cash rebate ("Cash Rebate") on Bloom.
- 1.2 With an active Bloom account, you can automatically earn Cash Rebate when you spend with an Eligible Hong Kong Card at any Merchant Partner within the Programme Period subject to a limited availability. No further registration or information submission is required after the spending.
- 1.3 The whole rebate process does not require a manual registration of each eligible transaction receipt by Customers. However, in case of any dispute, we recommend Bloom members to keep the receipt(s) as a proof of spending until the amount of Cash Rebate is successfully credited to your Bloom Account. Once you removed your registered card(s) from your Bloom account, you will not be able to participate in the Programme.
- 1.4 During Programme Period, the Cash Rebate will be awarded to each Eligible Purchase made by an Eligible Card linked with Bloom App in Hong Kong Dollars. Under normal circumstances, the Cash Rebate amount will be displayed in your Bloom account within six (6) business days after Bloom's receipt of the authorized transaction of the Merchant Partner. In normal situations, Bloom's receipt of the cleared transaction is within three (3) weeks. In some circumstances, there may be a delay in displaying the Cash Rebate amount on the Bloom App. We will endeavour to display the Cash Rebate amount on the App as soon as possible.
- 1.5 In certain circumstances involving a refund period of goods and services set by the Merchant Partner, the cash rebate amount will be eligible for rebate after the refund period has passed.
- 1.6 If you cannot find your transactions on the Bloom App within 3 business days after the date of transaction, the cases below may be the reason:
  1. The transaction has only been authorised but not settled.
  2. The transaction is not made at one of our Merchant Partners.
  3. The transaction is not made within the Programme Period.
  4. The transaction is made with a VISA card that is not linked to Bloom.
  5. The VISA Card issuer is the same as the payment acceptance party. There may be additional days needed to process the transaction.

If your case is not one of the above mentioned, please email us at [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com) with a photocopy of the receipt, your phone number registered with Bloom and the last 4 digits of your VISA Card no later than one (1) month after the date of transaction. If your transaction is eligible for the rebate, we will be glad to reward you the Cash Rebate, subject to the following conditions:

- 1.7 No Cash Rebate can be claimed if you make a purchase using an unlinked VISA Card.
- 1.8 No Cash Rebate can be claimed if you make a purchase with Alipay (Mainland China and Hong Kong versions), WeChat Pay (Mainland China and Hong Kong versions), PayPal or any other closed loop payment processor, even in the event that a transaction is registered on the VISA Card unless the payment processor is onboarded on Bloom as a Merchant Partner. If you have any

inquiry about the closed loop payment processor mentioned here, please kindly reach out to us at [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com).

- 1.9 Cash Rebate is only available for Merchant Partners (“merchant A”) on Bloom offering cash rebate. No Cash Rebate can be claimed if a purchase of a Merchant Partner’s goods and services is made through a platform instead of the channels of the Merchant Partner referred to in the App. This may include platforms (“merchant B”) such as marketplaces, e-commerce websites, or food delivery platforms. For example, if Bloom is offering a cash rebate for merchant A, a purchase of merchant A’s product at merchant B will not be eligible for cash rebate. The Cash Rebate can only be claimed if the transaction is directly purchased at the Merchant Partner. However, in the event Merchant B itself becomes a Merchant Partner, Eligible Members may enjoy Cash Rebate when they make Eligible Purchases on the platform.
- 1.10 In an event, where an Eligible Purchase is made in a foreign currency other than Hong Kong dollars at a Merchant Partner, the transaction amount will be converted into Hong Kong dollars to facilitate the Cash Rebate. The converted transaction amount displayed in the Bloom App may at times differ from the corresponding bank statement. Bloom reserves the right to determine the foreign currency exchange rate at the time of the transaction, and the final cash rebate amount delivered to the Customer.

**2. Redeeming Cash Rebate (Only applicable to users with a Hong Kong Faster Payment System account)**

- 2.1 You may redeem your Cash Rebate at any time subject to these Terms or the specific conditions that relate to the individual entries in your account. You must have accumulated Cash Rebate relating to a dollar value more than or equal to a minimum redemption amount as indicated and communicated from time to time in the Bloom App. In order to redeem your Cash Rebate, you must maintain an active account and provide the minimum relevant information required to process the redemption through FPS. For security purposes, the redemption of Cash Rebate is limited to HK\$3,000 per 24-hour period for each Bloom account.
- 2.2 We provide the Faster Payment System services, which is facilitated by DBS Bank (HK) Limited (“DBS”). To you, this is for the function of redemption of Cash Rebate using the Faster Payment System, which was introduced in 2018 by the Hong Kong Monetary Authority (“HKMA”) and operated by Hong Kong Interbank Clearing Limited (“HKICL”). The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKMA, HKICL and/or DBS in relation to the FPS from time to time. This part governs our provision to you and your use of the FPS services. For more information about FPS, you may look for more information here ([https://fps.hkicl.com.hk/eng/fps/consumers/frequently\\_asked\\_questions.php](https://fps.hkicl.com.hk/eng/fps/consumers/frequently_asked_questions.php)) as the reference.
- 2.3 We have the right to set or vary from time to time the scope of the FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, you have to accept and follow these conditions and procedures.
  - (a) In order to enable us to handle an instruction for you in relation to facilitate redemption of Cash Rebate using FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
  - (b) We reserve the right to suspend or terminate the FPS services in whole or in part at any time without giving notice or reason.
  - (c) In order to receive payment or funds transfer using FPS, you must register your mobile number, email address, FPS account holder name and/or FPS Identifier (“FPS ID”) (collectively and

individually, “Proxy ID”) in the FPS. For the avoidance of the doubt, FPS Identifier is a string of numbers generated by the FPS system to link with a bank or a Stored Value Facility account.

- (d) Bloom can only transfer the cash rebates via FPS to your one and only FPS default bank account.
  - (e) In order to use the FPS system to transfer Cash Rebate to your FPS default account, you are required to set a passcode in the Bloom App. Customers shall be solely and entirely responsible for maintaining the confidentiality of passcode and other information in respect to their accounts and responsible for all activities that occur in connection with the account. In no event shall Bloom be responsible or liable for any loss or damage in relation to the unauthorized use of the account by any person.
- 2.4 You must use the FPS Services in a responsible manner. In particular, you have to comply with the following obligations:
- (a) You must comply with all regulatory requirements that govern your use of the FPS services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the regulatory requirements protecting data privacy. You must not use the FPS services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines, and procedures of HKICL.
  - (b) In sending remarks or messages to be displayed to recipients or counterparties of your funds transfer instructions using FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
  - (c) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.
- 2.5 Bloom does not perform “know your client” procedures on verification of necessary information to complete the registration process for FPS. We do not assume any liability, obligation, or responsibility for false information provided for registrations. Bloom will not be made liable for any repercussions in financial damage or loss resulting from:
- (a) Your failure to comply with your obligations relating to the FPS services; and
  - (b) Any delay unavailability, disruption, failure, error of or caused by FPS, or arising from any circumstances beyond our reasonable control; and

in no event will we, our Affiliates, our licensors, and our Affiliates’ and licensors’ respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

## 2.6 Indemnity:

(a) You agree to indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the FPS Services or your use of the FPS Services.

(b) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or willful default or that of

our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.

