



Notice of Change on PrimeCredit Credit Card Cardholder Agreement

Dear Valued Customer,

With effect from 1st July, 2019 ("Effective Date"), PrimeCredit Credit Card Cardholder Agreement ("Agreement") will be revised and supplemented respectively as follows:

A) Amendments to the Agreement

(additions are underlined and deletions are marked with strikethrough lines)

Clause No. under existing Agreement	Clause No. under revised Agreement	Revised Content
Clause 1(a)	Clause 1(b)	"PrimeCredit" means PrimeCredit Limited and its successors and assigns.
Clause 1(b)	Clause 1(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.
Clause 1(c) Clause 1(k)	Clause 1(d)	"Cardholder", "I", "me", "my" or "myself" means the person to whom the Card is issued by PrimeCredit Principal Cardholder and, where the context permits or requires, also refer to any supplementary cardholder(s) Supplementary Cardholder(s).
Clause 1(e)	Clause 1(f)	"Card Transaction" means each transaction (including a cash advance) effected by using the Cardholder's Card and/or its PIN.
Clause 1(f)	Clause 1(g)	"CSH" means PrimeCredit Customer Service Hotline PrimeCredit's customer services hotline.
Clause 1(g)	Clause 1(h)	"CSH Services" means the any credit card and other account related services from time to time offered by PrimeCredit under CSH in accordance with Clause-4.4.1.
Clause 1(h)	Clause 1(k)	"Fees and Charges" means the interest, finance charge charges, other fees and charges set out in Clause 5 that are payable by the Cardholder to PrimeCredit pursuant to this Agreement.
Clause 1(m)	Clause 1(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 to the Cardholder for the purpose of identifying the Cardholder for certain transactions made through the use of Card.
Clause 1(n)	Clause 1(q)	"Statement Balance" means the total amount outstanding on a Card Account as specified in a statement issued to the Cardholder.
Clause 1(q)	Clause 1(r)	"Supplementary Cardholder" means any person nominated by the Principal Cardholder and to whom a supplementary card Card is issued by PrimeCredit.
Clause 1(o)	Clause 1(s)	"Telephone Instruction" means any instruction in connection with the CSH Services given by the Cardholder to PrimeCredit by through the use of a telephone in such manner as PrimeCredit may from time to time prescribe.
Clause 1(p)	Clause 1(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 Transaction Transactions may be given effected or processed from time to time.
Clause 2.1	Clause 2.1	Liability of principal Principal Cardholder A Supplementary Cardholder shall be bound by the terms and conditions of this Agreement. As the principal 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 card 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

Clause 2.2	Clause 2.2	Supplementary Cardholder.
Clause 2.2	Clause 2.2	A Each Supplementary Cardholder shall be liable for his/her own debts and liabilities under the his/her supplementary Card Account and be bound by the terms and conditions of this Agreement but shall not be liable for my 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.
Clause 3.1	Clause 3.1	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 my Card 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. My Card is the property of PrimeCredit and must be surrendered on request. 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.
Clause 3.2	Clause 3.2	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 written write down or recorded-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); and (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 and sole responsibility for all consequences, losses, and liabilities incurred because my PIN has been 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.
Clause 3.3	Clause 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.
Clause 3.4(a)	Clause 3.4(a)	I will be given 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, and 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 me my Cards and all of my Supplementary Cardholder(s) the supplementary Card(s) to which my Card is the principal of (if applicable any). I shall strictly observe any such credit limit and maximum amount assigned by PrimeCredit.
Clause 3.4(b)	Clause 3.4(b)	I understand that PrimeCredit, as its absolute discretion, can re-assign or alter my existing credit limit or any maximum amount set my limit based on periodic assessment of my the credit risks associated with my Card Account (including any spending and repayment pattern patterns). If PrimeCredit decide decides to increase my credit limit, advance notice will be given to me. Whereas, PrimeCredit shall have the sole absolute discretion to decrease my credit limit forthwith based on

