

安信二維碼服務之條款及細則

本不時修訂或進一步補充的條款及細則（「條款及細則」）適用於閣下登記、啟動及/或使用二維碼服務。當閣下登記、啟動及/或使用二維碼服務，即代表閣下確認已閱讀，明白及同意受本條款及細則約束。如閣下不接受本條款及細則，請勿登入、登記、啟動或使用有關服務。

1. 定義

除非內文特別規定，否則下列詞語具有如下的涵義：

- I. 「**信用卡**」指任何由安信所發出及不時指定為合資格的二維碼服務的信用卡，包括實體信用卡及/或電子信用卡。
- II. 「**持卡人**」，「**你**」及「**閣下**」指獲安信發行信用卡之人士，及如文義需要或允許，包括任何附屬卡之持有人。
- III. 「**持卡人協議**」指持卡人與安信之間不時修訂或進一步補充的有關協議（無論是以協議，條款及細則或任何其他形式），適用於並規範信用卡的使用。
- IV. 「**手機應用程式使用條款**」指不時修訂或進一步補充適用於並規範手機應用程式的使用的條款及細則。
- V. 「**手機應用程式**」指由安信開發的「OmyCard」手機應用程式及/或安信不時指定提供二維碼服務的手機應用程式，持卡人可從相關的官方軟件應用商店下載。
- VI. 「**流動裝置**」指智能手機、平板電腦或任何其他具有類似功能的流動裝置及由安信不時指定為適合安裝手機應用程式和二維碼服務的流動裝置類型或型號。

- VII. 「**安信**」指安信信貸有限公司及其繼承人和受讓人。
- VIII. 「**二維碼**」指透過手機應用程式產生之快速響應矩陣圖碼或獨特的二維條碼用作 (a) 以數碼形式顯示信用卡或 (b) 以作識別商戶以於二維碼交易中向該商戶付款 (c) 識別自動櫃員機，以便在二維碼交易中提取現金。
- IX. 「**二維碼服務**」指由安信透過手機應用程式提供的二維碼支付及二維碼提款。
- X. 「**二維碼支付**」指由安信透過手機應用程式提供的電子付款服務，並以下列之方式透過使用信用卡以執行付款交易 (a) 於指定的商戶電子終端機掃描由手機應用程式產生的二維碼或 (b) 使用手機應用程式掃描指定商戶提供的二維碼。
- XI. 「**二維碼提款**」指由安信透過手機應用程式提供的電子提款服務設立提款指示，並透過自動櫃員機提取現金，過程中無需使用實體信用卡。
- XII. 「**二維碼交易**」指透過二維碼支付向商戶收款人支付款項，及包括向賬單機構或商戶支付商品、服務及/或賬單，或透過二維碼提款於自動櫃員機提取現金。
- XIII. 「**保安資料**」指持卡人指定之保安資料，使安信用作驗證持卡人的身份以使用及登入二維碼支付、二維碼提款和手機應用程式，包括但不限於任何個人識別號碼 (即名為密碼)、指紋、面部特徵或其他生物特徵辨識或鑒定憑證。
- XIV. 「**自動櫃員機**」指貼有銀聯標誌的自動櫃員機及安信不時指定支援二維碼提款的自動櫃員機。

在本條款及細則內，單數詞包括複數詞，反之亦然；包含性別的詞包括每個性別。除非另有說明，否則「**條文**」均指本條款及細則內的條文。

2. 本條款及細則是對持卡人協議及手機應用程式使用條款的補充，並構成其一部分

- I. 本條款及細則就二維碼服務的登記、啟動及使用列明持卡人的權利及責任。
- II. 本條款及細則補充持卡人協議及手機應用程式使用條款並構成其一部分，本條款及細則的施行將附加於持卡人須遵守於持卡人協議及手機應用程式使用條款的條款。
- III. 持卡人協議及手機應用程式使用條款中的條款不會因信用卡登記於二維碼服務而改變。
- IV. 本條款及細則所用之詞語及字詞具在相關範圍內與持卡人協議及手機應用程式使用條款具有相同的含義。若本條款及細則的定義或條文與持卡人協議及手機應用程式使用條款有任何不一致或抵觸，就該不一致或抵觸的部份將以前者為準。

3. 一般

- I. 按照下述第 4 條 (使用二維碼支付) 中規定的方式進行二維碼交易，即代表持卡人正在授權向商戶以信用卡方式支付款項。持卡人確認該交易將被處理及相關金額將立即從信用卡賬戶中扣除，而無須 (a) 在電子終端機上刷信用卡；或 (b) 由持卡人提供的簽名或其他密碼 (保安資料除外) 以授權二維碼交易。
- II. 持卡人一經登記二維碼服務，即同時啟用二維碼支付及二維碼提款。
- III. 按照下述第 5 條 (使用二維碼提款) 中規定的方式進行二維碼交易，即代表持卡人正在透過手機應用程式以信用卡方式於自動櫃員機提取現金透支，持卡人確認該交易將被處理及相關金額將立即從信用卡賬戶以現金透支方式扣除，而過程中無需於自動櫃員機展示及/或插入實體卡。持卡人可透過手機應用程式設立提款指示，掃描自動櫃員機螢幕上顯示的二維碼，並在自動櫃員機上輸入該卡密碼，在安信不時指定的有效期內完成提取現金。