BLOOM

條款及細則

最後更新時間: 17/03/2023

## 單元 A - 一般條款

---

### 1. 定義和解釋

1.1 在本條款中，除非與上下文不一致或另有說明，否則以下詞語和表述具有以下含義：

“Bloom 應用程式”或“應用程式”是指由 Bloom Rewards Limited 運營和持有的應用程式。

“現金回贈”在單元 B 第一部分中定義；

“優惠券”是指由商戶合作夥伴發行並在 Bloom 應用程式上分發的優惠券。優惠券受商戶合作夥伴自身條款和條件的約束和規定。

“客戶”是指 Bloom 的客戶和 Bloom 應用程式的用戶。

“合資格卡”是指與 Bloom 應用程式上的香港、新加坡、澳洲或紐西蘭的銀行帳戶綁定的 VISA 信用卡。

“合資格購買”是指使用與 Bloom 應用程式綁定的 VISA 卡在商戶合作夥伴處進行的購買，並遵守獎勵的條款和條件。

“合資格會員”是指下載 Bloom、註冊並將 VISA 卡綁定到帳戶的客戶。

“探索”是指 Bloom 應用程式上顯示不同業務合作夥伴品牌內容的功能頁面。

“FPS”是指快速支付系統。

“會員計劃”是指商戶合作夥伴自己的會員計劃，包括但不限於忠誠度計劃、開戶註冊、積分系統等。

“商戶合作夥伴”是指在 Bloom 上註冊和/或推薦的任何商家。

“新用戶”是指從未在 Bloom 應用程式上註冊過的客戶。

“活動”是指商戶合作夥伴在 Bloom 應用程式上開展的營銷活動。

“活動期”是指參與商家決定開展其獎勵計劃的時間段。

“獎勵”是指 Bloom 平台上的任何優惠，包括但不限於現金回贈、Bloom Coin、數字資產、優惠券、推薦計劃、歡迎優惠、會員服務。

“條款”是指管理您整個 Bloom 的旅程，包括申請成為 Bloom 會員以及您的會員資格管理的條款及細則。

“VISA”是指發行 VISA 卡並運營相關支付網路和技術的全球信用卡協會。

1.2 除非上下文另作解釋，否則單數形式的詞語和表述包含複數含義，複數形式的詞語和表述包含單數含義。

1.3 本條款中的各標題不得以任何方式更改、限制或擴充本條款的解釋。

1.4 除非上下文另有規定，否則所有提及的條款、子條款和附表均指本條款、子條款和附表，對本條款的提及應被理解為包括附表在內的整個條款。

## 2. 一般性介紹

2.1 Bloom Rewards 計劃是由 Bloom Rewards Limited (“Bloom”、“我們”或“我們的”) 持有和運營的開放式現金回贈平台。

2.2 本文件中的條款及細則適用於您整個 Bloom 的旅程，包括您申請成為 Bloom 會員和您的會員資格管理。

2.3 註冊成為 Bloom 合資格會員，即表示您同意接受本條款及細則。請仔細參考這些條款及細則。

2.4 我們保留在不事先通知和/或就此方面進行通信的情況下隨時修改條款及細則的權利。

2.5 本條款及細則的中英文版本如有差異，將以英文版本為準。

2.6 任何由電腦和/或互聯網引起的技術問題，都可能導致獎勵分發的延遲或其他錯誤，Bloom 將盡力協助，但不對這些錯誤承擔責任。

## 3. 開通帳戶

3.1 要成為合資格會員，須：

- (a) 下載並安裝 Bloom 應用程式；
- (b) 年滿 18 歲或以上；
- (c) 持有香港、新加坡、澳洲或紐西蘭銀行以其本人名義簽發的有效 VISA 信用卡；
- (d) 持有香港、新加坡、澳洲或紐西蘭持牌銀行的活躍銀行帳戶。

3.2 有意成為 Bloom 會員可以先下載應用程式，然後仔細閱讀我們的條款。按照應用程式界面上的指示輸入所有相關的個人資料（電子郵件地址、電話號碼等），並點擊註冊頁面上的確認按鈕，這意味著您本人已同意我們的條款，且為我們提供的所有資訊都是完整、準確和最新的。

3.3 您需在 Bloom 應用程式的個人資料中更新您個人的詳細資料。

- 3.4 為完成您的 Bloom 帳戶申請，您需要在應用程式上綁定一張以您的名義發行的 VISA 信用卡。您需要根據我們的應用程式指示，輸入卡的詳細資訊（例如，卡號、有效日期和 CVV 碼）。每個用戶最多只能與 Bloom 綁定十張卡。一旦綁定了卡，您就可以根據相關條款，享受“合資格購買”的獎勵。
- 3.5 將您的銀行卡與 Bloom 綁定的行為意味著您已經同意，一旦您的帳戶被激活，Bloom 和 Bloom 活動的相關合作夥伴就可以訪問您在綁定卡上的消費記錄。
- 3.6 Bloom 有權決定您是否有資格成為 Bloom 會員，並有權因您違反適用法律或法規、欺詐、濫用和/或不遵守規定（由我們全權及絕對酌情後決定）或任何其他原因而終止您的 Bloom 會員資格或帳戶，而無需對您承擔任何責任。本條款是為了保護 Bloom 所有會員和商戶合作夥伴的利益。
- 3.7 您的 Bloom 帳戶是您個人的帳戶。您不能將您的 Bloom 帳戶出售、交換、轉讓或出讓給其他任何人。
- 3.8 一個人不能創建或管控和/或保管多個 Bloom 帳戶，特別是：
- (a) 每個手機號碼只綁定或能與一個帳戶綁定。
  - (b) 每個電子郵件地址只能與一個帳戶綁定。
  - (c) 每張 VISA 卡只能與一個帳戶綁定。
  - (d) 每份身份證明文件或號碼只能與一個帳戶關聯。
- 如果同一張 VISA 卡多次與不同的 Bloom 帳戶綁定或解綁，Bloom 有權判定該 VISA 卡存在風險，將其標記為可疑活動，並有權暫停或終止相應的 Bloom 帳戶以及阻止同一張 VISA 卡在未來在 Bloom 綁定。如果您未能遵守任何條款和條件，實施任何欺詐或濫用行為，無論是與現金回贈、數字資產和/或其他獎勵的提取或接受相關，和/或向 Bloom 或其附屬公司提供的任何失實的資訊，都可能導致您的帳戶被標記為可疑活動並被暫停或終止；任何累積的現金回贈將被沒收；以及/或您購買的任何商店積分或優惠券將被取消。
- 3.9 您的 Bloom 帳戶將在我們不時指定的任何時期內有效。
- 3.10 如果您在 2 年內沒有登錄 Bloom 應用程式，我們將認為您的 Bloom 帳戶處於非活動狀態，並有權在無事先通知您的情況下終止您的 Bloom 帳戶。如果您希望再次加入 Bloom 成為會員，您可能需要重新申請一個新的 Bloom 帳戶。

#### **4. Bloom Coin 獎勵**

- 4.1 在某些合資格購買交易和非合資格購買交易中使用您的合資格卡，Bloom 會不時為您提供渠道賺取 Bloom Coin(s)。
- 4.2 Bloom Coin 是 Bloom Rewards Limited 運營的一個獎勵計劃。您需要註冊成為 Bloom App 的合資格會員並同意相關條款及細則，才能從您的合資格卡上消費並賺取 Bloom Coin(s)。
- 4.3 Bloom 保留自行決定綁定的 Visa 扣帳卡或信用卡是否有資格賺取 Bloom Coin 的權利。



