



# PrimeCredit Credit Card Cardholder Agreement

**IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT YOU THOROUGHLY UNDERSTAND THE TERMS AND CONDITIONS PRINTED BELOW ON THE CARDHOLDER AGREEMENT ('AGREEMENT'). BY USING THE CARD (INCLUDING ACTIVATING OR SIMPLY MAINTAINING THE CARD ACCOUNT), YOU WILL BE REGARDED AS HAVING ACCEPTED AND WILL BE BOUND BY THE PROVISIONS OF THIS AGREEMENT.**

## 1. Definitions

In this Agreement, unless the context otherwise requires, the following words have the following meaning:

- (a) **“this Agreement”** means this Agreement entered into between the Cardholder and PrimeCredit as amended and supplemented from time to time (whether in the form of an agreement, any terms and conditions or any other form which PrimeCredit may specify from time to time), which applies to and governs the use of the Card.
- (b) **“PrimeCredit”** means PrimeCredit Limited and its successors and assigns.
- (c) **“Card”** means any credit card (including any replacement and subsequently renewed credit card) issued by PrimeCredit, whether in physical or electronic form as PrimeCredit may specify from time to time. Where the context permits or requires, a Card includes a supplementary card and a co-branded card.
- (d) **“Cardholder”**, **“I”**, **“me”**, **“my”** or **“myself”** means the Principal Cardholder and, where the context permits or requires, any Supplementary Cardholder(s).
- (e) **“Card Account”** means the account opened and maintained by PrimeCredit in the name of the Cardholder for the purpose of this Agreement.
- (f) **“Card Transaction”** means each transaction (including a cash advance) effected by using the Card and/or its PIN.
- (g) **“CSH”** means PrimeCredit’s customer services hotline.
- (h) **“CSH Services”** means any credit card and other account related services from time to time offered by PrimeCredit under CSH in accordance with Clause 4.1.
- (i) **“Current Balance”** means the total amount outstanding on a Card Account at any point in time.
- (j) **“Electronic Services”** means any credit card and other account related services from time to time offered by PrimeCredit from electronic channels, including website and mobile applications.
- (k) **“Fees and Charges”** means the interest, finance charges, other fees and charges set out in Clause 5 that are payable by the Cardholder to PrimeCredit pursuant to this Agreement.
- (l) **“Hong Kong SAR”** means the Hong Kong Special Administrative Region of the People’s Republic of China.
- (m) **“Minimum Payment Due”** means the minimum sum to be paid by the Cardholder.
- (n) **“Payment Due Date”** means the date by which the Minimum Payment Due must be made to PrimeCredit.
- (o) **“PIN”** means the personal identification number(s) or security detail(s) of the Cardholder which are required to gain access to the services provided by PrimeCredit from time to time. The PIN may be assigned by PrimeCredit or designated by the Cardholder from time to time (including but not limited to passwords, passcodes, fingerprints, facial features or other biometric or identification credentials etc.), which are used to effect or authorize transactions made through the Card.
- (p) **“Principal Cardholder”** means the person to whom a principal Card is issued by PrimeCredit (but excluding the Supplementary Cardholder).
- (q) **“Statement Balance”** means the total amount outstanding on a Card Account as specified in a statement issued to the Cardholder.
- (r) **“Supplementary Cardholder”** means any person nominated by the Principal Cardholder and to whom a supplementary Card is issued by PrimeCredit.
- (s) **“Telephone Instruction”** means any instruction in connection with the CSH Services given by the Cardholder to PrimeCredit through the use of a telephone

in such manner as PrimeCredit may from time to time prescribe.

- (t) **“Terminal”** means an automated teller machine, electronic data capture terminal, smart card terminal or other point-of-sale terminal or reader through which Card Transactions may be effected or processed from time to time.

## 2. Supplementary cards

### 2.1 Liability of Principal Cardholder

As the Principal Cardholder, I shall be fully liable for my debts and liabilities and also all the debts and liabilities (including all Fees and Charges) of each Supplementary Cardholder under my Card Account. I accept that my debts and liabilities shall not in any event, be affected, reduced or discharged by any dispute between the Principal Cardholder and the Supplementary Cardholder.