- IV. 二維碼服務應在安信不時指定及運行受支援之操作系統的流動裝置內使用。
- V. 二維碼服務之更新可能定期透過提供手機應用程式的官方軟件應用商店內發布。一些流動裝置將自動下載有關更新，另一些流動裝置或須持卡人自行下載有關更新。根據不同更新，持卡人可能無法使用二維碼服務直至已下載最新版本的手機應用程式。為了使用二維碼服務，持卡人有責任確保已下載最新版本的手機應用程式在持卡人的流動裝置內。
- VI. 手機應用程式及二維碼服務不擬於其使用與任何法律或法規相抵觸或安信沒有被許可或授權提供二維碼服務的任何司法管轄區內使用。
- VII. 安信保留修改，暫時或永久終止二維碼服務的權利。

4. 使用二維碼支付

- I. 為登記二維碼支付，持卡人必須：
 - (a) 持有有效的信用卡及該信用卡賬戶須有良好的信貸狀況;
 - (b) 下載最新版本手機應用程式於流動裝置;
 - (c) 登記成為手機應用程式之用戶; 及
 - (d) 登記信用卡至二維碼支付及按手機應用程式要求設定保安資料並需使用具備相機功能的流動裝置及授權手機應用程式使用相機功能。
 - (e) 由安信不時要求的其他步驟
- II. 使用二維碼支付，持卡人必須使用保安資料登入手機應用程式。然後，持卡人須：
 - (a) 根據下述之第 4.IV 條，於指定商戶的電子終端機掃描由手機應用程式產生的二維碼或使用手機應用程式掃描指定商戶提供的二維碼;

- (b) 輸入二維碼交易的資料 (如需要); 及
 - (c) 在手機應用程式內輸入保安資料以授權二維碼交易。
- III. 安信保留權利不給予原因，隨時 (a) 拒絕持卡人之二維碼支付登記 (b) 拒絕任何信用卡登記二維碼支付 (c) 暫停、取消或終止已在二維碼支付登記的信用卡 (d) 禁止持卡人登入手機應用程式及二維碼支付或 (e) 隨時拒絕任何二維碼交易而無須提供任何原因。安信不會對閣下因此直接或間接地引起、導致或與之相關之任何性質的損失、損害、支出或費用負責。
- IV. 持卡人明白即使你的實體或電子信用卡獲一些商戶接受，但該商戶亦有可能不接受經由手機應用程式(包括二維碼支付) 付款。

5. 使用二維碼提款

- I. 如閣下欲登記二維碼提款，持卡人必須：
- (a) 持有有效的信用卡及該信用卡的賬戶須有良好的信貸狀況;
 - (b) 下載最新版本手機應用程式於流動裝置;
 - (c) 登記成為手機應用程式之用戶;
 - (d) 登記信用卡至二維碼提款及按手機應用程式或要求設定保安資料。
 - (e) 使用備有相機功能的流動裝置並授權手機應用程式使用相機功能。
 - (f) 由安信不時要求的其他步驟
- II. 使用二維碼提款，持卡人必須使用保安資料登入手機應用程式。然後，持卡人須：
- (a) 於應用程式設立現金提款指示；

- (b) 親身前往支援二維碼提款的自動櫃員機選擇以二維碼作提款；
- (c) 掃瞄於自動櫃員機螢幕上顯示的二維碼並於自動櫃員機輸入信用卡密碼；
- (d) 閣下可透過手機應用程式於提款前及由安信不時指定的有效期內取消二維碼提款指示；
- (e) 閣下需於有效期內完成二維碼提款，否則該指示將會被自動取消而毋須另行通知及每日提款限額視乎信用卡可用額度而定；

- III. 信用卡密碼一經輸入相關自動櫃員機，您即不能取消二維碼提款指示。如您未在時限內完成二維碼提款，您的提款指示即過期無效，而無需事先通知。
- IV. 閣下於任何時候僅可設立一筆二維碼提款指示。
- V. 二維碼提款的所有交易將載於有關信用卡結單上。
- VI. 閣下在進行二維碼提款時，需確保信用卡賬戶有可用並足夠的信用額，否則安信不會執行該提款指示。
- VII. 安信保留權利不給予原因，隨時 (a) 拒絕持卡人之二維碼提款登記 (b) 拒絕任何信用卡登記二維碼提款 (c) 暫停、取消或終止已在二維碼提款登記的信用卡 (d) 禁止持卡人登入手機應用程式及二維碼提款或 (e) 隨時拒絕任何二維碼提款交易而無須提供任何原因。安信不會對閣下因此直接或間接地引起、導致或與之相關之任何性質的損失、損害、支出或費用負責。
- VIII. 持卡人明白即使你的實體信用卡獲一些自動櫃員機接受，但該自動櫃員機亦有可能不接受以二維碼作提款。
- IX. 使用二維碼提款所需之現金透支收費與使用信用卡透支相同。

6. 保安資料及採取保安措施的責任

- I. 持卡人須根據安信指示設定的保安資料以登入手機應用程式及使用二維碼服務。該保安資料是用作驗證持卡人之身份使其能登入及使用手機應用程式以執行任何二維碼交易。
- II. 持卡人有責任對保安資料保密及採取合理的措施確保保安資料安全以防止任何欺詐或未經授權使用或登入二維碼服務以使用信用卡。在不損害持卡人協議及手機應用程式使用條款的前提下，持卡人同意：
 - (a) 依照安信提供的所有指引及指示正確登入及使用二維碼服務，包括設定及如何保密地保管任何保安資料；
 - (b) 不在任何於流動裝置或操作系統的供應商支援或保修的配置範圍外經修改的流動裝置或操作系統上使用手機應用程式(包括二維碼服務)。該等流動裝置包括裝有盜版，破解版，偽造及/或未獲授權應用程式或被自行解除軟件鎖定功能或已開放根目錄權限的軟件操作系統。該等流動裝置包括被破解或已開放根目錄權限的裝置。被破解或已開放根目錄權限的流動裝置是指未經流動裝置服務供應商及電話製造商批准而自行解除其所設限制的流動裝置。
 - (c) 不要選擇或採用任何被視為易於獲取的個人資料或任何其他人士容易猜測或複制的保安資料；
 - (d) 不得向任何人士 (包括安信員工) 披露保安資料，或者准許任何人士 (包括安信員工) 使用其保安資料；
 - (e) 不得登記或容許其他人士於持卡人的流動裝置內儲存其他人士的保安資料；
 - (f) 妥善保管並定期更改保安資料；
 - (g) 確保任何顯示或儲存在流動裝置上的資料保密；