- 4.4 可使用 Bloom Coin 兌換的獎勵和優惠可能受 Bloom、商家合作夥伴和/或任何第三方設定的附加條款、條件和規限約束。
- 4.5 Bloom Coin、獎勵、帳戶不可轉讓，可能並非對所有客戶適用。
- 4.6 不同的 Bloom 帳戶不能合併。亦不允許聯名帳戶。
- 4.7 如有任何爭議，Bloom 保留決定交易資格和相應獲得 Bloom Coin 的全權酌情決定。
- 4.8 Bloom Coin 是按照 Bloom Coin 活動頁面的簡介賺取的，並且在進行交易時基於總交易金額。
- 4.9 在成為合資格會員前進行的交易不能賺取 Bloom Coin。
- 4.10 賺取 Bloom Coin 的數量可能會根據（包括但不限於）商戶、商店、產品、服務類別而有所不同，並且可能包括對賺取 Bloom Coin 的資格有所排除、限制和規限。
- 4.11 以下交易不能賺取 Bloom Coin 以商戶類別代碼（“MCC”）4829 進行的匯票（電匯）；適用於金融機構的 MCC 6011 - 自動現金支付；MCC 6540 POI 資金交易；MCC 6051 中商戶名包含“Wechat”或“Alipay”的類似現金交易；MCC 5999 中商戶名包含“Wechat”並消費金額小於或等於港幣十元（HK\$10）的雜貨和專賣店交易；包括但不限於與 ATM 取款、匯款、貨幣兌換和充值功能相關的任何事情。
- 4.12 Bloom 保留基於任何違反法律或法規、欺詐、濫用和/或您不遵守規定（由我們自行決定）等原因來決定與賺取 Bloom Coin 相關的任何交易資格的權利，或任何其他原因。Bloom 保留取消您任何和所有 Bloom Coin 並終止您的 Bloom 會員資格或帳戶的權利，而無需對您承擔任何責任，也無需給出理由和通知。若 Bloom 懷疑交易可能存有欺詐或濫用，Bloom 保留全權酌情決定權，可調查該 Bloom Coin 優惠的任何交易或活動的權利。
- 4.13 Bloom 不保證應用程序或服務上顯示信息的準確性或及時性。您同意，Bloom、商戶合作夥伴或合作夥伴均不對應用程序中顯示的任何錯誤、不準確或其他錯誤負責。我們和商戶合作夥伴保留確定交易不合格的權利，並取消與此類交易相關的所有獎勵的 Bloom Coin，不對您承擔任何責任，也無需給出理由和通知。
- 4.14 如果您的合資格卡上的交易賺取的 Bloom Coin 單位不是整數，我們有權自行決定將此類單位四捨五入到最接近的整數。
- 4.15 Bloom Coin 可以兌換，包括但不限於優惠券、數字資產和其他獎勵優惠，兌換率我們會不時通知您並由 Bloom 確定。
- 4.16 Bloom Coin 是有效的並可通過 Bloom 應用程式兌換。
- 4.17 Bloom Coin 可用於兌換 Bloom 應用程序上提供的獎勵，包括但不限於優惠券、產品和服務，以及 Bloom App 上提供的可能不時更改的數字資產。
- 4.18 如果您在交易日期後的三（3）個工作日內未在 Bloom App 上的交易中收到 Bloom Coin(s)，請不遲於交易日期後一（1）個月內發送電子郵件至

[support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com) 並附上收據複印件、您在 Bloom 註冊的電話號碼以及 VISA 卡最後的 4 位數字。

- 4.19 正常情況下，在 Bloom 收到來自 Visa 系統 和/或商戶的清算交易後的十(10) 個工作日內，交易中賺取的 Bloom Coin 金額將顯示在您的 Bloom 賬戶中。在正常情況下，Bloom 會在三 (3) 週內收到清算交易，具體取決於每個商家的運營方式。
- 4.20 每筆交易能賺取的 Bloom Coin 數量由我們決定。
- 4.21 兌換獎勵所需的 Bloom Coin 數量由我們決定。
- 4.22 客戶要求或兌換獎勵後，不得以任何理由更改、退回 Bloom Coin 或退款。
- 4.23 Bloom 不對任何丟失或被盜的 Bloom Coin 或獎勵負責。
- 4.24 所有獎勵均受其供應商或 Bloom 指定的條款和條件的約束，並視供應情況而定。
- 4.25 Bloom 可隨時出於任何原因更改、修訂 或終止與 Bloom Coin 或任何獎勵相關的活動計劃，恕不另行通知。Bloom 可能會更改和修訂包括但不限於 Bloom Coin 的使用、獎勵的可用性、獎勵類型、Bloom Coin 的可用性、使用 Bloom Coin 的條款、Bloom Coin 的兌換方案和其他條款和條件。
- 4.26 任何 Bloom Coin 活動終止後，任何累積的 Bloom Coin 或優惠將被沒收，Bloom 不承擔任何義務或責任，並且任何 Bloom Coin 索賠將不會得到履行。
- 4.27 Bloom Coin 和其他相關的優惠、利益和服務是 Bloom 的唯一財產，而不是客戶的財產。
- 4.28 Bloom 不會補償或支付任何未使用或沒收的 Bloom Coin 的現金、現金等價物或信用。
- 4.29 獎勵由商戶、第三方供應商或合作夥伴提供，對於因獎勵內容的質量、準確性、完整性或服務而造成或與之相關的任何經濟損失或損害，Bloom 不承擔任何責任。 . Bloom 不保證或認可可作為獎勵兌換的產品或服務，即使它是讚助的。
- 4.30 未使用的 Bloom Coin 自發行之日起有兩 (2) 年的有效期。過期的 Bloom Coin 將不會退還或記入您的賬戶。
- 4.31 這些獎勵和現金回贈優惠（包括有資格賺取 Bloom Coin 的交易）的具體條款將在應用程序中顯示。

## **5. 收集和使用您的資料**

5.1 Bloom 可能會使用、轉讓和披露您的資料：

- (a) 以提供 Visa 卡和/或運營或參與 Bloom Coin 計劃有關；
- (b) (適用於個人資料) 如隱私聲明中所述；和
- (c) 以任何目的來配對我們所持有的數據（無論是否旨在對您採取任何不利行動），（(a) 至 (c) 統稱為“目的”）。

- 5.2 我們可能（根據目的的必要和適當性）將您的任何資料傳輸和披露給以下接收者（每個接收者也可以為此目的使用、傳輸和披露此類資料）：
- (a) 隱私聲明中規定的收件人；
  - (b) 我們可能為運營或參與 Bloom Coin 計劃而聘用位於香港或海外的第三方服務提供商或業務合作夥伴。