### 2.2 Liability of Supplementary Cardholder

Each Supplementary Cardholder shall be liable for his/her own debts and liabilities under his/her supplementary Card and be bound by the terms and conditions of this Agreement but shall not be liable for the Principal Cardholder’s debts and liabilities or the debts and liabilities of any other Supplementary Cardholder(s). A Supplementary Cardholder accepts that his or her debts and liabilities shall not in any event be affected, reduced or discharged by any dispute between the Principal Cardholder and the Supplementary Cardholder.

## 3 Use of the Card

### 3.1 The Card

I shall use my Card until the expiry, suspension, cancellation or termination of the Card, subject to the terms and conditions of this Agreement. I shall sign and activate it in the manner directed by PrimeCredit, immediately upon receipt of such card from PrimeCredit (applicable to physical card only). For the electronic version of my Card, I will activate it in the manner directed by PrimeCredit and by doing so, I also accept and agree to be bound by the relevant terms and conditions, as amended or further supplemented by PrimeCredit from time to time.

I will be responsible for any failure or delay in activating my Card. My Card is the property of PrimeCredit and must be surrendered on request by PrimeCredit upon expiry, termination or cancellation of the Card.

### 3.2 PIN

I shall at all times act in good faith and take reasonable care of my Card and my PIN and keep my Card safely under my personal control and possession and my PIN secure and confidential. In particular, I agree:

- (a) not to allow any other person to use or gain access to my Card and/or my PIN;
- (b) to destroy the original printed copy of my PIN issued by PrimeCredit from time to time;
- (c) not to write down my PIN on my Card or on anything usually kept with or near my Card;
- (d) not to write down or record my PIN without disguising it;
- (e) not to choose obvious numbers for my PIN (such as my HKID card number, date of birth, telephone number or other easily accessible personal information);
- (f) not to use my PIN for accessing any other services (for example, connection to the internet or accessing other websites);
- (g) to change my PIN regularly; and
- (h) to comply with any notification or request provided by PrimeCredit from time to time concerning any amendments or additions to the PIN.

I agree to accept full responsibility for all consequences, losses, and liabilities incurred because my PIN has become known to any other person for whatever reason or because of any unauthorized use or access of my Card, and I agree to indemnify PrimeCredit for any loss or damage incurred in respect of the above.

### 3.3 Renewal or Replacement

The renewal and replacement of my Card shall be at PrimeCredit’s discretion. If my Card is not renewed and/or replaced by PrimeCredit, the whole Statement Balance becomes due and payable immediately without any demand or notice from PrimeCredit.

The renewed Card shall be issued before the expiry date and I agree to promptly inform PrimeCredit in the event that I have not received the renewed Card after the relevant expiry date.

### 3.4 Credit Limit

- (a) PrimeCredit shall assign a credit limit to any Card or any maximum amount

from time to time, each expressed in Hong Kong Dollars, which is to be used for making retail purchases, cash advances and utilizing such other credit services as PrimeCredit may provide or offer to me from time to time. My credit limit will be shared between my Cards and all of the supplementary Card(s) to which my Card is the principal of (if any). I shall strictly observe any such credit limit and maximum amount assigned by PrimeCredit.

- (b) I understand that PrimeCredit, at its absolute discretion, can re-assign or alter my existing credit limit or any maximum amount based on periodic assessment of the credit risks associated with my Card Account (including any spending and repayment patterns). If PrimeCredit decides to increase my credit limit, advance notice will be given to me. Whereas, PrimeCredit shall have the absolute discretion to decrease my credit limit at any time and without prior notice following such periodic assessment described in this clause.
- (c) PrimeCredit may at its absolute discretion reject any Card Transaction in excess of the credit limit. However, PrimeCredit also has the discretion to approve such Card Transaction without prior notice to me, unless I elect to opt out of any over-the-limit facilities. Even if PrimeCredit has accepted my opt out request, certain Card Transactions in excess of the credit limit may still be allowed (**“Specific Card Transaction”**). Specific Card Transactions, which includes any Card Transaction which is not immediately processed by PrimeCredit or does not require authorization by PrimeCredit for effecting payment, may include (but are not limited to) the following:
  - (i) Octopus Automatic Add-Value and/or autopay transactions;
  - (ii) transactions where the posting amount exceeds the amount presented for authorization caused, for example, by currency exchange rate fluctuations in respect of transactions denominated in a foreign currency or surcharges levied by a merchant, PrimeCredit or the relevant card associations;
  - (iii) any mobile or contactless payment transactions;
  - (iv) Card Transactions approved by PrimeCredit but are not immediately posted to the Card Account;
  - (v) stand-in authorization transactions; and
  - (vi) transactions approved by the relevant card associations to my Card Account which may result in over-the-limit transactions.

