



primepay Credit Card Cardholder Agreement

(Effective on August 17, 2021)

primepay Credit Card is issued by PrimeCredit Limited.

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 (including all terms and conditions which PrimeCredit may specify from time to time), which governs the use of the Card.
- (b) **"PrimeCredit"** means PrimeCredit Limited and its successors and assigns.
- (c) **"Card"** means the primepay credit card (including any replacement and subsequently renewed credit card) issued by PrimeCredit from time to time, whether in physical or electronic form as PrimeCredit may specify from time to time.
- (d) **"Cardholder", "I", "me", "my" or "myself"** means the person to whom a Card is issued by PrimeCredit.
- (e) **"Card Account"** means the primepay credit card account opened and maintained in the name of the Cardholder with PrimeCredit to which all Card Transactions and all interest, Fees and Charges shall be debited pursuant to this Agreement.
- (f) **"Card Transaction"** means any purchase of goods and/or services or any transfer or remittance of funds (to persons other than the Cardholder) effected by the use of the Card and/or its PIN or any other transaction effected pursuant to the provision of any services or products which PrimeCredit may offer to the Cardholder from time to time.
- (g) **"CSH"** means PrimeCredit's customer services hotline or any other platforms available and designated by PrimeCredit that I can interact with PrimeCredit.
- (h) **"CSH Services"** means any Card and other Card Account related services from time to time offered by PrimeCredit under CSH in accordance with Clause 4.1.
- (i) **"Current Balance"** means the balance of the Card Account at any point in time.
- (j) **"Electronic Services"** means any Card and other Card Account related services from time to time offered by PrimeCredit from electronic channels, including website and mobile applications.
- (k) **"Fees and Charges"** means the 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) **"PIN"** means the personal identification number(s) or security detail(s) (including but not limited to passwords, passcodes, fingerprints, facial features or other biometric or identification credentials etc.) which are used by PrimeCredit for verifying and authenticating the identity of the Cardholder for the purpose of effecting or authorizing Card Transactions or providing the CSH Services and Electronic Services. The PIN may be assigned by PrimeCredit or designated by the Cardholder from time to time.
- (n) **"New Balance"** means the balance of the Card Account as at a particular date of a month as specified by PrimeCredit in a monthly statement issued to the Cardholder by PrimeCredit.
- (o) **"Mobile Instruction"** means any instruction in connection with the CSH Services given by the Cardholder to PrimeCredit through the use of a telephone or any electronic channels, including website and mobile applications, in such manner as PrimeCredit may from time to time prescribe.
- (p) **"Terminal"** means any automated teller machine, electronic data capture terminal, smart card terminal, contactless payment devices or readers or other point-of-sale terminals or readers through which Card Transactions may be effected or processed from time to time.

2 Liability of Cardholder

As the Cardholder, I shall be fully liable for my debts and liabilities under my Card Account.

3 Use of the Card

3.1 The Card

I shall use my Card until the expiry, suspension, cancellation or termination of the Card (whichever is earlier), 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 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. 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 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 returned to PrimeCredit immediately by the Cardholder upon PrimeCredit's request and, in any case, upon expiry, termination or cancellation of the Card. The Card is non-transferable and shall only be used exclusively by the Cardholder.

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 to me 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 to me 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 against all losses, costs and damages which PrimeCredit may incur or suffer as a result of any breach of this Clause 3.2 by the Cardholder.

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, all sums owing by the Cardholder to PrimeCredit under this Agreement (whether debited to the Card Account or not) shall become immediately due and payable without any demand or notice from PrimeCredit. For the avoidance of doubt, Clause 15 shall apply where my Card is not renewed and/or replaced by 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 physical form renewed Card and/or I am unable to view or access the electronic form of my renewed Card in the relevant mobile applications after the relevant expiry date.

3.4 Credit Limit

- (a) The Card Account is subject to a credit limit. The credit limit applicable to the Card Account will not be shared with other credit card accounts opened with and maintained by PrimeCredit in my name.
- (b) I shall ensure that I have sufficient cash collateral in the Card Account before I can use the Card to carry out a Card Transaction. 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, in which case such Card Transaction may be declined by PrimeCredit as it so chooses. The amount of cash collateral required in the Card Account shall be determined from time to time by PrimeCredit in its absolute discretion.
- (c) I understand that the credit limit shall be determined in PrimeCredit's sole discretion, which may be based on or with reference to: (i) 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). PrimeCredit may, but is not obliged to, notify me of the credit limit applicable to the Card Account from time to time.
- (d) 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 ("**Specific Card Transaction**"), I shall be liable to PrimeCredit for all and any outstanding amount payable by me to PrimeCredit arising from, or in connection with, these Specific Card Transactions. This includes any Card Transaction which is not immediately processed by PrimeCredit or does not require authorization by PrimeCredit for effecting payment, including (but

without limitation to) any of the following types:

- (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.