- (h) 防止意外或未經授權披露或未經授權使用保安資料; 以及
- (i) 在棄置流動裝置之前, 刪除在二維碼服務中已登記的任何信用卡或已存取於手機應用程式的保安資料, 並刪除流動裝置上的手機應用程式。

7. 使用已登記二維碼服務的信用卡

- I. 安信配予信用卡的任何信用限額亦適用於二維碼服務。換言之, 二維碼服務不會獲配予任何額外或另外的信用限額。但安信保留權利不時設定及修改二維碼支付及/或二維碼提款的任何信用限額。
- II. 安信保留權利不時設定及修改持卡人在使用二維碼服務時之任何最高或最低二維碼交易限額。
- III. 持卡人絕對有責任確保二維碼交易的數據和任何交易資料 (包括付款金額及/或提款金額) 均為準確且完整, 才確認或執行二維碼交易。安信對二維碼或任何交易資料中出現的任何錯誤概不負責。當二維碼交易被錯誤地執行, 例如付款被轉移到錯誤的商戶, 安信不承擔責任代表持卡人討回相關款項。
- IV. 持卡人協議中列明的所有相關利息、費用及收費將繼續適用於持卡人使用任何二維碼交易。持卡人應對所有相關利息、費用及收費負責並支付。
- V. 持卡人須承擔安信或其他第三方 (如流動網絡營運商等) 就登記、啟動或使用手機應用程式 (包括二維碼服務) 所徵收的所有費用、收費、成本及開支。
- VI. 持卡人同意其不得以二維碼服務用作任何非法或違法購買或用途。
- VII. 持卡人必須遵守所有規管卡人下載手機應用程式, 或登入或使用手機應用程式或二維碼服

務之適用的法律和法規。

8. 優惠券

- I. 安信將不定時於手機應用程式內提供各種的優惠券予已登記二維碼支付的持卡人使用。
- II. 持卡人明白優惠券是由參與之商戶提供以作宣傳之用。優惠券僅在有限的時間內有效，參與之商戶可隨時修改或取消優惠券。
- III. 優惠券受參與之商戶所列的條款和細則約束。
- IV. 持卡人明白安信僅代表參與之商戶提供平台下載，營銷，獲取或發放優惠券。
- V. 在法律允許的範圍內，安信不會對優惠券提供任何方式的保證或條件（不論明示或隱含）。因優惠券而產生或與之有關的任何爭議或損失，一概由持卡人和相關參與之商戶直接自行解決，安信不承擔任何責任。

9. 持卡人的責任

- I. 持卡人應對在二維碼交易中已於信用卡賬戶入賬的所有金額負責，不論該交易是否經持卡人授權或被持卡人錯誤地執行。
- II. 安信不會因持卡人就商戶透過二維碼支付提供的產品或服務的質素、價格或價值或該產品或服務的問題對持卡人負責。持卡人應直接與任何商戶解決任何索償或糾紛。任何對商戶的索償均不得使持卡人對安信提出任何抵銷或反索賠。安信不會對持卡人就任何自動櫃員機服務或功能負責，包括但不限於並非由安信提供與二維碼提款相關的任何電子設備、軟件、基礎設施或其他電子服務。持卡人無權因上述之情況暫援繳付任何款項予安信。

- III. 在不影響本條款及細則及持卡人協議中的任何規定的情況下，持卡人特此同意賠償安信並使其免受因持卡人 (a) 不遵守本條款及細則或持卡人協議；或 (b) 欺詐，故意違約或嚴重疏忽使用手機應用程式使用二維碼服務而直接或間接地引起、導致或與之相關之任何損失，損害，支出或費用而負責。

10. 安信的責任限制

- I. 即使安信作出一切商業上合理努力以提供二維碼服務，持卡人知悉並同意二維碼服務的表現和操作將取決於各種因素，包括網絡連接性，流動裝置的性能，手機應用程式的功能性和任何其他第三方服務提供商 (包括但不限於流動網絡營運商或網站主機等)。
- II. 就任何不受安信合理控制範圍下及即使作出了一切合理的努力仍不可避免的原因以致二維碼服務部分或全部暫停、故障、中斷或延遲，安信將無須為此承擔責任。
- III. 二維碼服務服務是按「按原狀」及「按提供」的基礎上提供予持卡人。在法律允許的範圍內，安信不會就二維碼服務的功能提供任何方式的保證或條件 (不論明示或隱含)，包括但不限於其狀態，品質、表現、商業適售性、技術、特定目的之適用性、及時性或不侵犯第三方權利，或其安全、無錯誤或功能不受干擾的保證。安信無法保證透過使用二維碼服務不會傳播病毒，或其他有害或破壞性性能或不會對流動裝置造成任何損害。
- IV. 安信保留不時設定及更改使用相關功能的權利，包括以二維碼提款作取款的有效時限 (時限)、最低及 / 或最高提款金額，不論是以每天、每月、每筆提款還是以其他標準施加的限制，以及提款貨幣。支援二維碼提款的櫃員機亦可不時就提款時間、提款金額及提款貨幣設置限制。安信不能保證或擔保此類自動櫃員機的可用性、可訪問性、功能和安全性。