## 6. 商戶合作夥伴政策

- 6.1 商戶合作夥伴的名單由 Bloom 和商戶合作夥伴不時決定。您可以在 Bloom 應用程式上找到最新的名單。我們保留在不事先通知您的情況下更改名單的權利。任何在臨時商店、店中店、快閃店、特許經營或寄售櫃檯、中庭櫃檯或攤位進行的交易都可能被排除在本活動之外。
- 6.2 在整個活動期間，每個商戶合作夥伴的現金回贈及/或 Bloom Coin 回贈是有限的（先到先得的原則）。
- 6.3 Bloom 保留對所有交易資格的最終決定權。
- 6.4 某些購買可能會被排除在現金回贈及/或 Bloom Coin 回贈之外。回贈的金額和排除條款因各商戶合作夥伴而異，個別促銷活動可能包含特定的排除條款。客戶應仔細閱讀這些條款。排除條款如有變更，恕不另行通知，Bloom 特此聲明不承擔與任何錯誤資訊或未列入排除條款清單資訊有關的任何和所有責任。
- 6.5 每個商戶合作夥伴的現金回贈及/或 Bloom Coin 回贈可能受不同的條款和條件約束，包括但不限於每筆合資格交易的現金回贈及/或 Bloom Coin 回贈金額、每個用戶的合資格交易數量、最低交易金額以及其他限制和排除條款。這些條款可能會不時發生改變，而不另行通知。客戶應仔細審查這些條款，以免引起混亂。
- 6.6 不接受商品和/或餐飲的押金。對於分期付款的交易，本次促銷活動只接受首月的分期付款金額。
- 6.7 在本次促銷活動中已用於兌換禮品的收據，將無法在其他促銷活動中換取任何現金回贈、回報或兌換其他獎勵。
- 6.8 對於在商戶合作夥伴處進行的合資格購買交易，當配額用完時，現金回贈及/或 Bloom Coin 回贈將不可用。
- 6.9 如果客戶隨後取消或撤銷任何合資格購買的交易，Bloom 保留在不事先通知的情況下取消該合資格購買，或直接從會員的銀行或卡帳戶中扣除現金回贈金額的權利。如果現金回贈已經被兌換，客戶需要退還禮品或按公允價值進行支付（由 Bloom 決定）。
- 6.10 Bloom 應用程式只是一個顯示現金回贈、Bloom Coin、數字資產和優惠券兌換金額的平台。在 Bloom 應用程式中不涉及資金的存儲。
- 6.11 Bloom 根據 VISA 定義的商家 ID/交易類型確定合資格購買。我們對什麼是合資格或不合資格交易的決定應為最終決定。

- 6.12 所有現金回贈及/或 Bloom Coin 回贈的金額不能轉讓、退回、交換或轉換為其他形式。
- 6.13 就單筆合資格購買而言，只有會員的 Bloom 帳戶可以用來賺取現金回贈及/或 Bloom Coin 回贈。
- 6.14 您同意並承認，如果您在活動結束前的任何時候關閉您的 Bloom 帳戶或銀行帳戶，您將無權獲得任何金額的現金回贈及/或 Bloom Coin 回贈。
- 6.15 我們保留暫停、修改或終止現金及/或 Bloom Coin 回贈優惠的權利。如果出現任何爭議，我們的決定應為最終、決定性和有約束力的決定。
- 6.16 申請配額及現金回贈及/或 Bloom Coin 回贈以先到先得為原則，數量有限，送完即止。
- 6.17 從商戶合作夥伴處購買的任何產品或服務均受適用的商戶合作夥伴的政策和條款及條件的約束，包括但不限於適用的退貨、取消、換貨和運輸政策。
- 6.18 您同意並承認，Bloom 不是任何商戶合作夥伴的代理，且商戶合作夥伴為獨立經營，並不受我們管控。
- 6.19 我們不對此類通信、報價或促銷的任何部分承擔任何責任、義務或職責，包括但不限於撤銷或修改任何此類報價或促銷。對於任何商戶合作夥伴在 Bloom 應用程式上的變更或中止，或任何商戶合作夥伴在 Bloom 應用程式上提供的任何促銷活動的終止，或因此類變更、中止或撤銷而對現金回贈及/或 Bloom Coin 回贈的獲取產生的任何影響，Bloom 概不負責。對於商戶合作夥伴平台上的任何內容、產品和/或服務，Bloom 不承擔任何責任（包括但不限於該等產品或服務的品質、適銷性或適用性、或該等內容、產品和/或服務不違反任何法律或法規）。

## 7. 優惠券

- 7.1 商戶合作夥伴提供的電子優惠券可能會因商戶合作夥伴設定的條款和條件而異。適用的情況可能存在條件。若出現任何爭議，我們贈予和視兌換為有效的決定將是最終的、決定性的和具有約束力的。
- 7.2 優惠券以先到先得為原則，並可在無事先通知的情況下隨時從應用程式中移除。
- 7.3 Bloom 客戶只能通過 Bloom 應用程式使用優惠券。禁止通過其他第三方網站分發和使用優惠券。任何違規行為都可能導致 Bloom 帳戶的終止。Bloom 保留最終權利，而無需作出任何解釋。

## 8. 佣金

- 8.1 Bloom 可能會直接或間接地從第三方收取與任何帳戶、產品或服務相關的佣金、回扣、報酬或其他款項或利益。任何此類款項或利益的性質、計算金額和計算方法可能會隨時間而發生變化，需視第三方和/交易而定。為保障我們自己的帳戶和利益，我們有權絕對保留這些付款記錄，而無需事先向您披露。
- 8.2 我們可能會向與任何帳戶、產品、服務或本條款有關的任何人提供利益和/或好處。

## 9. 兌換數字資產獎勵

9.1 客戶可以使用他們的 Bloom Coin 兌換 Bloom 應用程序上提供的數字資產。

9.2 客戶可以將在 Bloom App 上兌換的賺取的數字資產兌換成 Bloom Coin。

9.3 數字資產獎勵的兌換受到限制和限制，包括但不限於：

- Bloom Coin 中每種數字資產的贖回價值，反之亦然。此贖回率受市場價格波動影響，可能會不時更改，恕不另行通知；
- 兌換所需的每種數字資產的最低 Bloom Coin 數量，反之亦然；
- 每種數字資產相關的提現手續費；
- 可提取至外部賬戶的每項數字資產最低金額為 50 USDT (泰達幣)； 和
- 每年可提取至外部賬戶的數字資產之間累計最高總金額為 1,000 美金。

9.4 數字資產獎勵的可用性如有更改，恕不另行通知。

9.5 任何兌換成數字資產或兌換成 Bloom Coin 的行為均以應用程序上顯示的最後兌換價值為準。

### 9.6 數字資產的提取

- (a) 允許客戶將其獎勵數字資產提取到外部賬戶或錢包中。這可能會以扣除獎勵數字資產的形式收取手續費。手續費可能會根據區塊鏈或賬戶地址的選擇而有所不同。
- (b) 為了使用提款系統將數字資產轉移到您的外部賬戶地址，您需要在 Bloom App 中設置密碼。客戶應對其賬戶密碼和其他信息的保密性承擔全部責任，並對與賬戶相關的所有活動負責。在任何情況下，Bloom 均不對與任何人未經授權使用該帳戶有關的任何損失或損害負責或承擔責任。
- (c) 為了使用提款系統將數字資產轉移到您的外部賬戶地址，您需要提供您的身份證上的確切姓名、您的身份證號碼以及您的身份證正反面照片證明用於我們的身份驗證。基於合理懷疑您的賬戶存在或可能涉及違反這些條款和條件、任何法律法規、條例或法規的行為，在我們開展業務的國家/地區實施的制裁計劃，或涉及任何非法活動收益的制裁計劃，我們可以自行決定拒絕、扣留或延遲您使用提款系統的能力。我們可能會立即暫停或終止您的賬戶，和/或阻止交易或凍結您的數字資產，恕不另行通知，我們保留向執法部門報告任何此類可疑或實際情況的權利。對於您因凍結資產或在這種情況下無法提取的資產而遭受的任何損失、損害和賠償，我們不承擔任何責任。
- (d) 身份驗證最多可能需要七 (7) 個工作日。
- (e) 一旦賬戶被我們驗證，客戶可以將賺取的數字資產轉移到指定的外部賬戶。