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 to me. I shall be fully liable for the Card Transactions (including any Specific 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. I agree that PrimeCredit has the right to suspend and/ or terminate my Card Account because the amount of cash collateral in the Card Account is, in PrimeCredit's opinion, insufficient.

- (e) 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 there is sufficient cash collateral in the Card Account. 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 exercise of PrimeCredit's discretion herein.

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 merchant.
- (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).
- (c) PrimeCredit is also not responsible in any way for any defects, deficiencies or problems with any goods or services (including but not limited to the non-receipt of the 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. I shall be solely responsible for resolving any 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.
- (d) My obligation to repay all monies owing to and other liabilities towards PrimeCredit under this Agreement will not be relieved or reduced by any claim or complaint made by me against a merchant for whatever reason. I will be liable for any amount incurred under a Card Transaction and shall, promptly on or before a payment due date or otherwise upon demand by PrimeCredit, pay the amount of any debit balance of the Card Account in full to PrimeCredit, notwithstanding any non-delivery, non-performance or defect in any goods and services supplied to me by a merchant, or any claims or disputes between myself and a merchant.
- (e) 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 any 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 Transfer or remittance of money

- (a) For the avoidance of doubt, any transfer or remittance of any sum of money out of the Card Account for the benefit of any recipient shall constitute a Card Transaction. Any such transfer or remittance shall be effected via the channels provided or designated by PrimeCredit, which may include any third party service provider designated by PrimeCredit. By effecting any such transfer or remittance, I accept and agree to be bound by any relevant terms and conditions as designated by PrimeCredit from time to time.
- (b) I must ensure that any information provided by me to PrimeCredit or the third party service provider to effect a transfer or remittance in Clause 3.6 is complete, accurate and not misleading, otherwise PrimeCredit or the third party service provider may not be able to effect any such transfer or remittance to the intended recipient. PrimeCredit shall not be liable or responsible in any way should such circumstances occur, and I shall remain liable for such Card Transaction in any event.

- (c) PrimeCredit shall not be liable or responsible in any way if the third party service provider rejects or fails to process the Cardholder's instruction to transfer or remit funds out of the Card Account to the intended recipient.
- (d) PrimeCredit shall, in its absolute discretion, accept or refuse to accept the Cardholder's instruction to transfer or remit any sum of money out of my Card Account to the intended recipient.

3.7 Liability of Card Transaction

Subject to Clause 10, I agree to accept full responsibility for any Card Transaction effected 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 any Card Transaction:

- (a) 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) 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 (applicable to physical form of my Card);
- (c) completed 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 to the merchant;
- (d) completed through a Terminal;
- (e) effected through Electronic Services and/or CSH Services; and
- (f) that constitutes any transfer or remittance of funds in or out of my Card Account.

PrimeCredit may in its absolute discretion deny authorisation and/or suspend or terminate the use of the Card immediately without giving me any notice, including (but not limited to) in circumstances where (a) the cash collateral in the Card Account is insufficient; (b) PrimeCredit suspects that there is fraud or a security issue; or (c) PrimeCredit suspects that the Card is being used for an illegal or improper purpose.

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 available to me under the Card, 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 of 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 Mobile Instructions and authorize PrimeCredit to act on such Mobile Instructions. PrimeCredit may exercise its discretion to accept or reject such Mobile 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 Mobile Instruction, once given, may not be rescinded or withdrawn without the written consent of PrimeCredit;
 - (ii) all Mobile 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 Mobile Instruction or the authenticity of such Mobile Instruction.
- (b) PrimeCredit shall be entitled to prescribe, from time to time, the telephone number or other platforms (e.g. websites or mobile applications, etc.) through which Mobile Instructions must be given.

- (c) For Mobile Instructions to be effective, PrimeCredit will use the PIN or such other details as PrimeCredit may require to verify or authenticate my identity when I access or use the CSH Services.

4.2 Electronic Services

- (a) I understand that before using the Electronic Services, I should accept and agree to 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 any Card Transactions through the use of the Electronic Services.
- (b) I authorize PrimeCredit to accept any instructions given by mail, facsimile or in writing purportedly given by me or given through any electronic channels (including website / mobile application/ other platforms) by such means as PrimeCredit may prescribe from time to time. Accordingly, PrimeCredit shall be under no duty to verify the authority or identity of the person making or purporting to give such instructions or the authenticity of such instructions. PrimeCredit shall be under no duty to verify the authority or identity of the person carrying out or purporting to carry out any contactless payments and/or mobile payments 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 to include the following:

- (a) **Sales draft retrieval fee**
A fee payable for supplying photocopies of sales draft as per my request;
- (b) **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 by PrimeCredit;
- (c) **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 or functions provided by PrimeCredit, 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 through the telephone, mail or any electronic means or direct debit arrangements without a sales slip or without my signature);
- (b) even if the Card Transaction is not authorised by me (subject to Clause 10);
- (c) effected after the termination of my Card or this Agreement; or
- (d) effected under any manner stated in Clause 3.7.