V. 持卡人明白並同意：

- (a) 使用二維碼服務的風險全由閣下獨自承擔；
- (b) 持卡人自行決定及承擔通過使用二維碼服務所下載或獲得任何資料或信息的風險。持卡人應對因下載、獲取或使用有關資料或信息而造成對其流動裝置的任何損壞或任何資料遺失承擔全部責任；及
- (c) 由閣下獨自負責確保對流動裝置及/或該裝置中的任何資料有足夠保護和備份，採取合理和適當的預防措施來防範電腦病毒或其他破壞性性能，及防止任何電腦病毒傳播到流動裝置。

VI. 在不損害本條文規定的前提下，安信對因以下任何情況直接或間接地引起、導致或與之相關的任何性質的損失、損害、支出或費用概不負責：

- (a) 商戶拒絕完成二維碼交易或無法接受二維碼支付為付款方式；
- (b) 不準確或不完整或未能反映持卡人原本意願的二維碼交易之二維碼或任何交易資料；
- (c) 因手機應用程式的任何暫停、失效、中斷、延遲或故障而無法完成的二維碼交易；或
- (d) 持卡人未遵守本條款及細則（以及持卡人協議）中的任何規定。

VII. 即使本條款及細則載有任何其他相反的條文，安信沒有任何性質的義務向任何人士提供或繼續提供二維碼服務。

VIII. 為免生疑問，本條款及細則中的任何內容並不旨在排除或限制任何法律上可能無法排除或限制的條件，保證，權利或責任。

11. 終止

- I. 安信可以全權及絕對酌情權決定隨時封鎖、暫停、撤回、取消或終止使用手機應用程式、二維碼服務及/或已登記二維碼服務的信用卡 (無論持卡人之實體及/或電子信用卡是否以相同方式處理), 而無需任何理由或通知持卡人。
- II. 對於上述任何原因以致持卡人直接或間接地蒙受或招致的任何性質的損失、損害、支出或費用, 安信概不負責。
- III. 持卡人明白移除已登記於二維碼服務服務的信用卡不會影響實體信用卡及/或電子信用卡及/或手機應用程式的使用。
- IV. 為免生疑問, 當已登記於二維碼服務的信用卡 (不論以甚麼形式) 因任何原因到期、暫停或終止時, 使用該信用卡作任何二維碼服務亦會同時被終止。
- V. 不論如何引起之任何終止使用信用卡及/或使用於手機應用程式內已登記二維碼服務之信用卡, 將不會影響持卡人在該終止日前所累算的任何權利或義務。

12. 遺失、被竊或遭未經授權使用二維碼服務

- I. 若持卡人知道或懷疑 (a) 持卡人用作登入二維碼服務的流動裝置已遺失、被竊或被篡改, (b) 任何未經授權下登入或使用二維碼服務或流動裝置或手機應用程式, (c) 任何未經授權下披露保安資料或 (d) 其他人得知保安資料, 持卡人須即時報告此類事件予安信。
- II. 若持卡人相信用以登入手機應用程式或二維碼服務的保安資料遭到盜竊, 持卡人應立即更改保安資料, 以免二維碼服務遭未經授權使用。
- III. 在安信收到任何此類事件的報告前(不論該報告有否發生), 持卡人須對所有未經授權的二維碼交易負責。

13. 修訂

安信可不時通過書面通知以及按安信認為適當的方式通知持卡人修訂本條款及細則中的條文。此修訂將在安信的通知中指定的生效日期對持卡人生效並具有約束力。如果持卡人在該等修訂的生效日期之後仍然保留信用卡及/或使用二維碼服務，持卡人將被視為已接受該等修訂。如果持卡人不接受該等修訂，持卡人應在該等修訂的生效日期之前移除所有已登記二維碼服務的信用卡。

14. 規管法律

本條款及細則須受香港特別行政區的法律管轄，並按香港特別行政區法律詮釋。持卡人同意接受香港法院的非專屬司法管轄權管轄，但條款及細則亦可在任何具司法管轄權的法院執行。

15. 第三方權利

除持卡人及安信以外，沒有其他人士有權按《合約(第三者權利)條例》(香港法例第 623 章)執行此等條款及細則的任何條文，或享有此等條款及細則的任何條文下的利益。

16. 分割

本條款及細則中各項條文均可跟其餘條文分割。若在任何時候，有任何條文在香港法律或任何其他司法管轄區的法律下在任何方面變成非法，無效或不能被執行，其餘條文的合法性，有效性或應執行性均不受任何影響。

17. 語言

本條款及細則的中，英文版本如有任何不一致或抵觸，概以英文版本為準。

Terms and Conditions for PrimeCredit QR Code Services

These terms and conditions (as amended or supplemented from time to time, collectively the (“**Terms and Conditions**”)) apply when you register, activate and/or use the QR Code Services. By registering, activating and/or using the QR Code Services, you acknowledge that you have read, understood and agreed to the Terms and Conditions, which will be binding on you. If you do not accept the Terms and Conditions, please do not access, register, activate or use such services.

