

使用安信信用卡進行「Visa Click to Pay」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**」）適用於閣下在手機應用程式中登記並啟動信用卡至由安信提供的 Visa Click to Pay 及透過 Visa Click to Pay 使用信用卡。本條款及細則列明閣下透過 Visa Click to Pay 使用信用卡的責任及義務。當閣下登記及啟動信用卡至 Visa Click to Pay，即代表閣下確認已閱讀及明白本條款及細則並同意受其約束。

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. 「**安信**」指安信信貸有限公司及其繼承人和受讓人。
- II. 「**Visa**」指 Visa Inc. 及其繼承人和受讓人。
- III. 「**信用卡**」指任何由安信發出，且不時由安信及/或 Visa 指定為適用於 Visa Click to Pay 的 Visa 信用卡，及如文義需要或允許，包括儲存於 Visa Click to Pay 內的付款資料。
- IV. 「**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。
- V. 「**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。
- VI. 「**手機應用程式**」指由安信開發、經營、推出及/或提供的手機應用程式，及其所有版本、更新、升級和替代手機應用程式；及不時由安信指定為適用於登記、啟動及/或管理 Visa Click to Pay 的信用卡的手機應用程式。
- VII. 「**Visa Click to Pay**」指由 Visa 提供的「Visa Click to Pay」，為一種無須在每次進行 CTP 無卡交易時於商戶的網上付款頁面手動輸入付款資料的簡化網上付款方式。
- VIII. 「**CTP 無卡交易**」指持卡人透過 Visa Click to Pay 以以下方式使用信用卡所進行的交易：(a) 透過任何商戶的網上付款頁面；或 (b) 透過任何應用程式內之購物交易。
- IX. 「**持卡人**」、「**你**」及「**閣下**」指獲安信發行信用卡之人士及已登記成為手機應用程式之用戶，及如文義需要，任何附屬卡之持有人。

- X. 「**Visa 各方**」指 Visa 及其聯屬公司與其各自相關的高級人員、董事、客戶、成員、員工或獲授權代理人。
- XI. 「**流動裝置**」指已安裝手機應用程式、且符合由安信及/或 Visa 不時指定之類型或型號的智能手機、平板電腦或其他流動裝置。
- XII. 「**保安資料**」指由持卡人指定用於存取流動裝置之保安資料，該保安資料亦可用於登入手機應用程式及/或授權 CTP 無卡交易 (如可用)，包括但不限於任何個人識別號碼 (亦可稱為 PIN)、密碼、代碼、指紋、面部特徵或其他生物特徵辨識或鑒定憑證。
- XIII. 「**付款資料**」指持卡人於手機應用程式登記 Visa Click to Pay 時及其後，由安信向 Visa 提供用於登記及維護 Visa Click to Pay 及授權 CTP 無卡交易的資料，包括但不限於持卡人姓名、信用卡號碼、信用卡之有效期及賬單地址、持卡人之電郵地址及手提電話號碼，及任何由安信及 Visa 不時指定的其他資料。

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. 本條款及細則就持卡人在手機應用程式中登記並啟動信用卡至由安信提供的 Visa Click to Pay 及透過 Visa Click to Pay 使用信用卡的權利及責任。
- 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，並一併規管在手機應用程式中登記並啟動信用卡至由安信提供的 Visa Click to Pay 及透過 Visa Click to Pay 使用信用卡，而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. 持卡人協議中的條款及細則及手機應用程式使用條款不會就於手機應用程式中啟動信用卡至 Visa Click to Pay 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本條款及細則為準。