## 9.7 贖回風險

客戶在贖回數字資產時應謹慎行事。請注意，數字資產的贖回涉及風險。請根據您的經驗、目標、財務資源和相關情況，仔細考慮此處的任何數字資產贖回是否適合您。數字資產的價格可以而且確實隨時波動。由於此類價格波動，您可能會在任何特定時刻增加或減少贖回的數字資產數量。任何數字資產或贖回位置都可能出現價值大幅波動，甚至可能變得一文不值。

## 10. 兌換非同質化代幣（“NFT”）獎賞

10.1 客戶可以使用他們的 Bloom Coins 兌換 Bloom 應用程式上提供的 NFT。

10.2 NFT 是獨一無二的，NFT 兌換是以先到先得形式進行。

10.3 可供兌換的 NFT 獎賞會隨時變更，並且可能會在不事先通知的情況下進行。

10.4 任何以 Bloom Coins 兌換成 NFT 的行為均以應用程式上顯示的最後兌換價值為準。所有兌換均不可退款或退回。

10.5 客戶可以將其已兌換的 NFT 轉移到外部合資格的區塊鏈賬戶或錢包中。如要提取 NFT，客戶需要聯繫客戶服務並提供可以接收已兌換 NFT 的外部賬戶或錢包地址。Bloom 會將通過區塊鏈網絡將 NFT 轉移到提供的地址。

10.6 客戶應全權負責其合資格的區塊鏈賬戶和地址的保密性和其他信息，並對與該賬戶相關的所有活動負責。在任何情況下，Bloom 均不對與任何人未經授權使用該賬戶有關的任何損失或損害負責或承擔責任。

### 10.7 第三方內容和服務

(a) Bloom 為您探索第三方創建的 NFT 並與不同的區塊鏈進行交流。Bloom 不對透過我們服務展示的第三方內容作出任何陳述或保證，包括服務上顯示的 NFT 中的任何相關內容。我們也不能保證在 Bloom 上展示的任何 NFT 將一直展示和/或可供兌換。

(b) 一些 NFT 可能須受其使用 NFT 內容及 NFT 利益的相關條款約束。

(c) 一些 NFT 將具有訪問或使用第三方網站（“第三方網站”）和第三方應用程式（“第三方應用程式”）的鏈接或功能，或以其他方式顯示、包含或提供內容、數據、信息、服務、應用程式或來自第三方的材料（“第三方材料”）。

(d) 當您點擊鏈接或訪問和使用第三方網站或第三方應用程式時，儘管我們可能不會警告您已離開我們的服務，但您仍需遵守其他網站或目的地的條款和條件（包括隱私政策）。此類第三方網站、第三方應用程序和第三方材料均不受 Bloom 控制，並且可能是無法追索的“開放”應用程式。Bloom 對任何第三方網站、第三方應用程式和第三方材料概不負責。Bloom 以方便為由提供這些第三方網站和第三方應用程式的鏈接，並不審查、批准、監控、認可、保證或就第三方網站或第三方應用程式或其產品或服務或相關的第三方材料。您使用第三方網站、第三方應用程式和第三方材料中的所有鏈接，須自負風險。

## 10.8 風險承擔

- (a) NFT 的價值是主觀的。NFT 的價格易受波動性影響，數字資產價格的波動也會對 NFT 價格產生重大不利影響。您同意您完全理解這種主觀性和波動性，並因而可能虧損。
- (b) 缺乏創作和發展或公眾利益可能會對這種分佈式生態系統和相關應用程式的發展產生負面影響，因此也可能對 NFT 的潛在效用產生負面影響。
- (c) 區塊鏈技術、NFT、數字資產和其他加密項目的監管制度尚未確定，新法規或政策可能會對服務的發展和 NFT 的效用產生重大不利影響。
- (d) 您需全權負責並確定適用於您交易的稅款（如有），以及向相關的稅務機構保留、收集、報告和匯出正確的稅款。Bloom 不負責確定、保留、收集、報告或匯出適用於您的 NFT 的稅款。
- (e) 購買由第三方創作的內容相關物品，通過點對點交易存在相關風險，包括但不限於購買假冒物品、貼錯標籤的物品、易受大數據衰減的物品、有錯誤智能合約，以及可能變成不可轉讓的項目。您聲明並保證您在做出任何決定以獲取、轉讓或以其他方式進行任何 NFT 或賬戶/收藏品交流前已進行了充分的研究。
- (f) 我們不會控制與您交流的公共區塊鏈，並且我們不會控制相關有可能影響你完成於公共區塊鏈上的智能合約及協議交易。此外，區塊鏈交易是不可逆的，Bloom 無法逆轉區塊鏈上的任何交易。
- (g) 使用互聯網和區塊鏈的產品存在相關風險，包括但不限於與硬件、軟件和互聯網連接相關的風險、引入惡意軟件的風險以及第三方可能獲得未經授權訪問您的第三方錢包或賬戶。您接受並承認 Bloom 對您在使用服務或任何區塊鏈網絡時可能遇到的任何通信故障、中斷、錯誤、失真或延遲不承擔任何責任，不論是基於任何原因造成的。

## 11. 客戶責任

- 11.1 客戶應承擔因自己的行為而造成的任何損失，包括但不限於
  - “胖手指”輸入或指令錯誤，包括 Bloom Coin 兌換數量、數字資產兌換數量、提款賬戶地址錯誤和/或時間錯誤；
  - 錯誤時間或錯誤提交交易指令；
  - 忘記或洩露您的密碼；
  - 計算機或網絡問題，包括與客戶計算機或網絡相關的任何黑客或病毒問題；
  - 將數字資產提取到錯誤的賬戶；
  - 第三方出於任何原因訪問和使用您的帳戶。
- 11.2 如果客戶惡意、操縱、非法或濫用我們的服務，違反這些服務條款，和/或任何其他用於獲得不公平優勢的行為或方法，由我們自行決定，我們保留採取必要行動的權利，包括但不限於關閉客戶賬戶、限制賬戶贖回、交易、提款、凍結客戶賬戶中的資產、對客戶提起法律訴訟和/或採取其他措施追索權。如果客戶不合作，客戶應承擔因我們採取的任何行動而產生的所有費用，包括法律費用。此外，客戶在進行轉賬前應自行負責確保賬



戶信息的驗證和正確性，以便將數字資產轉移到正確的賬戶中。Bloom 在任何情況下均不對客戶因上述行為而遭受的任何損失承擔責任。

## 12. 信息準確性

- 12.1 儘管我們在準備我們的網站和應用程序中包含的材料和信息時已謹慎行事，但我們不對此類內容作出任何陳述或保證。對於與此類材料和信息相關的非侵權、安全性、準確性、可靠性、及時性、完整性、針對某一目的的適用性或不受計算機病毒影響，我們不作任何陳述或保證。我們不承擔任何責任，也不對因您訪問 Bloom 網站和應用程序和應用程序而引起的任何損失或損害承擔任何責任，無論以何種方式產生，包括因任何缺陷、錯誤、不完善、過失、錯誤、不可用或不準確而引起的任何損失、損害或費用。事實或統計數據可能以近似、摘要或簡化形式呈現，並可能隨時間而變化。
- 12.2 儘管已努力確保準確性，但 Bloom 網站和應用程序上的信息和內容如有更改，恕不另行通知，並且僅用於協助客戶做出獨立決定。我們不保證此類材料或信息的準確性、適用性、可靠性、完整性、性能和/或適用於通過 Bloom 網站和應用程序提供的任何服務或產品的內容、接收通過 Bloom 應用程序發送的任何指令或通知，傳輸或傳輸的任何延遲或失敗。我們不對此類信息的使用或解釋承擔任何責任。對於因任何不準確或遺漏而造成的任何損失或損害，我們不承擔任何責任。
- 12.3 我們已採取合理措施確保 Bloom 網站和應用程序上信息的準確性；然而，我們的網站編輯可能依賴於實際上可能並不準確的外部統計數據。Bloom 網站和應用程序可能包含第三方編寫的材料或第三方提供的信息。我們不代表或保證可用於 Bloom 網站和應用程序的任何第三方軟件的準確性、功能或性能。您應該熟悉適用於與本網站和/或任何服務相關的任何第三方軟件的服務條款。