I understand that PrimeCredit reserves the right to reject at any time any Specific Card Transactions under a Card Account or suspend/terminate any such related services or transactions without prior notice. I shall be fully liable for the Card Transactions (including any Specific Card Transactions) which are in excess of my credit limit and any related incurred Fees and Charges (such as over-the-limit fees or any surcharges etc. set out in Clause 5). I agree that PrimeCredit has the right to suspend or/and terminate my Card Account because my credit limit has been exceeded.

- (d) I agree that PrimeCredit has the discretion to, without any notice to me, reject any Card Transaction, or require extra procedures from me in order to effect or authorize a Card Transaction, regardless of whether it is within the credit limit or not. As such, I understand that PrimeCredit will not be responsible or liable for any costs, losses, liabilities, damages, claims which I may suffer or incur in respect of the above.

### 3.5 Purchase of goods and services

- (a) I may use my Card to purchase goods or services for personal use only and at the outlets of any contracted card associations merchant, subject to the credit limit PrimeCredit has assigned to me from time to time.
- (b) PrimeCredit is not liable or responsible in any way, should my Card or my PIN be rejected by any merchant, person or Terminal or if any Terminal is not available for any reason (such as malfunction, defect, power or failures of any kind).

PrimeCredit is also not responsible in any way for any defects, deficiencies or problems with any goods or services supplied to me by any merchant through the use of the Card, nor will PrimeCredit be responsible for any benefits, discounts or promotion programs of any merchants or relevant card associations that are available to me through the use of my Card. My obligation to PrimeCredit under this Agreement will not be reduced by any claim or complaint made by me against a merchant and I will pay PrimeCredit the full amount shown in the Statement Balance on or before the relevant due date, notwithstanding any non-delivery, non-performance or defect in any such goods and services, or any claims or disputes between a merchant and I. I shall be solely responsible for resolving any such disputes or complaints with

the relevant merchant directly, in particular in relation to any autopay or direct debit, installment or financing arrangements to charge from my Card Account with the merchant.

In the event of any dispute that I may have with a merchant, PrimeCredit has the right not to act on any request to set up, modify or terminate such autopay or direct debit, installment or financing arrangements. PrimeCredit is not liable to me for any losses and damages in this respect.

### 3.6 Cash advance

PrimeCredit will issue me a PIN (as per my option) after I successfully activate my physical Card to withdraw cash from a Terminal. I can also use my designated personal identification number(s) to transfer cash from my Card to my designated bank accounts via the channels designated by PrimeCredit from time to time. I am required to activate my overseas cash advance facilities in advance if I intend to obtain cash advances outside Hong Kong through the overseas channels designated by PrimeCredit from time to time.

### 3.7 Liability of Card Transaction

Subject to Clause 10, I agree to accept full responsibility for any Card Transaction effected or authorized under or through the use of my Card, regardless of whether or not (a) the Card Account is confirmed or activated, (b) the Card Transaction is authorized by PrimeCredit, or (c) the physical presentation of the Card is necessary, which includes:

- (a) any Card Transaction that does not involve the signing of any sales slip and/or any such transactions exceeding the credit limit, which PrimeCredit may authorize at its discretion;
- (b) any Card Transaction that involves a duly completed sales slip, Card Transaction record, cash disbursement slip, and/or other record bearing the imprint or another form of reproduction of the information embossed on the Card;
- (c) records of cash advances in PrimeCredit’s systems or records;
- (d) records relating to any order for goods and/or services placed over (but not limited to) the telephone, physical mail, internet, fax or the use of my Card at a Terminal or by other methods of purchase in which the physical form of my Card was not presented but my Card number and other required information about my Card, such as its expiry date were provided;
- (e) records of other credit services which PrimeCredit may from time to time provide to me;
- (f) records of contactless payments and/or mobile payments carried out using my Card such as transactions that are processed through contactless payment devices or readers, any mobile applications or QR codes without the need of swiping or imprinting the Card; and
- (g) records of any transactions effected through Electronic Services and/or CSH Services.