Clause 3.4(c)	Clause 3.4(c)	at any time and without prior notice following such periodic assessment of my credit risks associated with my Card Account without prior notice described in this clause. PrimeCredit may at its sole absolute discretion reject any Card Transaction in excess of the credit limit. However, PrimeCredit also has the discretion to allow approve such Card Transaction without prior notice to me, unless I elect to opt out of the 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. Examples including (without limitation) are: (i) Octopus Automatic Add-Value and/or autopay transactions; (ii) transactions where the posting amount exceeds the transaction amount presented for authorization caused, for example, due to by currency exchange rate fluctuations in respect of foreign currency 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) transactions Card Transactions approved yet late by PrimeCredit but are not immediately posted to the Card Account; and (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 Transaction Transactions (including any Specific Card Transactions) which are in excess of the my credit limit and any related incurred Fees and Charges (including the such as over-the-limit fees or any surcharges etc. set out in Clause 5), according to the provisions of this Agreement. I agree that PrimeCredit has the right to suspend and/ or terminate my Card Account because my credit limit has been exceeded.
Clause 3.5(a)	Clause 3.5(a)	I may use my Card to obtain 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 given assigned to me from time to time.
Clause 3.5(b)	Clause 3.5(b)	PrimeCredit is not liable or responsible if in any way, should my Card or my PIN be rejected is not accepted or honored 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 for 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 dispute such disputes or complaints with a the relevant merchant directly, in particular in relation to any autopay or direct debit arrangement, 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 arrangement if I have any dispute with the merchant, autopay or direct debit, installment or financing arrangements. PrimeCredit is not liable to me for any losses and damages in this respect.

Clause 3.6	Clause 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 of. I can also use my designated personal identification number(s) to transfer cash from my Card to my designated networks 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 have obtain cash advance advances outside Hong Kong through the overseas channels designated by PrimeCredit from time to time.
Clause 3.7	Clause 3.7	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 this 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) record records of cash advances in PrimeCredit PrimeCredit's systems or records; and (d) record records relating to any order for goods and/or services placed via phone over (but not limited to) the telephone, physical mail, internet, fax or the use of my Card at a Terminal or by other method 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 Card 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 payment or settlement of any unlawful transactions under any applicable law. PrimeCredit reserves the right to decline processing or paying any Card Transaction which PrimeCredit suspects to be an unlawful transaction under any applicable law, 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.
Clause 4	Clause 4.1	CSH Services CSH Services shall be provided by PrimeCredit to the Cardholder on and subject to the following terms and conditions: (a) 4.1 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: ...
Clause 4.3	Clause 4.1(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 accepted by PrimeCredit by such means as acceptable to PrimeCredit may prescribe.
Clause 5	Clause 5	Fee Fees and Charges
Clause 5.1(b)	Clause 5.1(b)	Card replacement fee A fee payable on each Card that is replaced;
Clause 5.1(c)	Clause 5.1(c)	Cash advance fee A handling fee payable for each and every cash

		advance transaction being that is made;
Clause 5.1(d)	Clause 5.1(d)	Late fee Payable 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;
Clause 5.1(e)	Clause 5.1(e)	Over-the-limit fee Payable when the current account balance Current Balance (excluding all Fees and Charges) exceeds the credit limit of my Card;
Clause 5.1(f)	Clause 5.1(f)	Direct Debit Authorization (DDA) payment return fee Payable A fee payable in respect of any auto payment or direct debit authorization concerning the payment of any amounts to PrimeCredit that is rejected thus PrimeCredit did not receive it by the bank concerned;
Clause 5.1(i)	Clause 5.1(i)	Credit balance withdrawal fee Payable when I request to withdraw any credit balance from my Card Account by issuing (for the purpose of this sub-clause, a cheque drawn in my favour will be issued to me by PrimeCredit);
Clause 5.1(j)	Clause 5.1(j)	Foreign currency transaction fee Payable on Card Transaction 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 the <u>any transaction fee fees or surcharges</u> charged by <u>the relevant card associations and/or</u> PrimeCredit;
Clause 5.1 (k)(i)	Clause 5.1 (k)(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.
Clause 5.1 (k)(ii)	Clause 5.1 (k)(ii)	If I do not pay Statement Balance in full on or before the Payment Due Date, a finance charge will be applied, to the retail purchase on applicable rate. 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.
Clause 5.1 (k)(iii)	Clause 5.1 (k)(iii)	The applicable finance charge as is stipulated in the statement, or card mailer or notified by PrimeCredit to me in writing or by any other method as PrimeCredit may determine at its sole discretion, from time to time at its sole discretion will accrue and will be calculated on a daily basis.
Clause 5.2	Clause 5.2	I shall be liable for all Card Transaction Transactions (including all related Fees & Charges) even: (a) <u>even</u> 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) <u>even</u> if the Card Transaction is effected involuntarily; (c) after termination of my Card or this Agreement; or (d) <u>effected</u> under any of the circumstances <u>manner</u> stated in Clause 3.7.
Clause 5.3	Clause 5.3	I fully understand that Fees and Charges are calculated according to the rate currently applicable rate at the time and are subject to change by PrimeCredit at any time at its discretion <u>as stated in the monthly statement</u> or by advance notice given to me in accordance to <u>with</u> Clause 14.
Clause 6(a)	Clause 6(a)	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 or inaccuracy in any information or data stored in a Card containing a device capable of storing data or information (e.g. in the credit card chip) or where such stored information or data is inaccurate;
Clause 6(b)	Clause 6(b)	the exercise by PrimeCredit of its right to demand and procure the surrender of my Card prior to the expiry date embossed on its face, whether such demand and