## 13. 服務可用性

- 13.1 由於互聯網的性質，信息和交易可能會受到中斷、傳輸中斷、延遲傳輸和錯誤數據傳輸的影響。對於可能影響您發送的消息和交易的準確性或及時性的不受我們控制的通信設施故障，我們概不負責。如果我們知道任何實際或可疑的安全漏洞，或者如果我們自行決定存在與使用本網站有關的其他可疑情況，我們有權延遲或拒絕執行指示。
- 13.2 您承認並同意我們根據其當前的技術能力和其他條件提供服務。儘管我們已盡一切努力確保服務的連續性和安全性，但我們無法完全預見和對沖法律、技術和其他風險，包括但不限於不可抗力、病毒、黑客攻擊、系統不穩定、第三方漏洞可能導致服務中斷、數據丟失等損失和風險的服務、政府行為等。
- 13.3 當系統平台因以下情況無法正常運行，客戶無法訪問服務或提出兌換請求時，我們不承擔任何損害賠償責任。這些情況包括但不限於：
- 維護期間的系統停機時間；
  - 電信或網絡設備問題；
  - 颱風、地震、海嘯、洪水、停電、戰爭、恐怖襲擊等不可抗力因素；
  - 任何其他問題，包括黑客攻擊、計算機病毒入侵或攻擊、網站或後端維護和升級、銀行相關問題、政府法規或授權，以及任何其他第三方問題；
  - 第三方對客戶或其他第三方造成的損害。



## 14. 費用

- 14.1 我們向客戶提供的某些服務可能會產生費用。這可能包括當客戶將其獎勵數字資產從 Bloom 應用程式提取到外部賬戶時的手續費或礦工費。您同意根據我們在應用程序上公佈的費用表向我們支付適用的費用。
- 14.2 我們有權制定和調整服務或手續費，並向客戶設定具體費用以使用我們的服務，以及隨時終止任何促銷活動。我們可能會不時更改收費模式和結構。我們將努力在其生效日期之前通過我們的應用程序或其他溝通渠道宣布任何費用變更。
- 14.3 除非另有說明或約定，客戶同意我們有權直接從客戶賬戶的數字資產餘額中扣除上述服務費用。

## 15. 會員資格

- 15.1 註冊資料：在註冊新會員時，需要自願披露的資料（例如，包括但不限於電話號碼、電子郵件地址）來註冊商戶合作夥伴會員計劃。
- 15.2 如果您同意將您的申請資料傳輸給商戶合作夥伴，Bloom 將向商戶合作夥伴發送基本資料和任何自願資訊，以便進一步處理和發行會員帳戶。
- 15.3 在大多數情況下，自提交個人資料並同意特定商戶合作夥伴的會員資格條款和條件後的 7 天後，將啟動會員資格註冊。但是，有時可能會出現延誤。Bloom 將努力儘快解決這一問題。在提交後 7 天內，商戶的線下地點可能無法識別您的會員資格。在某些情況下，商戶合作夥伴可能需要更多資訊來完成會員註冊，Bloom 不負責提供這些資訊，完成會員註冊所需的任何進一步行動均由客戶和商戶合作夥伴負責。
- 15.4 如果您同意將您的申請資料傳輸給商戶合作夥伴，基本資料和任何自願資訊也可能會被用於銷售、促銷和營銷目的。
- 15.5 每個商戶合作夥伴的會員計劃都會要求您同意商戶合作夥伴自己的條款和條件。對本協議條款和條件的任何變更和遵守將由商戶合作夥伴全權負責。Bloom 不負責提供退訂商戶合作夥伴會員計劃的服務。取消訂閱的任何服務將由商戶合作夥伴來完成。如果需要進一步的資訊來完成會員資格的全面註冊，Bloom 不負責提供這些資訊。用戶可能需要在線上或線下地點向商戶合作夥伴提供額外的資訊，以完成訂閱。
- 15.6 只有在您單獨同意的情況下，才會發生向第三方傳輸個人資料的情況——除非存在濫用或非法活動的具體嫌疑。

## 16. 探索

- 16.1 Bloom 不對商家提供的資訊的準確性負責。在 Bloom 上發佈的任何資訊或材料僅代表商戶合作夥伴的意見和觀點，而非 Bloom 的意見和觀點。
- 16.2 Bloom 有權在不事先通知或不說明理由的情況下，刪除在本應用程式上發佈的任何內容。煽動暴力，或有任何非法或種族傾向的帖子，一經發現將被刪除。

## 17. 終止和暫停

17.1 我們可能在無事先通知或說明理由的情況下終止或暫停您對 Bloom 的訪問。可能的原因包括：

- (a) 懷疑存在欺詐、非法、不誠實、未經授權、濫用或犯罪的活動
- (b) 懷疑您的個人或安全資料存在不實陳述或濫用的情況
- (c) 違反我們的條款和條件

17.2 這些情況適用於您或可能會導致您的帳戶被終止或暫停的您的任何代理人。結果可能包括取消任何購買，和/或沒收您的累積現金回贈或其他獎勵。

## 18. 責任

18.1 我們對以下情況不承擔責任。

- (a) 任何商戶、金融機構或其他人士拒絕接受您的 VISA 卡。
- (b) 任何商家、金融機構或其他人士向您提供的商品或服務存在任何缺陷或不足。您須自己解決對任何商家、金融機構或其他人員的投訴，不得將對他們的索賠轉為對我們的索賠，或用作抵償對我們的債務；或
- (c) 您因任何取消、撤銷或退款的交易或拒付而遭受或招致的任何損失或損害，包括從您的銀行帳戶中扣除的原始交易金額與根據撤銷或退款而記入您的銀行帳戶的金額之間存在任何差異。
- (d) 您因向我們提供任何欺詐或虛假資訊而可能遭受或招致的任何損失或損害。我們不對您提供的個人資訊的準確性負責，並假定您會盡其所能地提供準確的資訊。我們不參與您了解客戶的服務。

18.2 如果我們有合理的理由相信某項交易是非法的、欺詐性的、不誠實的或未經授權的，我們沒有義務將該交易視為合資格的購買。

18.3 我們可能會因以下原因拒絕從您的 Bloom 帳戶中發出的現金回贈兌換請求：

- (a) 為保護我們免受欺詐或其他損失。
- (b) 我們有合理的理由相信存在違反我們條款和條件的情況；或
- (c) 如果我們認為有正當理由必須這麼做。

## 19. 隱私政策

19.1 我們的隱私政策規定了我們使用您個人資料的目的，我們能與誰分享您個人資料，以及您對我們如何收集和使用您的個人資料有何選擇。申請成為 Bloom 會員，即表示您同意我們的隱私政策條款，該政策的副本可在此處找到 [https://h5.bloomhk.org/privacy\\_policy](https://h5.bloomhk.org/privacy_policy)。

