

Terms and Conditions of primepay Visa Credit Card Application

1. I note that I should submit the primepay Visa Credit Card ("primepay") application form through PrimeCredit branches, Prime Gems Mobile App or PrimeCredit OSW website.
2. I understand that primepay is issued by PrimeCredit Limited ("PrimeCredit") and the credit limit of primepay is determined by PrimeCredit from time to time at its sole discretion. I confirm, warrant and represent to PrimeCredit that (i) the information stated in this application and the documents accompanied with this application are correct and complete and I authorize PrimeCredit to verify them from any source that PrimeCredit may choose, and (ii) I am aged 18 or above. I agree to be bound by the Terms and Conditions of primepay Credit Card Cardholder Agreement (the "Cardholder Agreement", highlights of which are appended to this application), and Terms and Conditions governing any other related services which are available in the Prime Gems Mobile App.
3. I understand that I may enquire about the status of this application by calling the primepay Customer Service Hotline at +852 2269 8866 or contact PrimeCredit via other available channels provided by PrimeCredit and, if my application has been approved, I understand and accept that primepay is a virtual card in which (1) I will be required to register as a Prime Gems Mobile App user; and (2) primepay will only be issued and made available in the Prime Gems Mobile App for viewing and accessing; and (3) I will be required to activate primepay via the Prime Gems Mobile App.
4. The approval of the primepay is subject to the final decision of PrimeCredit.
5. I agree that PrimeCredit can obtain information on me from companies which provide customers with composite personal data of individuals compiled from public information sources for purposes including but not limited to (i) assisting debt collection; (ii) verifying the accuracy of personal data provided by me and (iii) ensuring compliance with any law binding or applying to PrimeCredit such as conducting due diligence on me.
6. PrimeCredit reserves the right to cancel Prime Gems Loyalty Club and Prime Gems Points account and / or other offers and/or modify and amend its relevant Terms and Conditions from time to time without prior notice. In the event of any dispute, the decisions of PrimeCredit shall be final and conclusive. Prime Gems Loyalty Club Terms and Conditions and Prime Gems Points Redemption Terms and Conditions are available upon request at PrimeCredit branches or available for download from PrimeCredit OSW website at www.primecredit.com/osw.
7. If there is any inconsistency or conflict between the primepay Credit Card Cardholder Agreement and the above terms and conditions, the former shall prevail.

Important Notes

You are advised to read carefully the following summary of major terms and conditions of primepay Credit Card Cardholder Agreement, and make sure that you read and pay attention to the full version of primepay Credit Card Cardholder Agreement (the "Cardholder Agreement") (if there is any inconsistency or conflict between the below and the Cardholder Agreement, the Cardholder Agreement shall prevail), you can also read the details at "www.primecredit.com/osw" or in the Prime Gems Mobile App:

1. I shall sign and activate the Card in the manner directed by PrimeCredit immediately upon receipt of such card from PrimeCredit (applicable to physical form of my Card only). For the electronic version of my Card, it may be available for access or viewing in mobile applications prescribed by PrimeCredit from time to time.
2. I shall at all times act in good faith and take reasonable care of my Card and my PIN (including any security details), and keep my Card safely under my personal control and possession and my PIN secure and confidential. I agree not to allow any other person to use or gain access to my Card and my PIN, not to choose obvious numbers for my PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information), not to use my PIN for accessing any other services (for example, connection to the internet or accessing other websites). PrimeCredit shall not indemnify for any loss or damage incurred because my PIN has been known to other person.
3. I shall be liable for all transactions made using the Card or the card number on such Card (including all related Fees & Charges).

4. I understand that I may not be able to use the Card to effect any Card Transaction if the amount of cash collateral in the Card Account is not sufficient and the amount of cash collateral required in the Card Account shall be determined from time to time by PrimeCredit in its absolute discretion. I understand that the credit limit shall be determined in PrimeCredit's sole discretion, which may be based on or with reference to the amount of cash collateral available in the Card Account from time to time (less any amounts incurred under a Card Transaction and any Fees and Charges); or (ii) the results of PrimeCredit's periodic assessment of the credit risks associated with the Card Account (including but not limited to my account status, payment history and information made available to PrimeCredit from credit reference agencies).
5. PrimeCredit may in its absolute discretion decline any Card Transaction, where the value of which is in excess of the credit limit applicable to the Card Account. However, PrimeCredit also has the discretion to approve such Card Transaction without prior notice to me. In the event that the value of a Card Transaction is in excess of the credit limit in the Card Account, but the Card Transaction is approved by PrimeCredit, I shall be liable to PrimeCredit for all and any outstanding amount payable by me to PrimeCredit arising from, or in connection with, these Card Transactions, including Card Transaction which is not immediately processed by PrimeCredit or does not require authorization by PrimeCredit for effecting payment. Examples are: (i) auto debit 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.
6. I shall be liable for the Card Transactions regardless of whether the value of such Card Transactions is made within or in excess of my credit limit from time to time.
7. I shall be deemed to have accepted and be bound by all the details contained in the statement if PrimeCredit does not receive my notice of any incorrect or unauthorized Card Transactions shown in the statement within 60 days from the statement date.
8. I may terminate the Card service before the date on which the variation takes effect if I do not accept any variation to the Cardholder Agreement proposed by PrimeCredit.
9. I shall be liable to indemnify PrimeCredit for all reasonable costs and expenses incurred by PrimeCredit in recovering payment and enforcing its rights under the Cardholder Agreement, including but not limited to the fees of collection agencies and/or reasonable costs and expenses of lawyer.
10. I shall promptly report any loss, theft, unauthorized use or disclosure of my Card and my PIN (including any security details) 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. If I promptly report any loss, theft, unauthorized use or disclosure of my Card and my PIN to PrimeCredit and/or relevant card associations worldwide in accordance to the aforementioned, then my maximum liability for any unauthorized Card Transactions occurring after such report is made is HK\$500 per Card. Such maximum liability shall not apply 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 I have acted fraudulently or with negligence or willfully defaulted in using or safeguarding my Card, PIN or security details related to my Card or I failed to follow any recommendations of PrimeCredit from time to time regarding the safekeeping of my Card or PIN, I may be treated as negligent. I shall remain fully liable for all unauthorized transactions made using my Card.
11. I understand that PrimeCredit has the right to offer additional services and facilities to me from time to time or modify existing services available to me under the Card, which may be subject to additional terms and conditions. The use of other services provided by PrimeCredit (including CSH Services and Electronic Services) 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 of or refusal to act on such instructions in respect of such services.

Fees and Charges on primepay Visa Credit Card Service

Effective Date: August 17, 2021

Foreign Currency Transaction Fee	All transactions effected in a currency other than Hong Kong Dollars will be converted into Hong Kong Dollars at a wholesale market rate selected by Visa from within a range of wholesale market rate or the government-mandated rate in effect on the date when Visa processes the transactions plus 1.95% (including 0.95% imposed by PrimeCredit and 1% of reimbursement charge imposed by Visa on PrimeCredit)
Sales Draft Retrieval Fee	HK\$40 per photocopy

PrimeCredit reserves the right to vary the fees and charges for customers from time to time by notice.

The provision of primepay Visa Credit Card services to you is subject to your acceptance of the above fees and charges.

Should there be any inconsistency or conflict between the English version and other language versions of the above Terms and Conditions or Fees and Charges on primepay Visa Credit Card Service, the English version shall prevail.