		surrender are is made and/or procured by PrimeCredit or by any other person or by any Terminal;
Clause 6(c)	Clause 6(c)	suspension, cancellation or termination by PrimeCredit of my Card or my Card Account pursuant to Clause 15;
Clause 6(e)	Clause 6(e)	any misstatement, misrepresentation or omission in any details disclosed by PrimeCredit pursuant to Clause 12; or
Clause 6(f)	Clause 6(f)	my act of fraud, forgery, <u>willful default</u> or gross 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;
Clause 7.2	Clause 7.2	I agree to check my statement carefully and to <u>promptly</u> notify PrimeCredit immediately about <u>of</u> any incorrect or unauthorized Card Transaction Transactions shown <u>en</u> in the statement within 60 days of the statement date. Otherwise, I shall be deemed to have accepted and <u>be bound by</u> all the details contained in the statement. as true and accurate in all respects, except for details relating to any unauthorized Card Transaction arising from: (a) any default or negligence of PrimeCredit of its employee, agent or other service provider; or forgery or fraud by any third party and in relation to which PrimeCredit failed to exercise reasonable care and skill, or forgery or fraud by PrimeCredit's employee, agent or other service provider. (b) forgery or fraud by any third party and in relation to which PrimeCredit failed to exercise reasonable care and skill, or forgery or fraud by PrimeCredit's employee, agent or other service provider.
Clause 8.1	Clause 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 advance 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 applicable 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 <u>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.</u>
Clause 9	Clause 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 thinks <u>deems</u> fit from time to time: (a) all Fees and Charges billed; (b) <u>instalment instalment</u> amount in descending order according to the applicable rate and/or interest (if <u>there is</u> more than one <u>instalment instalment</u> plan); (c) outstanding cash advances amount; (d) outstanding retail purchases amount; (e) remaining portion of <u>the</u> outstanding balance in descending order according to the applicable rate and interest; (f) all any other amount owed by me to PrimeCredit under this Agreement; and (g) <u>any</u> Fees and Charges and <u>Transaction Instructions not yet shown any Card Transactions that have not appeared in any statement statements.</u> I understand that I may have a different payment order as PrimeCredit considers appropriate <u>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 without prior notice to me.</u>
Clause 10	Clause 10	Lost or theft of Card 10.1 I shall promptly report any loss, theft, <u>disclosure</u> or unauthorized use <u>or disclosure</u> 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 <u>relevant</u> card associations worldwide and change my PIN as soon as possible as applicable. I <u>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.</u>
	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 <u>relevant</u> card associations <u>Worldwide</u> receive <u>worldwide</u> receives any report of loss, theft, <u>disclosure</u> or unauthorized use or <u>disclosure</u> 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 Fee 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, and in which case PrimeCredit reserves the right to re-impose any late fee Late Fee or finance charge 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, <u>disclosure</u> or unauthorized use or <u>disclosure</u> of my Card and my PIN in accordance with this Clause 10, my maximum liability for <u>any</u> unauthorized Card Transaction Transactions occurring after such report is made (other than cash advance advances) <u>is shall be limited to HKD500 per Card.</u>
	10.5	I note that the limit 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 and/or , PIN or any security details related to my Card; or (b) if I have acted fraudulently or with gross negligence or <u>willfully defaulted</u> in using or safeguarding my Card and/or PIN or security details related to my Card. My failure to follow any <u>recommendation</u> recommendations of PrimeCredit from time to time regarding the safekeeping of my Card or PIN may be treated as gross negligence.
Clause 11.1	Clause 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 Late Fee and other Fees and Charges whether made in Hong Kong or abroad.
Clause 12.2	Clause 12.2	In addition to Clause 12.1, PrimeCredit is authorized to disclose my <u>personal</u> data: (a) to other parties and/or affiliated companies and/or <u>co-branding partners and/or</u> 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; and (c) to facilitate the processing of Card Transaction at any Terminal of such institution; and ...
Clause 12.3	Clause 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, by 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.