## 20. 生物識別服務

20.1 「生物識別服務」指以下服務：

- (a) 您可使用您為一項裝置登記的指模代替您的用戶密碼及一次性密碼，作為確認您登入本應用程式或我們的任何服務的身份的安全碼（「指紋認證服務」）；
- (b) 您可使用您為一項裝置登記的面孔代替您的用戶密碼及一次性密碼，作為確認您登入本應用程式或我們的任何服務的身份的安全碼（「面孔認證服務」）；及 / 或
- (c) 我們可透過對照您儲存於您裝置中的預設圖像核實您的實時面孔圖像，以識別您的身份，方能取用若干服務（「面孔識別服務」）。

您一經使用或進行使用我們的生物識別服務的登記過程，即表示您接納及同意下列條款：

### **適用於指紋認證服務及面孔認證服務的條款**

#### **20.2 您確認及同意為使用指紋認證及面孔認證服務：**

- (a) 您將需要在您的裝置啟動指模及 / 或面孔辨別功能，並在應用程式內啟動指紋認證服務及面孔認證服務；
- (b) 您必須確保您的裝置僅儲存取用裝置的您的指模及 / 或您的面孔，您亦明白您的裝置成功登記後，儲存於您獲許可流動裝置的任何指模及 / 或面孔，可用以透過本應用程式登入任何服務，包括但不限於：(i) 登入及操作您的賬戶；(ii) 更改密碼、手提電話號碼或電郵；(iii) 解綁銀行卡；(iv) 兌換任何獎賞、電子優惠券或數字資產；(v) 提取功能；及
- (c) 您應確保您的指模及 / 或您的面孔及您用以在裝置登記您的指模及 / 或您的面孔的密碼安全。尤其就面孔認證服務而言：
  - i. 您如有雙胞胎兄弟姊妹，您不應使用面孔認證服務。在此情況下，建議您使用用戶號碼及密碼以登入本應用程式；
  - ii. 倘您為青少年，面部特徵正在急速變化，則您不應使用面孔認證服務。在此情況下，建議您使用用戶號碼及密碼以登入本應用程式；及
  - iii. 您不應採取任何行動令您裝置提供的任何功能無效，及 / 或同意令您裝置的任何設定損害您使用憑證登入進行身份核實的安全性；
- (d) 您仍可選擇使用您的一次性密碼及密碼登入本應用程式及其服務；
- (e) 當每次本應用程式檢測到使用您就指紋認證或面孔認證服務登記的裝置上所登記的指模及 / 或面孔以取用我們的服務或授權交易，您即被視為取用服務及 / 或指示我們履行有關交易（視屬何情況而定）；
- (f) 您確認本應用程式進行的認證是在您的裝置上藉指模及 / 或面孔認證模組進行認證，而您亦同意認證過程；
- (g) 您一經登入，可於任何時間透過本應用程式解除指紋認證或面孔認證服務；
- (h) 您確認及同意就指紋認證及 / 或面孔認證服務而言，本應用程式將取用登記於您裝置的指模及 / 或面孔，您亦同意我們取用及使用有關資料以提供指紋認證及 / 或面孔認證服務；

### **適用於面孔識別服務的條款**

- (i) 在您登入取用我們的服務或授權兌換後，本應用程式每一次以您的裝置攝取實時面孔圖像，您即被視為取用服務及 / 或指示我們進行有關兌換（視屬何情況而定）；
- (j) 您確認本應用程式乃透過核實以您裝置上的相機拍攝您的實時面孔圖像進行識別，而您同意識別過程；
- (k) 您可解除面孔識別服務；
- (l) 您確認及同意，就面孔識別服務而言，本應用程式將取用以您裝置的實時面孔圖像，並且您同意我們取用及使用有關數據及資料以提供面孔識別服務；

## 適用於所有生物識別服務的條款

- (m) 您同意保護您的裝置，並就您裝置登入生物識別服務的所有使用負責（不論是否獲您授權）：
- i. 您明白您裝置上的指模及 / 或面孔識別及相機模組並非由我們提供，我們不就任何裝置的指模及 / 或面孔識別及相機功能的安全及該設備按製造商聲稱的方式運作作出聲明或保證；
  - ii. 我們不作出聲明或保證任何時候能使用生物識別服務；或能與任何電子裝置、軟件、基礎建設或我們不時提供的其他服務相容；
  - iii. 除非法律禁止我們豁除或限制我們的責任，否則我們毋須就使用或試圖使用生物識別服務或您的指示或透過或有關生物識別服務的任何未獲授權交易所招致的任何損失負責；
  - iv. 您同意彌償（並持續彌償）我們在提供生物識別服務時由於您不妥當使用生物識別服務時而導致的任何後果、索償、訴訟、損失、損害或開支（包括所有按彌償基準計算的法律費用）（由於我們疏忽或行為不當所導致的任何直接損失則不在此限）；及
  - v. 我們保留權利在給予您合理的事先書面通知後，於任何時間修改、增加或刪除此等條款，而有關通知可以我們認為合適的方式及通訊途徑發出。您同意在使用生物識別服務時，遵照及遵守任何有關修訂、增加及 / 或刪除。

倘若您不接受此等條款，請停止登入或使用生物識別服務。

## 21. 聯絡方式

21.1 Bloom 歡迎與這些條款有關的任何問題，請通過 [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com) 向我們發送電子郵件。

## 22. 管轄法律、管轄權和版本

22.1 本條款和條件的中英文版本如有差異，將以英文版本為準。

22.2 本條款和條件受香港法律管轄，並將根據香港法律進行解釋。

22.3 為解決由您的 Bloom 帳戶或本條款和條件引起的或與之相關的任何爭議（無論是否有合同），您不可撤銷地服從香港法院的非專屬管轄權。本條款和條件可在任何具有管轄權的法院強制執行。

## 單元 B - 適用於使用香港版應用程式的用戶條款及細則

---

### 1. 用 Bloom 應用程式賺取現金回贈

- 1.1 只有持有綁定的有效 VISA 卡，並成功與會員的 Bloom 帳戶綁定，才能在 Bloom 上賺取現金回贈（“現金回贈”）。
- 1.2 使用活躍的 Bloom 帳戶，您可以在活動期內使用合資格信用卡在任何商戶合作夥伴處消費時自動賺取現金回贈，但數量有限。消費後無需進一步註冊或提交資料。
- 1.3 整個回贈過程不需要客戶對每張合資格交易收據進行手動登記。但是，為免出現任何爭議，我們建議 Bloom 會員保留收據作為消費證明，直到現金回贈的金額成功記入您的 Bloom 帳戶。一旦您從您的 Bloom 帳戶中刪除了您的註冊卡，您將無法參與該活動。
- 1.4 在活動期間，使用與 Bloom 應用程式綁定的合資格 VISA 卡以港元進行結算的每項合資格消費，均可獲得現金回贈。在正常情況下，現金回贈的金額將在公司收到商戶合作夥伴的授權交易後 6 個工作日內顯示在您的 Bloom 帳戶中。在正常情況下，公司會在 3 周內收到清算交易。在某些情況下，在 Bloom 應用程式上顯示的現金回贈金額可能會出現延遲。我們會努力儘快地在應用程式上顯示現金回贈金額。
- 1.5 在涉及到商戶合作夥伴規定了商品和服務退貨期的特定情況下，現金回贈金額將在退貨期屆滿後退還。
- 1.6 如果您在交易日後的 3 個工作日內無法在 Bloom 應用程式上找到您的交易，可能是以下情況造成的：
  1. 該交易僅獲得授權，但尚未結算。
  2. 該交易不是與我們的商戶合作夥伴之一進行的。
  3. 該交易不是在活動期內進行的。
  4. 該交易是用一張未與 Bloom 綁定的 VISA 卡進行的。
  5. VISA 卡發卡機構與收款方相同。處理交易可能需要額外的天數。