My Card shall not be used for any illegal or improper purposes. PrimeCredit has the absolute discretion to determine whether any Card Transactions is illegal or improper. If PrimeCredit believes such use has occurred, it reserves the right to (1) decline processing, authorizing or honoring such Card Transaction without notice or (2) terminate or suspend the Card immediately.

### 3.8 Services and Facilities

I understand that PrimeCredit has the right to offer additional services and facilities to me from time to time or modify existing services in respect of the use of my Card and my PIN, which may be subject to additional terms and conditions.

## 4 Other Services

The use of other services provided by PrimeCredit as set out in this Clause 4 are subject to the respective terms and conditions of each of these services as amended and supplemented by PrimeCredit from time to time. I agree to be bound by these terms and conditions when and if I use such services. I agree that PrimeCredit may, at its own discretion, accept or decline to act upon any instructions provided by me in connection with the use of such services. In any event, PrimeCredit will not be liable to me for any loss or damage suffered by me resulting from its execution or refusal to act on such instructions in respect of the services set out below.

### 4.1 CSH Services

CSH Services shall be provided by PrimeCredit to the Cardholder on and subject to the following terms and conditions:

- (a) I may use the CSH Services by giving Telephone Instructions and authorize PrimeCredit to act on such Telephone Instructions. PrimeCredit may exercise its discretion to accept or reject such Telephone Instruction. PrimeCredit will

not be liable to me for any loss or damage suffered by me resulting from PrimeCredit's exercise of its discretion to act or refusal to act upon such instructions. Accordingly:

- (i) any Telephone Instruction, once given, may not be rescinded or withdrawn without the written consent of PrimeCredit;
  - (ii) all Telephone Instructions given, as understood and acted on by PrimeCredit in good faith, shall be irrevocable and binding on me whether given by me or by any other person purporting to be the Cardholder; and
  - (iii) PrimeCredit shall be under no duty to verify the identity or authority of the person giving any Telephone Instruction or the authenticity of such Telephone Instruction.
- (b) PrimeCredit shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given.
- (c) Telephone Instructions, to be effective, must be given by using whichever PIN as may be required, and such other details as PrimeCredit may require and the aforementioned must be in a form that is acceptable to PrimeCredit.

#### 4.2 Electronic Services

- (a) I understand that before using the Electronic Services, I should accept and be bound by the applicable terms and conditions of the Electronic Services as amended and supplemented by PrimeCredit from time to time. These terms and conditions set out my responsibilities and obligations in respect of the use of my Card to carry out such transactions.
- (b) I authorize PrimeCredit to accept any instructions given by mail, facsimile or in writing purportedly given by me or electronic channels (including website / mobile app) by such means as PrimeCredit may prescribe from time to time. PrimeCredit shall be under no duty to verify the authority or identity of the person making or purporting to give such instructions or their authenticity. PrimeCredit shall be under no duty to verify the authority or identity of the person making or purporting to carry out any contactless payments and/or mobile payments carried out using the Card.

#### 5 Fees and Charges

5.1 I agree the following Fees and Charges shall be levied on my Card Account. I CONFIRM THAT I UNDERSTAND THESE FEES AND CHARGES.

- (a) **Annual fee**  
Payable for principal Card and supplementary Card unless informed otherwise;
- (b) **Card replacement fee**  
A fee payable on each Card that is replaced;
- (c) **Cash advance fee**  
A handling fee payable for each and every cash advance transaction that is made;
- (d) **Late fee**  
A fee payable when I fail to pay the "Minimum Payment Due" on or before the "Payment Due Date" as set out in the statement;
- (e) **Over-the-limit fee**  
Payable when the Current Balance (excluding all Fees and Charges) exceeds the credit limit of my Card;
- (f) **Direct Debit Authorization (DDA) payment return fee**  
A fee payable in respect of any auto payment or direct debit authorization concerning the payment of any amounts to PrimeCredit that is rejected by the bank concerned;
- (g) **Statement retrieval fee**  
A fee payable for supplying copies of statement in latest and/or beyond 2 months as per my request;
- (h) **Sales draft retrieval fee**  
A fee payable for supplying photocopies of sales draft as per my request;
- (i) **Credit balance withdrawal fee**  
Payable when I request to withdraw any credit balance from my Card Account (for the purpose of this sub-clause, a cheque drawn in my favor will be issued to me by PrimeCredit);
- (j) **Foreign currency transaction fee**  
Payable on Card Transactions effected or denominated in a currency other than Hong Kong Dollars. PrimeCredit has the right to require me to pay in full or in part any transaction fees or surcharges charged by the relevant card associations, or PrimeCredit;