3．一般

- I. 持卡人於手機應用程式內登記並啟動信用卡至 Visa Click to Pay，及/或根據本條款及細則所載方式透過 Visa Click to Pay 使用信用卡，即表示持卡人授權以 Visa Click to Pay 作為付款方式，使用信用卡向商戶進行交易及付款。持卡人確認 CTP 無卡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) 由持卡人手動輸入付款資料；及 (b) 提供持卡人的簽名以授權該等 CTP 無卡交易。
- II. Visa Click to Pay 讓持卡人能夠 (i) 於手機應用程式內登記並啟動信用卡後，將付款資料儲存至 Visa Click to Pay；及 (ii) 使用 Visa Click to Pay 將付款資料分享予顯示 Visa Click to Pay 圖標的商戶以授權其處理 CTP 無卡交易。安信及 Visa 可自動更新於手機應用程式內仍啟動至 Visa Click to Pay 的有關信用卡的某些付款資料。
- III. 手機應用程式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。
- IV. 手機應用程式之更新可能定期經提供官方應用程式商店內發布。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。視乎不同更新的情況，持卡人可能無法使用手機應用程式直至已下載最新版本的手機應用程式。持卡人有責任確保已下載最新版本的手機應用程式在流動裝置內。
- V. 安信可在有或沒有通知持卡人的情況下，全權酌情決定臨時或永久地修改、更新、中斷、暫停或以其他方式更改手機應用程式的任何或所有方面及/或於手機應用程式內提供的 Visa Click to Pay。持卡人同意安信不須就採取該等行動而對持卡人或第三方承擔任何責任，如持卡人在任何有關更改後仍然繼續使用手機應用程式及/或繼續於手機應用程式內維持已登記 Visa Click to Pay，持卡人將被視為接受有關更改。
- VI. 安信保留權利不給予原因，隨時酌情 (a) 拒絕持卡人在手機應用程式內登記 Visa Click to Pay；(b) 拒絕於手機應用程式內啟動任何信用卡至 Visa Click to Pay；(c) 暫停、取消或終止已啟動至 Visa Click to Pay 的信用卡；或 (d) 拒絕任何 CTP 無卡交易。Visa 亦保留權利不給予原因，隨時 (a) 拒絕持卡人登記 Visa Click to Pay；(b) 終止、暫停或更改 Visa Click to Pay；或 (c) 取消或暫停向持卡人提供 Visa Click to Pay。如因安信及/或 Visa 作出上述任何決定而導致持卡人遭受或產生之任何性質的損失、損害、費用或開支，安信及 Visa 概不承擔任何責任。
- VII. 手機應用程式及 Visa Click to Pay 不擬於其使用與任何法律或法規相抵觸或安信及 Visa 沒有被許可或授權提供手機應用程式及 Visa Click to Pay 內的服務或功能的任何司法管轄區內使

用。

4 · 登記、啟動及管理 Visa Click to Pay 之信用卡

- I. 於手機應用程式登記 Visa Click to Pay 前，持卡人必須先：
 - (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) 下載及安裝最新版本的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) 確認或更新最新的電郵地址及手提電話號碼；
 - (e) 於手機應用程式登記 Visa Click to Pay；及
 - (f) 按安信不時指定的要求採取任何其他步驟。
- II. 持卡人在手機應用程式提交 Visa Click to Pay 登記後，安信將向 Visa 提供持卡人的付款資料以處理登記及根據信用卡的啟動狀態維持在 Visa 內的 Visa Click to Pay 帳戶。
- III. 持卡人可隨時於手機應用程式中啟動或停用 Visa Click to Pay 的信用卡。當持卡人於手機應用程式內登記並啟動信用卡至 Visa Click to Pay 用以進行 CTP 無卡交易，該信用卡將在手機應用程式內的 Visa Click to Pay 頁面中顯示「已登記」的標示，如被持卡人停用則不會顯示「已登記」的標示。相關信用卡的啟動狀態將會在進行 CTP 無卡交易時反映於商戶網上結帳頁面的 Visa Click to Pay 中。
- IV. 當手機應用程式提供 Visa Click to Pay 後，持卡人只可透過手機應用程式登記、啟動及管理 Visa Click to Pay 的信用卡，而不可透過 Visa 提供的其他任何渠道登記該信用卡至 Visa Click to Pay。即使持卡人及後作出任何嘗試透過 Visa 提供的任何渠道登記該信用卡至 Visa Click to Pay，並同意相關使用條款，該等嘗試均不構成持卡人與 Visa 之間的協議。儘管有前述條文，Visa 可能與安信協調（包括分享持卡人嘗試與 Visa 提供的渠道登記 Visa Click to Pay 時提供的資料），以確保持卡人獲得適當及流暢的服務。為免生疑問，持卡人過往直接向 Visa 登記並啟動至 Visa Click to Pay 的任何信用卡將不受影響，除非持卡人再次於手機應用程式內登記 Visa Click to Pay，屆時 Visa 會將該信用卡就使用 Visa Click to Pay 之管理遷移至手機應用程式內進行。

- V. Visa 可不時全權酌情決定對持卡人施加、修改或取消持卡人可於 Visa Click to Pay 登記或啟動的信用卡數目的任何限制或規限。安信對該等限制或規限並無控制權，亦不因 Visa 行使該權利而造成的該等限制或規限或任何服務無法提供，而向持卡人承擔任何責任。