5.3 I fully understand that the 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 use or transfer of my personal data by PrimeCredit pursuant to Clause 12; or
- (f) any act of fraud, forgery, willful default or negligence on my part, 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 any other security details relating to my Card.

7 Statements

- 7.1** PrimeCredit will issue a statement to me at monthly intervals on such date and setting out such details (as PrimeCredit may from time to time determine) of Card Transactions effected during the relevant statement period. Such statement will also indicate, amongst other things, the New Balance and/or the payment due date of any outstanding amounts under the Card Account.
- 7.2** PrimeCredit will supply a statement at the abovementioned intervals unless:
 - (a) there are no entries covering the relevant statement period; or
 - (b) the Card Account has a credit or debit balance of less than HK\$10 as at the date of the statement.
- 7.3** 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.
- 7.4** Any billing cycle in respect of the issuance of any statement may not correspond to a calendar month.
- 7.5** 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 outstanding as set out in the statements (if any) 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 outstanding balances on the Card Account (whether or not the Card Transaction has been posted to my Card Account), including Fees and Charges, whether made in Hong Kong or abroad. All Fees and Charges in 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 as determined by PrimeCredit in its absolute discretion.
- 8.2** PrimeCredit shall have the right to apply the amount of the cash collateral in the Card Account to settle all sums owed by me to PrimeCredit under this Agreement (including any outstanding debt incurred on the Card Account and all related Fees and Charges at any point in time) within the time period determined by PrimeCredit from time to time, which can be at any time after the date of a Card Transaction
- 8.3** All payments to be made by me to PrimeCredit under this Agreement or any documents relating to the Card shall be made to PrimeCredit 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.
- 8.4** I understand that I shall be solely responsible for any payment or deposit of any sum of money into my Card Account and PrimeCredit shall, in its absolute discretion, accept or refuse to accept the payment or deposit of any such sum of money into 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 by any means (including sending a cheque to my last known mailing address held within PrimeCredit's records or via telegraphic transfer) 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

- 9.1** PrimeCredit will apply any payment received from me to settle any debt outstanding and due from me to PrimeCredit under the Card Account in any order as PrimeCredit deems fit from time to time.
- 9.2** I understand that PrimeCredit may, as it deems fit and without any notice to me, apply a payment order, 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 shall 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 regarding 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 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 (shall be limited to **HKD500** per Card).

10.4 I note that my maximum liability referred to in Clause 10.3 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 to PrimeCredit (if any) under this Agreement, 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 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 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. Any such notice for change (including this Agreement) may be delivered to me by post or by any other appropriate channel as determined by PrimeCredit. I will be bound by such variation unless I return my 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). 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, mobile application notification, fax or letter or other means prescribed by PrimeCredit.

14.2 Any monthly statement, notice or other communication given by PrimeCredit shall be deemed to have been received by me immediately after transmitting to the e-mail address, mobile phone number (via SMS) or customer notice via designated mobile applications by PrimeCredit or fax number last known to PrimeCredit or after making it available for me to view in designated mobile applications by PrimeCredit.

14.3 All notices or other communications sent by me 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 by giving PrimeCredit reasonable notice in writing or orally by telephone at such telephone numbers as PrimeCredit may from time to time prescribe or via any other platforms that is designated by PrimeCredit from time to time. Termination shall be effective only upon PrimeCredit actually receiving such notification via the aforementioned channels.

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 the Card and any benefits related thereto. A notification of termination or suspension shall be sent to me via SMS/ e-mail/ physical mail or any other appropriate method as determined by PrimeCredit from time to time. Upon request by PrimeCredit, my Card must be returned to PrimeCredit after termination. All returned cards should be cut into pieces and destroyed (applicable to physical form of my Card).

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 upon my bankruptcy, death or otherwise, then:

(a) all rights and privileges shall be automatically terminated; and

(b) all sums owed by me to PrimeCredit under this Agreement whether or not the amount made under the Card Transaction has been debited or posted to the Card Account, including any Fees and Charges (whether made in Hong Kong or abroad), shall become immediately due and payable without demand or notice from PrimeCredit. The Cardholder or (if applicable) my estate shall be liable for settling such sums.

15.4 Following such suspension, cancellation or termination, I, or (if applicable) my estate, shall be responsible for terminating or modifying any autopay, direct debit authorization and other regular payment arrangements 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. PrimeCredit is entitled to set off or transfer any money standing to the credit of my other account in PrimeCredit in or towards the settlement of any of my debts and liabilities owed 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 and other language versions of this Agreement, the English version shall prevail.