#### (k) Finance charge

- (i) In respect of each of the cash advances or other transactions which is treated as a cash advance, the finance charge is calculated from the date of such advance until full repayment is received. In respect of a retail purchase, if I pay the Statement Balance in full on or before the Payment Due Date, no finance charge will be levied.
- (ii) If I do not pay Statement Balance in full on or before the Payment Due Date, a finance charge will be applied. The finance charge is calculated and accrues daily at the applicable rate (determined from PrimeCredit from time to time) based on:
  - (1) the unpaid Statement Balance from the statement date immediately preceding the Payment Due Date until payment is made in full, and
  - (2) the amount of each new Card Transaction being posted since the statement date, from the transaction date until payment is made in full.
- (iii) The applicable finance charge is stipulated in the statement, card mailer or notified by PrimeCredit to me in writing or by any other method as PrimeCredit may determine at its sole discretion.

#### (l) Other fees

I agree to pay other reasonable fees and charges that have not been set out in this clause, including but not limited to any related Credit Card application forms, product leaflets or listed fees and charges in other related promotional information, or related charges and interest of other credit services, which PrimeCredit may from time to time specify.

5.2 I shall be liable for all Card Transactions (including all related Fees & Charges):

- (a) even if I do not sign a sales slip (including where a Card Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without my signature);
- (b) even if the Card Transaction is effected involuntarily;
- (c) after termination of my Card or this Agreement; or
- (d) effected under any manner stated in Clause 3.7.

5.3 I fully understand that Fees and Charges are calculated according to the applicable rate at the time and subject to change by PrimeCredit at any time at its discretion as stated in the monthly statement or by advance notice given to me in accordance with Clause 14.

#### 6 Exclusion or limitation of liability

PrimeCredit shall not be concerned with, or be liable to me for, any loss or damage directly or indirectly arising from any of the following, except where the same has been caused directly by, as the case may be, PrimeCredit's gross negligence:

- (a) the loss of any information or data stored in a Card (e.g. in the credit card chip) or where such stored information or data is inaccurate;
- (b) the exercise by PrimeCredit of its right to demand and procure the surrender of my Card prior to the expiry date, whether such demand and surrender is made and/or procured by PrimeCredit or by any other person or by any Terminal;
- (c) suspension, cancellation or termination by PrimeCredit of my Card or my Card Account pursuant to Clause 15;
- (d) the repossession of my Card, any request for its return, or any statement made or act performed by any person requesting its return, and in no circumstance shall the same be or constitute any reflection on or injury to the creditworthiness, character or reputation of me;
- (e) any misstatement, misrepresentation or omission in any details disclosed by PrimeCredit pursuant to Clause 12;
- (f) my act of fraud, forgery, willful default or negligence, including (without limitation) my failure to observe Clause 3 or 10 or follow any other recommendation of PrimeCredit from time to time regarding the safety and secrecy of my Card and my PIN or other security details relating to my Card;
- (g) any defects or deficiencies, problems in or damages to any goods or services paid for through the use of my Card, or any claim or complaint by me against the supplier or merchant of such goods or services, or any other dispute between any such supplier or merchant and me; for the avoidance of doubt, I shall remain fully liable for any Fees and Charges incurred in respect of the relevant goods or services, notwithstanding any such disputes; or
- (h) the refusal of any merchant or Terminal to accept my Card.

#### 7 Statements

- 7.1 A statement will normally be issued at monthly intervals unless:
- (a) there are no entries covering the relevant statement period; or
  - (b) my Card Account has a credit or debit balance of less than HK\$10 as at the date of the statement.
- 7.2 I agree to check my statement carefully and to promptly notify PrimeCredit of any incorrect or unauthorized Card Transactions shown in the statement within 60 days of the statement date. Otherwise, I shall be deemed to have accepted and be bound by all the details contained in the statement.
- 7.3 Cycle in respect of statement issuance, namely statement cycle, may not correspond to a calendar month.
- 7.4 I shall promptly inform PrimeCredit in the event that I do not receive the statement. Otherwise, I am deemed to have received all statements. I agree to pay PrimeCredit in accordance with the amounts set out in the statements and be liable for such sums regardless of whether I have received the statements or not.