1. Definitions

Unless the context otherwise requires, the following words have the following meanings:

- I. **“Card”** means any credit card, whether in physical form or electronic form, issued by PrimeCredit, which PrimeCredit may specify from time to time as being eligible for the QR Code Services.
- II. **“Cardholder”, “you” and “your”** means the person whom the Card is issued to by PrimeCredit, and where the context requires or permits, includes any supplementary cardholders.
- III. **“Cardholder Agreement”** means the relevant agreement between the Cardholder and PrimeCredit as amended or supplemented from time to time (whether in the form of an agreement, terms and conditions or any other form) that applies to and governs the use of the Card.
- IV. **“Conditions of Use of the Mobile Application”** means the terms and conditions as amended or further supplemented from time to time that applies to and governs the use of the Mobile Application.
- V. **“Mobile Application”** means the “OmyCard” mobile application developed by PrimeCredit and/or any mobile application specified by PrimeCredit from time to time that provides the QR Code Services, which the Cardholder may download from the supplying online mobile application stores.
- VI. **“Mobile Device”** means a smartphone, tablet or any other mobile device of such type or model as PrimeCredit may specify from time to time, which has the Mobile Application installed and is being eligible for QR Code Services.
- VII. **“PrimeCredit”** means PrimeCredit Limited and its successors and assigns.
- VIII. **“QR Code”** means a quick response code or the unique two-dimensional barcode generated by the Mobile Application as (a) a digital representation of the Card; (b) to identify a merchant for the purpose of making payment to such merchant in a QR Transaction (c) to identify an ATM for the purpose of making cash withdrawal from it in a QR Transaction.
- IX. **“QR Code Services”** means QR Code Payment and QR Code Cash via Mobile Application which provided by PrimeCredit.

- x. **“QR Code Payment”** means the electronic payment services made available by PrimeCredit through the Mobile Application which enables a payment transaction to be executed through the use of the Card in the following manner: (a) scanning the QR Code generated by the Mobile Application at a designated merchant electronic terminal; or (b) using the Mobile Application to scan the QR Code provided by a designated merchant.
- xi. **“QR Code Cash”** means the electronic cash withdrawal service provided by PrimeCredit through the Mobile Application to set up a withdrawal instruction and withdraw cash through an ATM without using a physical credit card.
- xii. **“QR Transaction”** means a payment made to a merchant payee by utilizing the QR Code Payment and includes payment for goods, services and/or bills to a billing organization or merchant or withdraw cash through an ATM by QR Code Cash.
- xiii. **“Security Details”** means the security information designated by the Cardholder that is used by PrimeCredit to authenticate the identity of the Cardholder for the use and access of the QR Code Payment, QR Code Cash as well as the Mobile Application, which includes but is not limited to any personal identification numbers (also known as a PIN), fingerprints, facial features or other biometric or identification credentials.
- xiv. **“ATM”** means the automated teller machine with the UnionPay logo or any automated teller machine that supports the QR Code Cash specified by PrimeCredit from time to time.

In the Terms and Conditions, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to “Clauses” means the clauses of these Terms and Conditions.

2. The Terms and Conditions are in addition to and shall be read in conjunction with the Cardholder Agreement and the Conditions of Use of the Mobile Application

- I. The Terms and Conditions set out the rights and obligations of the Cardholder in connection with the registration, activation and use of the QR Code Services.
- II. The Terms and Conditions shall supplement the provisions of the Cardholder Agreement and the Conditions of Use of the Mobile Application, which the Cardholder shall remain subject to.
- III. The terms and conditions of the Cardholder Agreement and the Conditions of Use of the Mobile Application shall not change when a Card is registered for the QR Code Services.
- IV. The wordings and expressions used in the Terms and Conditions shall, to the extent relevant, have the same meaning as the Cardholder Agreement and the Conditions of Use of the Mobile Application. In the case of any inconsistency or conflict between the definitions or provisions of the Terms and Conditions and the Cardholder Agreement and the Conditions of Use of the Mobile Application, the definitions or provisions of the Terms and Conditions shall prevail to the extent of such inconsistency or conflict.

3. General

- I. By making a QR Transaction in the manner stipulated in Clause 4 (*To use the QR Code Payment*) below, the Cardholder is authorizing payment to be made to a merchant using a Card as a method of payment. The Cardholder acknowledges that such transaction will be processed and the relevant amount will be debited to the Card Account immediately without requiring (a) the Card to be swiped at an electronic terminal; or (b) the Cardholder's signature or other PIN or password (other than the Security Details) to be provided by the Cardholder to authorize the QR Transaction.
- II. Both QR Code Payment and QR Code Cash will be active once Cardholder registered QR Code Services.
- III. By making a QR Transaction in the manner stipulated in Clause 5 below (*To use the QR Code Cash*) means that the cardholder is using a Card as a method of cash withdrawal to be made by an ATM through the Mobile Application, and the Cardholder confirms that the transaction will be processed and related amount will be debited from the Card account as cash advance immediately without present or insert a physical card into an ATM during the process. Cardholder can set up a cash withdrawal instruction through Mobile Application and then scan the QR Code that shown on the screen of an ATM and enter the Card PIN at the ATM to complete the cash withdrawal within validity period that designated by PrimeCredit from time to time.
- IV. The QR Code Services should be used on a Mobile Device running an operating system supported and specified by PrimeCredit from time to time.
- V. Updates to the QR Code Services may be issued periodically through the supplying mobile application store for the Mobile Application. For some Mobile Devices, updates will be downloaded automatically. For other Mobile Devices, the Cardholder will need to download the updates themselves. Depending on the update, the Cardholder may not be able to use the QR Code Services until the latest version of the Mobile Application has been downloaded. The Cardholder is fully responsible for ensuring the latest version has been downloaded to the Cardholder's Mobile Device for the purpose of using the QR Code Services.
- VI. The Mobile Application and the QR Code Services are not intended for use in any jurisdiction where its use would be contrary to any law or regulation of that jurisdiction or where PrimeCredit is not licensed or authorized to provide the QR Code Services.
- VII. PrimeCredit reserves the right to modify, discontinue, temporarily or permanently, the QR Code Services.