如果您的情況不屬於上述情況，請在一（1）個月內將收據的複印件、您在 Bloom 註冊的電話號碼以及您的 VISA 卡的最後 4 位數字發送至我們的郵箱 [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com)。如果您的交易符合回贈條件，我們將很高興為您提供現金回贈，但須符合以下條件：

- 1.7 如果您使用未綁定的 VISA 卡購物，則無法申請現金回贈。
- 1.8 如果您使用支付寶（中國大陸和香港版本）、微信支付（中國大陸和香港版本）、PayPal 或任何其他閉環支付處理工具進行消費，即使在 VISA 卡上登記了交易，也不能申請現金回贈，如該商戶已加入 Bloom 作為合作夥伴則除外。如果你對此處提到的閉環支付處理工具有任何疑問，請通過 [support@bloomrewards.zendesk.com](mailto:support@bloomrewards.zendesk.com) 與我們聯繫。
- 1.9 現金回贈僅適用於 Bloom 上提供現金回贈的商戶合作夥伴（簡稱“商戶 A”）。如果通過平台而不是通過應用程式中提及的商戶合作夥伴管道購買商戶合作夥伴的商品和服務，則不

能申請現金回贈。這可能包括但不限於所有購物/代購/代理/外賣等平台(簡稱“商戶 B”)。例如，如果 Bloom 為商戶 A 提供現金回贈，那麼在商戶 B 上購買商戶 A 產品將不能獲得現金回贈。僅當交易是在商戶合作夥伴處直接購買時，才可申請現金回贈。但是，如果商戶 B 本身成為商戶合作夥伴，合資格會員在平台上進行合資格購買時可享受現金回贈。

- 1.10 如在商戶合作夥伴處以港元以外的外幣進行合資格購買，交易金額將轉換為港元以方便現金回贈。Bloom App 中顯示的轉換交易金額有時可能與相應的銀行對賬單不同。Bloom 保留決定交易時的外幣匯率，以及最終交付給客戶的現金返還金額的權利。

## 2. 兌換現金回贈(只適用於擁有香港快速支付系統賬戶的用戶)

- 2.1 您可以根據本條款或與您帳戶中個別相關的條件隨時兌換您的現金回贈。您累積的現金回贈金額須超過或等於最低兌換金額，這將得到不時顯示和傳達。為了兌換您的現金回贈，您必須持有一個活躍的帳戶，並提供通過 FPS 處理兌換所需的最低相關資訊。為安全起見，每個 Bloom 帳戶每 24 小時內兌換現金回贈的金額上限為 3,000 港元。

- 2.2 我們提供由星展銀行(香港)有限公司(“星展”)推廣的快速支付系統服務。這是為了方便您通過快速支付系統使用現金回贈兌換功能，這一系統由香港金融管理局(“金管局”)於 2018 年推出，由香港銀行同業結算有限公司(“HKICL”)運營。因此，“FPS”服務須遵守香港金融管理局、香港銀行同業結算有限公司和/或星展銀行不時實施的與“FPS”有關的規則、指引和流程。本部分就我們對您的提供以及您對 FPS 服務的使用作出了規定。有關 FPS 的更多資訊，您可以通過下列鏈接查閱更多參考資訊([https://fps.hkicl.com.hk/eng/fps/consumers/frequently asked questions.php](https://fps.hkicl.com.hk/eng/fps/consumers/frequently%20asked%20questions.php))。

- 2.3 我們有權設定或不時更改 FPS 服務的範圍和 FPS 服務的使用條件和流程。為了使用 FPS 服務，您須接受並遵守以下條件和流程。

- (a) 為方便我們向您提供使用 FPS 兌換現金回贈的指示，您須提供或輸入必要的資訊，並按照我們不時規定的方法或方式完成該流程。

- (b) 我們保留在不另行通知或提供理由的情況下隨時暫停或終止全部或部分 FPS 服務的權利。

- (c) 為了使用 FPS 接收付款或資金轉賬，您須在 FPS 中註冊您的手機號碼、電子郵件地址，FPS 賬戶全名和/或 FPS 識別碼(“FPS ID”)(統稱和單獨稱為“代理 ID”)。為免疑問，FPS 識別碼是由 FPS 系統生成的、用於連接到銀行或儲值工具帳戶的一串數字。

- (d) Bloom 只能通過 FPS 將現金回贈轉入到您唯一的 FPS 默認銀行帳戶。

- (e) 為了使用 FPS 系統將現金回贈轉入您的 FPS 默認帳戶，您需要在 Bloom 應用程式中設置一個密碼。客戶應對其帳戶的密碼和其他資訊的保密性負全部責任，並對與帳戶有關的所有活動負責。在任何情況下，Bloom 均不對任何人未經授權使用帳戶而造成的任何損失或損害負責或承擔責任。

- 2.4 您須以負責任的方式使用 FPS 服務。特別是，您須遵守以下義務。



- (a) 您須遵守管理您使用FPS服務的所有監管要求，包括按照保護資料隱私的監管要求收集、使用和處理與任何其他人有關的個人資料和其他資訊。您不得將FPS服務用於任何非法目的或除 HKICL 規則、指導和流程中授權或預期之外的任何目的。
- (b) 在使用FPS向您資金轉賬指示的接收人或交易方發送要顯示備註或資訊時，您應該掩蓋此類收件人或交易方的姓名或其他資料，以防止未經授權顯示或披露任何個人資料或機密資料。
- (c) 如果我們向您提供FPS識別碼作為代理ID，您不應該反復註銷並要求生成另一個FPS識別碼，以試圖生成一個您想要的數字或值。

2.5 Bloom 不會執行“了解您的客戶”流程來驗證完成FPS註冊過程所需的必要資訊。對於註冊提供的虛假資訊，我們不承擔任何責任、義務或職責。對於因以下原因導致的任何經濟損害或損失，Bloom 將不承擔任何責任：

- (a) 您未能履行您與FPS服務有關的義務；以及
- (b) 任何由FPS造成的或由任何超出我們合理控制範圍的情況引起的延遲失效、中斷、失敗、錯誤；以及

在任何情況下，我們、我們的附屬公司、我們的許可方以及我們附屬公司和許可方各自的職員、雇員和代理人均不對您或任何其他人的任何利潤損失或任何特殊的、間接的、附帶的、後果性的或懲罰性的損失或損害負責（無論它們是否可預見或可能發生）。

## 2.6 賠償

- (a) 您同意賠償我們和我方職員、雇員和代理人，並使他們免於承擔任何形式的責任、索賠、要求、損失、損害、成本、因我方或其中任何一方可能產生或招致的任何種類的費用和開支，以及因我方提供FPS服務或您使用FPS服務而對我方或其中任何一方提起的或與之相關的所有訴訟或法律程式所產生的費用和開支（包括全額賠償基礎上的法律費用和其他合理的費用）。

2.7 如果證明任何責任、索賠、要求、損失、損害、成本、費用、開支、訴訟或法律程式是直接和合理可預見的，並且完全因為我們或我方職員、雇員或代理人的疏忽或故意違約而引起，則上述賠償不適用。上述賠償在FPS服務終止後依然有效。