#### 8 Payments

- 8.1 I shall be liable to PrimeCredit for all amounts charged to my Card (whether or not the Card Transaction has been posted to my Card Account), including cash advances, interest, Fees and Charges, whether made in Hong Kong or abroad. All charges on the Card Account not made in Hong Kong Dollars shall be converted to Hong Kong Dollars using the prevailing exchange rate on the conversion date. I agree and authorize PrimeCredit to debit the Card Account for all the amounts payable by me to PrimeCredit on the relevant Payment Due Date. Without prejudice to the right of PrimeCredit to demand full payment of Statement Balance, I shall pay PrimeCredit at least the Minimum Payment Due indicated in each statement on or before the Payment Due Date, regardless of whether I have received the statement or not. I understand that failure to pay Minimum Payment Due on or before the Payment Due Date will cause the relevant amount to be overdue and outstanding, in which PrimeCredit may impose the relevant finance charges and Late Fees and/or suspend, cancel or terminate my Card or other services set out in Clause 4, in accordance with Clause 11.1.
- 8.2 All amounts due to PrimeCredit under this Agreement shall be payable without any deduction by way of set off, counterclaim or otherwise of any amount due or alleged to be due from PrimeCredit or any other person and notwithstanding any legal limitation, disability or incapacity of me.
- 8.3 If I should be absent from Hong Kong for more than one month, arrangements to settle my Card Account should be made prior to my departure.
- 8.4 I understand that I shall not pay or deposit and PrimeCredit shall, in its absolute discretion, accept or refuse to accept the payment or deposit of any sum of money into my Card Account in excess of the total amount outstanding on my Card Account from time to time.
- 8.5 I understand and agree that PrimeCredit may issue a partial or full refund for such sum of money in excess of the outstanding amount referred to in this paragraph by any means (including sending a cheque to my last known mailing address held within PrimeCredit's records) determined by PrimeCredit without any notice to me. PrimeCredit shall not be liable for any loss or damage of whatever nature that I may suffer directly or indirectly as a result of such refund.

#### 9 Payment Order

PrimeCredit will apply any payment received from me to settle the Statement Balance in the following order or in any other order as PrimeCredit deems fit from time to time:

- (a) all Fees and Charges billed;
- (b) installment amount in descending order according to the applicable rate and/or interest (if there is more than one installment plan);
- (c) outstanding cash advances amount;
- (d) outstanding retail purchases amount;
- (e) remaining portion of the outstanding balance in descending order according to the applicable rate and interest;
- (f) any other amount owed by me to PrimeCredit under this Agreement; and
- (g) any Fees and Charges and any Card Transactions that have not appeared in any statements.

I understand that PrimeCredit may, as it deems fit and without any notice to me, apply a payment order that may be different to the above, based on my Card Account information including any spending and repayment pattern.

## 10 Lost or theft of Card

**10.1** I shall promptly report any loss, theft, unauthorized use or disclosure of my Card and my PIN to PrimeCredit, and change my PIN or any security details related to my Card as soon as possible. If this occurs overseas, I should notify any members of relevant card associations worldwide and change my PIN as soon as possible as applicable. I shall also promptly report to the police of any loss, theft or suspicion of any counterfeit or unauthorized use of my Card and such police report must be promptly submitted to PrimeCredit.

**10.2** Subject to Clause 10.1, I shall be liable for all losses effected by any unauthorized use of my Card or PIN before PrimeCredit or any members of relevant card associations worldwide receives any report of loss, theft, unauthorized use or disclosure relating to my Card in accordance with this Clause 10.

**10.3** I shall be entitled to withhold payment of the disputed amount and related Fees and Charges provided that I report the unauthorized Card Transaction before the Payment Due Date of such Card Transaction in accordance with this Clause 10. I shall forthwith pay all Fees and Charges withheld as above in the event that upon completion of such investigation, the report made by me is proved to be unfounded, in which case PrimeCredit reserves the right to re-impose any Late Fee or finance charges on the disputed amount over the whole period (e.g. from the day which the report is made in accordance with this Clause 10, including the said investigation period).