5. 透過 Visa Click to Pay 使用信用卡

- I. 如持卡人使用信用卡進行 CTP 無卡交易，持卡人須 (i) 持有有效信用卡且信用卡賬戶須有良好的信貸狀況；(ii) 在手機應用程式內登記並啟動該信用卡至 Visa Click to Pay；及 (iii) 依照安信及/或 Visa 不時指定的要求採取任何其他步驟。
- II. 持卡人使用信用卡進行 CTP 無卡交易時，持卡人必須：
- (a) 受下文第 5.IX 條文所限，於相關商戶網站或流動應用程式點擊或輕觸 Visa Click to Pay 圖標前往進行付款；
 - (b) 按相關商戶的網上付款頁面的要求，輸入用於登記 Visa Click to Pay 的電郵地址或手提電話號碼；
 - (c) 通過以下方式驗證持卡人的身份：(i) 輸入由 Visa 發送至該電郵地址或手提電話號碼的驗證碼；或 (ii) 按 Visa 於付款頁面的提示，使用流動裝置的保安資料進行驗證；及
 - (d) 按 Visa 於相關付款頁面就授權 CTP 無卡交易所指定的任何其他步驟。
- III. 安信配予信用卡的任何信用限額及/或網上交易限額亦適用於 CTP 無卡交易。換言之，有關 CTP 無卡交易不會獲配予任何額外或另外的信用限額及/或網上交易限額。但安信保留權利不時對 CTP 無卡交易施加或更改分配給信用卡的任何信用限額及/或網上交易限額（包括每項交易或每日上限或其他限額）。
- IV. CTP 無卡交易將於成功授權後入賬於信用卡賬戶。持卡人協議中列明的任何相關利息、費用及收費亦將繼續適用於持卡人進行的 CTP 無卡交易。
- V. 持卡人須承擔安信、Visa 或其他第三方（如流動網絡營運商等）就於手機應用程式內登記、啟動 Visa Click to Pay 或透過 Visa Click to Pay 使用信用卡所徵收的所有費用、收費、成本及開支。
- VI. 在不損害前述條文的原則下，持卡人確認並接受因進行任何 CTP 無卡交易而有可能導致的任

何損失或損害的風險。

VII. 持卡人必須遵守所有有關持卡人下載、登入及使用手機應用程式及使用信用卡及 Visa Click to Pay 的所有適用法律和法規。

VIII. 每筆 CTP 無卡交易均為持卡人與相關商戶直接進行之交易。安信及/或 Visa 並非該等 CTP 無卡交易之當時方，且就 CTP 無卡交易（包括貨品或服務之購買或退貨），對持卡人或商戶均不承擔任何責任。

IX. 持卡人明白及同意即使商戶接受直接以信用卡付款，仍可能選擇不接受透過 Visa Click to Pay 以該信用卡付款。可接受之付款方式取決於各商戶的政策，並可能不時由商戶全權酌情決定而有所變動。

6. 持卡人採取保安措施的責任

- I. 持卡人須在任何情況下真誠地採取合理的預防措施以確保保安資料的安全，以防止任何欺詐或未經持卡人授權存取流動裝置、手機應用程式及透過 Visa Click to Pay 使用信用卡。在不損害本條款及細則、手機應用程式使用條款以及持卡人協議中的有關信用卡安全的條款前提下，持卡人同意：
 - (a) 在任何時間下，妥善保管已登記並啟動至 Visa Click to Pay 的信用卡及流動裝置（如適用）及確保該流動裝置在個人控制和管理範圍內；及如流動裝置遺失或被竊，或有任何手機應用程式及/或 Visa Click to Pay 及/或信用卡未經授權使用，在合理可行的情況下盡快向安信作出書面通知或致電安信指定的服務熱線；
 - (b) 依照安信提供的所有指引及指示正確登入及使用手機應用程式（包括登記 Visa Click to Pay 及如何設定及保密地保管任何保安資料）；
 - (c) 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。該等流動裝置包括裝有盜版、經黑客入侵、偽造及/或未獲授權應用程式或被自行解除軟件鎖定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或製造商批准而自行解除其所設限制的裝置；