4. To use the QR Code Payment

- I. To register the QR Code Payment, the Cardholder must first:
 - (a) possess a valid Card and the underlying account associated with the Card must be in good financial standing;
 - (b) download the latest version of the Mobile Application on the Mobile Device;
 - (c) register as a user of the Mobile Application;
 - (d) register a Card to the QR Code Payment and set up Security Details as required by the Mobile Application; and use a Mobile Device with camera function and authorize the Mobile Application to use the camera function.
 - (e) take any other steps as required by PrimeCredit from time to time.
- II. To use the QR Code Payment, the Cardholder must login to the Mobile Application using the Security

Details. Thereafter, the Cardholder shall:

- (a) subject to Clause 4.IV below, scan the QR Code generated by the Mobile Application at a designated merchant electronic terminal or use the Mobile Application to scan the QR Code provided by a designated merchant;
 - (b) enter the QR Transaction details, if necessary; and
 - (c) authorize the QR Transaction by entering the Security Details in the Mobile Application.
- III. PrimeCredit reserves the right to (a) decline the Cardholder's registration to use the QR Code Payment, (b) decline the registration of any Card for the QR Code Payment, (c) suspend, cancel or terminate the Card registered in the QR Code Payment or (d) block the Cardholder from accessing the Mobile Application and the QR Code Payment or (e) decline any QR Code Payment transaction at any time without reason. PrimeCredit shall not be liable for any loss, damage, cost or expense of whatsoever nature suffered by the Cardholder directly or indirectly caused by, resulting from or in connection with any of the above decisions being made by PrimeCredit.
- IV. The Cardholder acknowledges that some merchants may not accept payments made through the Mobile Application (including the QR Code Payment) even though these merchants may accept your Card in physical form or other electronic forms.

5. To use the QR Code Cash

- I. To register the QR Code Cash, the Cardholder must first:
- (a) possess a valid Card and the underlying account associated with the Card must be in good financial standing;
 - (b) download the latest version of the Mobile Application on the Mobile Device;
 - (c) register as a user of the Mobile Application;
 - (d) register a Card to the QR Code Cash and set up Security Details as required by the Mobile Application; and
 - (e) use a Mobile Device with camera function and authorize the Mobile Application to use the camera function.
 - (f) take any other steps as required by PrimeCredit from time to time.
- II. To use the QR Code Cash, the Cardholder must login to the Mobile Application using the Security Details. Thereafter, the Cardholder shall:
- (a) Set up a cash withdrawal instruction in the app;
 - (b) Go to an ATM that supports QR Code Cash in person and select QR Code cash withdrawal;
 - (c) Scan the QR Code shown on the ATM screen and enter the Card PIN to the ATM;
 - (d) You can cancel the QR Code Cash instruction through the mobile app before cash withdrawal and within the validity period that designated by PrimeCredit from time to time;;
 - (e) You need to complete the QR Code Cash within the validity period, otherwise the instruction will be automatically cancelled without prior notice and the daily withdrawal limit is subject to the credit card available limit;

- III. Once the Card PIN is entered into the ATM, you cannot cancel the QR Code Cash instruction. If you do not complete the QR Code Cash withdrawal within the time limit, the withdrawal instruction will expire without prior notice.
- IV. You can only place one QR Code Cash instruction at any one time.
- V. All transactions of QR Code Cash will be stated on the relevant Card statement.
- VI. When you perform QR Code Cash withdrawal, you need to ensure that your Card account has available and sufficient credit limited, otherwise PrimeCredit will not execute the withdrawal instruction.
- VII. PrimeCredit reserves the right to (a) decline the Cardholder's registration to use the QR Code Cash, (b) decline the registration of any Card for the QR Code Cash (c) suspend, cancel or terminate the Card registered in the QR Code Cash (d) block the Cardholder from accessing the Mobile Application and the QR Code Cash or (e) decline any QR Code Cash transaction at any time without reason. PrimeCredit shall not be liable for any loss, damage, cost or expense of whatsoever nature suffered by the Cardholder directly or indirectly caused by, resulting from or in connection with any of the above decisions being made by PrimeCredit.
- VIII. Cardholder acknowledges that even if your physical Card is accepted by some ATM, the ATMs may not accept QR code withdrawals.
- IX. The cash advance fee required for withdrawal using the QR Code Cash is the same as that for using a Card.