**10.4** If I report any loss, theft, unauthorized use or disclosure of my Card and my PIN in accordance with this Clause 10, my maximum liability for any unauthorized Card Transactions occurring after such report is made (other than cash advances) shall be limited to **HKD5000** per Card.

**10.5** I note that my maximum liability referred to in Clause 10.4 above does not apply (and I shall be liable for the full amount of losses effected by any unauthorized use of my Card or PIN whatsoever) in the cases below:

- (a) if I have knowingly (whether or not voluntarily) permitted a third party to use or have access to my Card, PIN or any security details related to my Card; or
- (b) if I have acted fraudulently or with negligence or willfully defaulted in using or safeguarding my Card, PIN or security details related to my Card. My failure to follow any recommendations of PrimeCredit from time to time regarding the safekeeping of my Card or PIN may be treated as negligence.

## 11 Default and indemnity

### 11.1 Default

If I fail to pay any amount due under this Agreement on any Payment Due Date, my right to use the Card may be revoked or suspended. I shall also immediately become liable to pay the total amount charged to the Card (whether or not the Card Transaction made have been posted to the Card Account), including the interest, annual fee, Late Fee and other Fees and Charges whether made in Hong Kong or abroad.

### 11.2 Collection cost

If PrimeCredit refers the collection of my Card Account to a collection agency and/or a lawyer, I shall be liable to pay the reasonable costs and expenses of such collection agency and/or lawyer and such other reasonable costs and expenses incurred by PrimeCredit in recovering such payment and enforcing its rights.

### 11.3 Indemnity

I shall indemnify PrimeCredit on demand, for such amount of loss, damage, costs and expenses, (including all reasonable legal and debt collection costs and expenses) which PrimeCredit may reasonably incur by reason of any Card Transaction effected through the use of my Card or any default by me in respect of any provision of this Agreement.

## 12 Data Privacy

**12.1** I agree that my personal data collected by PrimeCredit from time to time may be used, held, transferred and/or disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the policies of PrimeCredit on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available

by PrimeCredit to me from time to time. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and disclosed (by way of references or otherwise) to any financial institution with which I have or proposes to have dealings to enable such financial institution to conduct credit checks on me.

**12.2** In addition to Clause 12.1, PrimeCredit is authorized to disclose my personal data:

- (a) to other parties and/or affiliated companies and/or co-branding partners and/or third party service providers as may enable PrimeCredit to evaluate facilities offered by it or them;
- (b) to any merchant who participates in any gift redemption arrangements with me for identification;
- (c) to facilitate the processing of Card Transaction at any Terminal of such institution; and
- (d) to PrimeCredit's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be) and other third party reward, loyalty or privilege program providers, as may enable it or them to offer any associated products and services to me from time to time.

I understand that PrimeCredit has no liability and will not be liable for any loss or damage (directly or indirectly) arising from disclosure of my data mentioned above.

**12.3** To protect the rights of both PrimeCredit and me, and to help resolve any disputes between us, I understand that PrimeCredit may (but shall not be obliged to) record, and I acknowledge and agree to PrimeCredit recording all telephone conversations between PrimeCredit and me and my instructions given to PrimeCredit, in writing and/or by tape recording and/or any other methods as PrimeCredit may determine. These records shall be conclusive and binding on me and are deemed to be the property of PrimeCredit and may be retained by PrimeCredit for such period as PrimeCredit deems appropriate subject to all the applicable laws and relevant regulations.

**12.4** I shall, at any time, have the right to request access to information held by PrimeCredit concerning me. I also have the right to request PrimeCredit to update and correct such information by writing to the Data Protection Officer, PrimeCredit Limited, PO Box no. 23207, Wanchai Post Office, Hong Kong. PrimeCredit reserves the right to impose a reasonable charge to cover the cost of complying with such a request.

## 13 Amendments and Assignment

**13.1** I agree that PrimeCredit has the right to vary the terms and conditions of this Agreement from time to time by giving prior written notice to me and each of my Supplementary Cardholder(s) (if applicable). Any such notice for change (including this Agreement) may be delivered to me and each of my Supplementary Cardholder(s) by post or by any other appropriate channel as determined by PrimeCredit. I and my Supplementary Cardholder(s) (if applicable) will be bound by such variation unless we return our Card(s) to PrimeCredit for termination before the date on which such variation takes effect.