- (d) 不在任何公共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（包括裝有盜版、經黑客入侵、被破解或已開放根目錄權限的軟件操作系統的裝置）上使用 Visa Click to Pay。
 - (e) 不選擇或採用任何基於個人資料或容易被任何其他人士猜測或複制的保安資料；
 - (f) 不得向任何人士（包括安信的員工）披露任何保安資料或收取的驗證碼，或者准許任何人士（包括安信的員工）使用其保安資料或收取的驗證碼；
 - (g) 不得容許其他人士使用持卡人的流動裝置；
 - (h) 定期更改流動裝置的保安資料；
 - (i) 確保任何顯示或儲存在流動裝置上的資料保密；
 - (j) 採取必要的預防措施防止意外或未經授權披露或未經授權使用保安資料或收取的驗證碼；
及
 - (k) 在棄置流動裝置之前，刪除手機應用程式內已登記並啟動至 Visa Click to Pay 的信用卡，並從流動裝置上刪除儲存的保安資料及手機應用程式。
- II. 持卡人同意，安信可不時 (a)收集、披露、儲存及使用與持卡人透過 Visa Click to Pay 使用信用卡相關之技術性、交易性、定位或其他一般或其他個人資料及數據；及 (b)根據安信的私隱政策所述的該等用途使用及向 Visa 披露，以協助 Visa 為持卡人提供更好的服務。例如，有關資料可能包括持卡人的交易相關可能適用的獎賞積分，及可能與持卡人嘗試透過 Visa Click to Pay 內的付款資料進行 CTP 無卡交易相關的其他與有關信用卡權益。
- III. 如果持卡人懷疑保安資料及/或付款資料已被洩露，持卡人應立即更改保安資料以避免任何人未經授權透過 Visa Click to Pay 使用其信用卡或其任何個人資料及/或在適當及合理可行的情況下盡快通知安信。

7 · 持卡人的責任

- I. 持卡人應對已於信用卡賬戶入賬的所有金額負責，不論該 CTP 無卡交易是否經持卡人授權進行或被持卡人錯誤地執行。
- II. 在不損害本條款及細則、手機應用程式使用條款及持卡人協議中的任何條款前提下，持卡人

應向安信及其高級人員、員工及代理人就有關持卡人使用手機應用程式及 Visa Click to Pay 或違反其在本條款及細則、手機應用程式使用條款及/或持卡人協議下所產生或與之相關的任何責任、義務、損失、損害、罰款、訴訟、索賠、法律程序、判決、成本或任何種類或性質的費用作出全額彌償並持續保持彌償，除非該等損失為直接且完全由於安信或其任何高級人員、員工或代理人的重大過失、欺詐或故意違約而直接和合理可預見會導致的損失和損害（如有）。

- III. 如未有或不合理地延遲採取第 6 條所列明的預防措施，持卡人須承擔該信用卡的任何未經授權的交易或使用而招致的所有損失和責任，且持卡人同意就安信因任何此類未經授權的交易或使用而承受或招致的相關損失和損害對安信作出彌償。
- IV. 持卡人同意遵守所有就使用 Visa Click to Pay 相關之適用法律、規則、法規及其他法律要求。此外，持卡人同意：
- (a) 只在法律許可的範圍內使用 Visa Click to Pay；
 - (b) 不得以違反本條款及細則的方式使用 Visa Click to Pay；
 - (c) 不得干擾或干預 Visa Click to Pay 或其任何部份的安全性或運作，或濫用 Visa Click to Pay 或其任何部份；
 - (d) 不得試圖未經授權存取 Visa Click to Pay 或其任何限制一般存取的部份；
 - (e) 不得以任何可被視為虛假及/或誹謗性、侮辱性、低俗、仇恨、騷擾、淫褻、褻瀆、威脅、侵犯個人私隱或侵害任何第三方權益等方式使用 Visa Click to Pay；
 - (f) 不得以任何形式複製 Visa Click to Pay，或將其儲存或納入任何電子、機械或其他類型之資訊檢索系統中；
 - (g) 不得將 Visa Click to Pay 或其任何部份複製、模仿、克隆、租賃、出租、出售、商業化利用、修改、解編譯、反組譯、分發、逆向工程或轉讓；
 - (h) 不得使用任何裝置、軟件或程序干擾或試圖干擾 Visa Click to Pay 的正常運作，及/或採取任何被 Visa 全權酌情認定為不合理或不合比例地大幅增加 Visa Click to Pay 系統負荷的行為；及