6. Security Details and the responsibility to take security precautions

- I. The Cardholder must set up Security Details in accordance with Prime Credit's instructions in order to access the Mobile Application and to use the QR Code Services. The Security Details are used to authenticate the identity of the Cardholder to enable him or her access and use the Mobile Application and carry out any QR Transaction.
- II. The Cardholder is responsible for keeping the Security Details confidential and to take reasonable measures to keep the Security Details secure so as to prevent any fraud or unauthorized use or access to the Card through the QR Code Services. Without prejudice to the Cardholder Agreement and the Conditions of Use of the Mobile Application, the Cardholder agrees:
 - (a) to follow all guidance and instructions provided by PrimeCredit regarding the proper access to and use of the QR Code Services, including the designation of and how to securely store any Security Details;
 - (b) not to use the Mobile Application (including the QR Code Services) on any Mobile Device or operating system that has been modified outside the Mobile Device or its operating system's vendor-supported or warranted configurations. This includes devices containing pirated, hacked, fake and/or unauthorized applications or in which the software lockdown feature has been overridden or root access to its software operating system has been obtained. This also includes Mobile Devices that have been "jail-broken" or "rooted". A jail broken or rooted Mobile Device means one that has been freed from the limitations imposed on it by the Mobile Device's service provider or manufacturer without their approval;

- (c) not to choose or adopt any Security Details that are considered to be easily accessible personal information or are easy to guess or replicate by any other person;
- (d) not to disclose any Security Details to any other person (including the staff of PrimeCredit) or permit any other person (including the staff of PrimeCredit) to use the same;
- (e) not to register or allow anyone else to store the Security Details of any person other than the Cardholder in the Mobile Device;
- (f) to keep the Security Details safe and change it regularly;
- (g) to keep any information shown or stored on the Mobile Device secure;
- (h) to safeguard against accidental or unauthorized disclosure or unauthorized use of the Security Details; and
- (i) to remove any Card registered to the QR Code Services or Security Details stored in the Mobile Application and to delete the Mobile Application on the Mobile Device before disposing of the Mobile Device.

7. Using the Card registered in the QR Code Services

- I. Any credit limit assigned to the Card by PrimeCredit shall also apply to the QR Code Services. In other words, no additional or separate credit limit will be assigned for the QR Code Services. However, PrimeCredit reserves the right to set and vary any credit limit assigned to the QR Code Payment and/or QR Code Cash from time to time.
- II. PrimeCredit reserves the right to impose or amend any maximum or minimum QR Transaction limits at any time in connection with the Cardholder's use of the QR Code Services.
- III. The Cardholder is fully responsible for ensuring that the captured data from the QR Code and any transaction data (such as the payment amount and/or withdrawal amount) are accurate and complete before confirming or executing a QR Transaction. PrimeCredit is not responsible for any error contained in the QR Code or any transaction data. Where a QR Transaction is executed in error, for instance where payment is transferred to the wrong merchant, PrimeCredit will not be responsible for recovering the relevant payment on behalf of the Cardholder.
- IV. All relevant interest, fees and charges set out in the Cardholder Agreement will remain applicable to and payable by the Cardholder for the purpose of any QR Transaction. The Cardholder shall be responsible for all such interest, fees and charges.
- V. The Cardholder shall bear all relevant fees, charges, costs and expenses which may be imposed by PrimeCredit or other third parties such as mobile network operators in relation to the registration, activation or use of the Mobile Application (including the QR Code Services).
- VI. The Cardholder agrees that he or she shall not use the QR Code Services for any illegal or unlawful purchases or purposes.
- VII. The Cardholder must comply with all applicable laws and regulations that govern the Cardholder's download of the Mobile Application, or access or use of the Mobile Application or the QR Code Services.

8. Coupons

- I. PrimeCredit may, from time to time, make various coupons available in the Mobile Application for Cardholders who have registered for the QR Code Payment.
- II. The Cardholder acknowledges that the coupons are provided by participating merchants for promotional purposes. The coupons are valid for a limited time only and may be modified or cancelled by participating merchants at any time.
- III. The coupons are subject to the terms and conditions imposed by the participating merchants.
- IV. The Cardholder acknowledges that PrimeCredit only provides a platform for the downloading, marketing, obtaining or issuing of the coupons on behalf of participating merchants.
- V. To the extent permitted by law, no warranty or condition of any kind, whether express or implied, is given by PrimeCredit in respect of the coupons. Any disputes or losses arising from or in connection with the coupons shall be resolved directly between the Cardholder and the relevant participating merchants. PrimeCredit shall not be responsible in any respect.

9. Cardholder's liability

- I. The Cardholder shall be liable for all amounts in the QR Transactions that are debited to the Card Account, whether or not such transactions have been authorized by the Cardholder or if executed by the Cardholder in error.
- II. PrimeCredit shall not be liable to the Cardholder for the quality, price or value of the goods or services supplied by merchants through the QR Code Payment, or any defects in such goods or services. Any claims or disputes against any merchant shall be directly resolved by the Cardholder. No claim against a merchant shall enable the Cardholder to any set-off or counterclaim against PrimeCredit. PrimeCredit shall not be liable to the Cardholder for any ATM service or function including without limitation to any electronic equipment, software, infrastructure or other electronic services that are not provided by PrimeCredit associated with the QR Code Cash. The Cardholder is not entitled to withhold any payment from PrimeCredit because of the above situations.
- III. Without prejudice to any provision in the Terms and Conditions and the Cardholder Agreement, the Cardholder hereby agrees to indemnify and hold harmless PrimeCredit from any loss, damage, cost or expense arising from or in connection with his or her use of the QR Code Services directly or indirectly caused by, resulting from or in connection with the Cardholder's (a) failure to comply with the Terms and Conditions or the Cardholder Agreement; or (b) fraudulent, willful default or gross negligent use of the Mobile Application.

10. Limitation of PrimeCredit's liability

- I. While PrimeCredit makes commercially reasonable efforts to provide the QR Code Services, the Cardholder acknowledges and accepts that the performance and operation of the QR Code Services will depend on various factors, including network connectivity, performance of the Mobile Device, the functionality of the Mobile Application and any other third party service providers (including without limitation mobile network operators or website hosts, etc.).