Clause 12.4	Clause 12.4	I shall, at any time, have the right to request access to information held by PrimeCredit concerning my Card Account information <u>me</u> . I also have the right to <u>request PrimeCredit</u> to update and correct such information in <u>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.</u>
Clause 13	Clause 13	(a) 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 in a statement or given in a manner PrimeCredit considers appropriate. Any notice of changes (including this Agreement), if delivered to my last known address by post or by other channels in accordance to Clause 14, shall be deemed to have been given 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 a such variation unless we return our Card(s) to PrimeCredit for termination before the date on which such variation takes effect. (b) 13.2 I may not assign the whole or 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.
Clause 14	Clause 14.1	I shall promptly notify PrimeCredit of any change in my personal information (including residence <u>my residential, office or mailing address, and/or telephone number(s), fax number(s) and/or email address(es)</u> and any change in <u>my financial and employment status</u>). I understand that each such mailing physical address provided to PrimeCredit shall always be in Hong Kong. In case such chosen mailing address is not accessible through mail or delivery, PrimeCredit has the option right to use other address(es) and any contact information held by PrimeCredit mentioned in this clause last known by it to communicate with me, such as by email, SMS, fax or letter.
Clause 15	Clause 15	Suspension or Termination 15.1 I understand that I may at any time terminate my Card or my supplementary card(s) Supplementary Card(s) (if applicable) by giving PrimeCredit written notice of termination 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 notice 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 by giving notice to my last known address in accordance with Clause 14, 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 (which should be cut into pieces and destroyed) 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 of anising under any Supplementary Cardholder(s) (if applicable) shall be automatically terminated; and (b) the total amount charged to my Card all sums

		owed by me to PrimeCredit under this Agreement (including all sums owed under the principal Card and every supplementary card Card) whether or not the amount made under the Card Transaction made has been posted to the Card Account, including the 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 cancellation or termination, I shall terminate or modify be responsible for terminating or modifying any autopay, direct debit authorization and other regular payment arrangement set-up arrangements myself with the relevant merchant or party merchants or parties.
Clause 16	Clause 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 <u>Statement Current Balance on my Card Account with the balance on any other account which I have in with PrimeCredit</u> without prior notice. If I am the <u>principal Principal Cardholder</u> , PrimeCredit's right will extend to the <u>Statement Current Balance of my Supplementary Cardholder(s) (if applicable)</u> . 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.
Clause 17.2	Clause 17.2	No person other than the Cardholder and PrimeCredit shall have any rights under the The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of HKSAR) shall not apply to enforce or to enjoy the benefit of any term of this Agreement and unless specifically herein provided no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

B) Newly Added to the Agreement

Clause No. under revised Agreement	Newly Added Content
Clause 1(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.
Clause 1(i)	"Current Balance" means the total amount outstanding on a Card Account at any point in time.
Clause 1(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.
Clause 1(p)	"Principal Cardholder" means the person to whom a principal Card is issued by PrimeCredit (but excluding the Supplementary Cardholder).
Clause 3.4(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.
Clause 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 term and conditions.
Clause 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.
Clause 4.2	Electronic Services

	(a) I understand that before using the Electronic Services, I should accept and be bound by the applicable term 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.
Clause 5.1(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.
Clause 6(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
Clause 6(h)	the refusal of any merchant or Terminal to accept my Card.
Clause 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.
Clause 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.
Clause 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.
Clause 12.2(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.
Clause 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.
Clause 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.

"Above amendment/newly added clauses are for reference only, detail please refer to the revised Cardholder Agreement. You may obtain a copy of the revised Cardholder Agreement on our website at www.primecredit.com after the Effective Date.

Please note that the revised Cardholder Agreement shall be binding on you if you continue to use your PrimeCredit credit card(s) on or after the Effective Date. If you decline to accept the related terms and conditions, you have the right to terminate your PrimeCredit credit card(s) by giving PrimeCredit written notice before the Effective Date.

If you have any enquiries, please call our PrimeCredit Credit Card 24-hour Customer Service Hotline at 2269 8899 (Classic Card) / 2269 8888 (Platinum Card) / 2269 8800 (Diamond Card).

If there is inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

Yours faithfully,
PrimeCredit Limited
April 2019