- (i) 遵循任何安信及/或 Visa 不時實施的要求、規限或限制。

8. 安信責任限制

- I. 即使安信作出一切商業上合理努力以提供手機應用程式予持卡人，包括在其中登記 Visa Click to Pay 的服務，安信並非 Visa Click to Pay 的供應商，並無須就 Visa Click to Pay 的使用、表現和操作承擔責任，因為該等服務的營運及系統受 Visa 的控制和管理。持卡人確認並接受 Visa Click to Pay 中的信用卡的表現或操作將取決於 Visa、網絡連接狀況、流動裝置的性能及其他第三方服務提供商（例如流動網絡營運商、應用程式開發商或網站主機等）的表現。
- 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 Visa Click to Pay（包括其中的任何服務或功能）部分或全部暫停、故障、中斷或延遲，安信將無須向閣下為此承擔責任。
- III. 持卡人須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。
- IV. 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致、導致或與之相關的任何性質的損失、損害、費用或開支概不負責：
 - (a) 因 Visa Click to Pay、Visa 或任何其他第三方履行或不履行與持卡人訂立的任何協議而可能影響持卡人使用信用卡進行 CTP 無卡交易；
 - (b) Visa Click to Pay 的信用卡或流動裝置因任何原因失靈、故障或無法使用而不能夠進行任何 CTP 無卡交易；
 - (c) 持卡人因任何原因無法使用流動裝置進行任何 CTP 無卡交易；及
 - (d) 任何商戶拒絕接受以信用卡或透過 Visa Click to Pay 使用信用卡作為任何交易的付款方式。
- V. 即使本條款及細則載有任何其他相反的條文，安信及/或 Visa 沒有任何性質的義務向任何人士提供或繼續提供於手機應用程式及/或 Visa Click to Pay 內的任何其他服務或功能。
- VI. 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。
- VII. 持卡人如需要有關手機應用程式的技術協助，包括但不限於支援手機應用程式的流動裝置類

型，應與安信聯絡。

9 • Visa 免責條款及責任限制

- I. 在任何情況下及根據任何訴訟（包括疏忽），Visa 各方均不對因 Visa Click to Pay 及/或本條款及細則所引起或與之有關而產生的任何賠償、申索或損失（包括補償性、附帶性、間接性、特別性、後果性、懲罰性或懲戒性損害賠償）負責或承擔法律責任，無論其成因或法律責任理論，且即使 Visa 各方已被告知出現該等賠償、索償及損失的可能性。
- II. 即使本條款及細則載有任何其他相反的條文，Visa 各方對持卡人因任何訴訟對持卡人承擔的累積責任不得超過以下較低者 (a) 持卡人的實際損失；或 (b) 100 美元（或等值當地貨幣）。
- III. 部分司法管轄區不允許免責聲明、某些保證、責任及賠償的豁免或限制，故此以上某些免責聲明、豁免及限制可能不適用於持卡人。於該等司法管轄區，Visa 各方的責任將限於適用法律許可的最大範圍內。這些條文中的任何內容均不會排除 Visa 各方的下述責任 (a) 因其疏忽造成的死亡或人身傷害；(b) 欺詐或欺詐性失實陳述；或 (c) 任何依法 Visa 各方不得排除或限制或企圖排除或限制責任的任何事宜。

10 • 終止

- I. 安信可以全權及絕對酌情決定隨時封鎖、暫停、撤銷、取消或終止手機應用程式的使用及可在手機應用程式中使用 Visa Click to Pay，而無須向持卡人提供任何理由或通知。
- II. 對於持卡人因任何上述決定直接地或間接地蒙受或招致的任何性質的損失或損害、支出或費用，安信概不負責。
- III. 持卡人確認從 Visa Click to Pay 移除信用卡及/或於手機應用程式內註銷 Visa Click to Pay 將不會影響其以實體或其他電子形式使用信用卡及/或手機應用程式本身。
- IV. 為免生疑問，當信用卡（不論以甚麼形式）到期、暫停或終止時，經 Visa Click to Pay 使用該信用卡亦會同時被暫停或終止。
- V. 不論如何引起之任何終止使用信用卡及/或透過 Visa Click to Pay 使用信用卡均不影響持卡人在該終止日期前所累算的任何權利或義務。

11． 遺失、遭盜竊或未經授權使用信用卡

- I. 若持卡人知道或懷疑 (a) 持卡人用作登入手機應用程式的流動裝置已遺失、被竊或被篡改；(b) 有任何未經授權下登入或使用流動裝置或手機應用程式；(c) 有任何未經授權下披露保安資料及/或付款資料；或 (d) 其他人得知保安資料及/或付款資料，持卡人須立刻在適當的情況下盡快報告此類事件給安信。
- II. 在安信收到上述條文中提及的任何此類事件的報告前（無論事件是否已經發生），持卡人須對所有經信用卡進行的未經授權交易負責。