**13.2** I may not assign any part of my rights under this Agreement. PrimeCredit may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement without my prior consent.

## 14 Communication

**14.1** I shall promptly notify PrimeCredit of any change in my personal information (including my residential, office or mailing address, telephone number(s), fax number(s) and/or email address(es) and any change in my financial and employment status). I understand that each physical address provided to PrimeCredit shall always be in Hong Kong. PrimeCredit has the right to use any contact information mentioned in this clause last known by it to communicate with me, such as by email, SMS, fax or letter.

**14.2** Any monthly statement, notice or other communication given by PrimeCredit to me or my Supplementary Cardholder(s) will be deemed to have been received two days after posting to the address(es) last known to PrimeCredit, and any monthly statement, notice or other communication given by PrimeCredit to me or my Supplementary Cardholder(s) shall be deemed to have been received by me immediately after transmitting to the e-mail address, mobile phone number (via SMS) or fax number last known to PrimeCredit.

**14.3** All notices or other communications sent by me or my Supplementary Cardholder(s) to PrimeCredit shall be deemed to have been delivered to PrimeCredit on the day of actual receipt.

## 15 Suspension or Termination

**15.1** I understand that I may at any time terminate my Card or my Supplementary Card(s) (if applicable) by giving PrimeCredit reasonable notice in writing or verbally by telephone at such telephone numbers as PrimeCredit may from time to time prescribe. Termination shall be effective only upon PrimeCredit actually receiving such notification via the aforementioned channels. Where any Supplementary Cards have been issued, the Supplementary Cardholder may also cancel or terminate the relevant card at any time by giving PrimeCredit reasonable notice in writing or verbally by telephone at such telephone numbers as PrimeCredit may from time to time prescribe.

**15.2** I understand that PrimeCredit reserves the absolute right at any time to terminate, cancel or suspend my Card without notice, with or without giving any reasons, which shall not prejudice any rights of PrimeCredit whatsoever. Upon such termination or suspension, I shall immediately cease to be entitled to the use of my Card Account and each Card and any benefits related thereto. A notification of termination or suspension would be followed via SMS/ e-mail/ physical mail or any other appropriate method as determined by PrimeCredit. Upon request by PrimeCredit, my Card must be returned to PrimeCredit after termination. All returned cards should be cut into pieces and destroyed.

**15.3** If for any reason my Card is cancelled or terminated by me or by PrimeCredit, or my right to use the Card is revoked on my bankruptcy, death or otherwise, then:

- (a) all rights and privileges (including those arising under any Supplementary Cardholder(s)) (if applicable) shall be automatically terminated; and
- (b) all sums owed by me to PrimeCredit under this Agreement (including all sums owed under the principal Card and every supplementary Card) whether or not the amount made under the Card Transaction has been posted to the Card Account, including any interest, finance charge, the full annual fee, and other Fees and Charges (whether made in Hong Kong or abroad), shall become immediately due and payable without demand or notice from PrimeCredit. My estate shall be liable for settling such sums.

**15.4** Following such suspension, cancellation or termination, I shall be responsible for terminating or modifying any autopay, direct debit authorization and other regular payment arrangements myself with the relevant merchants or parties.

## 16 Set off

In addition to any general right of set off or other rights in law or under any agreement, I acknowledge that PrimeCredit can combine or consolidate the Current Balance on my Card Account with the balance on any other account which I have with PrimeCredit without prior notice. If I am the Principal Cardholder, PrimeCredit's right will extend to the Current Balance of my Supplementary Cardholder(s) (if applicable). PrimeCredit is entitled to set off or transfer any money standing to the credit of my other account in PrimeCredit in or towards settlement of my liability to PrimeCredit under this Agreement.

## 17 Law and Language

**17.1** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR.

**17.2** No person other than the Cardholder and PrimeCredit shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of HKSAR) to enforce or to enjoy the benefit of any term of this Agreement.

**17.3** If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.

**17.4** If there is any inconsistency or conflict between the English version of this Agreement and the Chinese version, the English version shall prevail.