- II. PrimeCredit will not be liable to you for any suspension, failure, interruption or delay in the QR Code Services, in part or in full, due to any factor that is not under PrimeCredit's reasonable control and the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.
- III. The QR Code Services are provided to the Cardholder on an "as is" and "as available" basis. To the extent permitted by law, no warranty or condition of any kind, whether express or implied, is given by PrimeCredit in relation to the functionality of the QR Code Services, including without limitation any warranty on its condition, quality, performance, merchantability, workmanship, fitness for any particular purpose, timeliness or non-infringement of third party rights, or that it is secure, error-free or will function without interruption. PrimeCredit cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Mobile Device through the use of the QR Code Services.
- IV. PrimeCredit reserves the right to set and change related functions from time to time, including the QR Code Cash withdrawal validity period (time limit), minimum and/or maximum withdrawal amount of withdrawal, whether daily, per Monthly, per withdrawal or other criteria limits and withdrawal currency. Any ATM that supported QR Code Cash may also set limits on withdrawal time, withdrawal amount and withdrawal currency from time to time. PrimeCredit cannot guarantee or warrant the availability, accessibility, functionality and security of such ATM.
- V. The Cardholder understands and agrees that:
 - (a) the use of the QR Code Services is at his or her sole risk;
 - (b) the downloading or the obtaining of any material or information through the use of the QR Code Services is at his or her own risk and discretion. The Cardholder is solely responsible for any damage to his or her Mobile Device or the loss of any data from downloading, obtaining or using such material or information; and
 - (c) he or she is solely responsible for ensuring adequate protection and back up of the Mobile Device and/or any data within such device, taking reasonable and appropriate precautions against computer viruses or other destructive properties and for preventing the transmission of any computer viruses to the Mobile Device.
- VI. Without prejudice to the provisions in this clause, PrimeCredit will not be liable for any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with any of the following circumstances:
 - (a) a merchant refuses to complete a QR Transaction or is unable to accept QR Code Payment as a method of payment;
 - (b) a QR Code or any transaction data that is not accurate or complete or does not reflect the QR Transaction that the Cardholder intends to carry out;
 - (c) a QR Transaction fails to complete due to any suspension, failure, interruption, delay or malfunction of the Mobile Application; or
 - (d) the Cardholder fails to comply with any provision in the Terms and Conditions (and the Cardholder Agreement).
- VII. Notwithstanding any other provisions of the Terms and Conditions to the contrary, PrimeCredit shall have no obligation of any nature whatsoever to provide or continue to provide the QR Code Services to any person.

VIII. For the avoidance of doubt, nothing in the Terms and Conditions is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

11. Termination

- I. PrimeCredit may, at its sole and absolute discretion, block, suspend, withdraw, cancel or terminate the use of the Mobile Application, QR Code Services and/or the Card registered in the QR Code Services (whether or not it does the same to the Cardholder's Card in physical and/or electronic form) at any time without any reason or notice given to the Cardholder.
- II. PrimeCredit shall not be liable for any loss, damage, cost or expense of whatever nature, suffered or incurred whether directly or indirectly by the Cardholder as a result of any of the foregoing.
- III. The Cardholder acknowledges that removal of the Card that is registered in the QR Code Services will not affect the use of the Card in physical and/or other electronic forms and/or the Mobile Application itself.
- IV. For the avoidance of doubt, upon the expiration, suspension or termination of the Card (in whatever form) that is registered in the QR Code Services for any reason, use of such Card for any QR Code Services shall cease at the same time.
- V. Any termination of the use of the Card and/or use of Card registered in the QR Code Services under the Mobile Application howsoever caused shall not affect any rights or liabilities which have accrued against the Cardholder prior to the date of such termination.

12. Loss, theft or unauthorized use of the QR Code Services

- I. If the Cardholder knows or suspects that (a) the Mobile Device with which the Cardholder uses to access the QR Code Services has been lost, stolen or tampered with, (b) there has been any unauthorized use of or access to the QR Code Services or the Mobile Device or the Mobile Application, (c) there has been any unauthorized disclosure of the Security Details or (d) someone else knows the Security Details, the Cardholder shall promptly report any such incident to PrimeCredit.
- II. If the Cardholder believes that the Security Details to access the Mobile Application or the QR Code Services has become compromised, the Cardholder shall change the Security Details immediately to avoid any unauthorized use of the QR Code Services.
- III. Before PrimeCredit receives any report of any of the events mentioned in the above clause (whether or not those events have occurred), the Cardholder shall be liable for all unauthorized QR Transactions.

13. Variation

PrimeCredit may vary, from time to time, the provisions of the Terms and Conditions by giving prior notice in writing to the Cardholder in any manner which PrimeCredit considers appropriate. Such variations shall become effective and binding on the Cardholder on the effective date specified by PrimeCredit in such notice. By retaining the Card in the QR Code Services or using the QR Code Services after the effective date of any such variation, the Cardholder will be deemed to have accepted such variation. If the Cardholder does not

accept the proposed variation, the Cardholder must remove all Cards registered in the QR Code Services before the effective date of such variation.

14. Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR. The Cardholder agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts but the Terms and Conditions may be enforced in the courts of any competent jurisdiction.

15. Third Party Rights

No person other than the Cardholder or PrimeCredit will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the Terms and Conditions.

16. Severability

Each provision of the Terms and Conditions is severable from the others. If at any time any provision herein is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

17. Language

If there is any inconsistency or conflict between the English version and the Chinese version of the Terms and Conditions, the English version shall prevail.