12． 修訂

安信可不時通過書面通知或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繼續於手機應用程式內登記 Visa Click to Pay 或仍然透過 Visa Click to Pay 使用信用卡，持卡人將被視為已接受該等修訂。如果持卡人不同意建議修訂，持卡人應在修訂生效日期之前於手機應用程式內取消登記 Visa Click to Pay。

13． 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。

14． 第三方權利

除持卡人、安信及 Visa 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。

15． 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、有效性或可執行性均不受任何影響。

16． 語言

本條款及細則的中、英文版本如有歧異，概以英文版本為準。

Terms and Conditions for using PrimeCredit Credit Card for Visa Click to Pay services

These terms and conditions as amended or further supplemented from time to time (the **“Terms and Conditions”**) apply when you register and activate the Card for Visa Click to Pay as provided by PrimeCredit in the Mobile Application and/or use the Card through Visa Click to Pay. The Terms and Conditions set out your responsibilities and obligations in respect of the use of the Card via Visa Click to Pay. By registering and activating your Card for Visa Click to Pay, you acknowledge that you have read and understood the Terms and Conditions and accept and agree to be bound by the same.

1. Definitions

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

- I. **“PrimeCredit”** means PrimeCredit Limited and its successors and assigns.
- II. **“Visa”** means Visa Inc. and its successors and assigns.
- III. **“Card”** means any Visa credit card issued by PrimeCredit as PrimeCredit and/or Visa may specify from time to time as eligible for Visa Click to Pay and, where the context requires or permits, includes the Payment Information that are stored by Visa Click to Pay.
- IV. **“Cardholder Agreement”** means the relevant agreement between the Cardholder and PrimeCredit as amended or further 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.
- V. **“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.
- VI. **“Mobile Application”** means the mobile application(s) developed, operated, launched and/or made available by PrimeCredit and all versions, updates, enhancements, and replacements of such mobile application(s), which PrimeCredit may specify from time to time as available for registering, activating and/or managing the Card(s) for Visa Click to Pay.
- VII. **“Visa Click to Pay”** means “Visa Click to Pay” which is a streamlined online payment method provided by Visa that eliminates the need to enter Payment Information for every CTP Card Not Present Transaction manually at merchant’s online checkout page.
- VIII. **“CTP Card Not Present Transactions”** means transactions that are effected by the use of a Card via Visa Click to Pay by the Cardholder in the following manner: (a) via any online checkout page at merchants; or (b) via any in-app purchases.
- IX. **“Cardholder”, “you” and “your”** means the person whom the Card is issued to by PrimeCredit and who is the registered user of the Mobile Application, and where the context requires, any supplementary cardholders.

- X. **“Visa Parties”** means Visa and its affiliates, and each of their respective officers, directors, customers, members, employees or authorized agents.
- XI. **“Mobile Device”** means a smartphone, tablet or other mobile device of such type or model as PrimeCredit and/or Visa may specify from time to time which has the Mobile Application installed.
- XII. **“Security Details”** means security information designated by the Cardholder that is used to access the Mobile Device which may also be used to log into Mobile Application and/or authorize CTP Card Not Present Transactions when available, which includes but is not limited to any personal identification numbers (also known as PIN), passcodes, fingerprints, facial features or other biometric or identification credentials.
- XIII. **“Payment Information”** means the information provided by PrimeCredit to Visa upon and after the Cardholders’ registration for Visa Click to Pay in Mobile Application for the purpose of registering and maintaining Visa Click to Pay profile and authorizing CTP Card Not Present Transactions. Such information includes name of the Cardholder, Card number, expiry date and billing address of the Card, Cardholder’s email address and mobile phone number and any other information as specify by PrimeCredit and Visa from time to time.

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

2. The Terms and Conditions are supplementary to and form part of 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 and activation of the Card for Visa Click to Pay as provided by PrimeCredit in the Mobile Application and the use of the Card via Visa Click to Pay.
- II. The Terms and Conditions are supplementary to and shall form part of the Cardholder Agreement and the Conditions of Use of the Mobile Application and together, they govern the registration and activation of the Card for Visa Click to Pay as provided by PrimeCredit in the Mobile Application and the use of the Card via Visa Click to Pay respectively, and shall operate in addition to the provisions in the Cardholder Agreement and the Conditions of Use of the Mobile Application, each of 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 activated for Visa Click to Pay via the Mobile Application.
- 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, 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 registering and activating the Card for Visa Click to Pay in the Mobile Application and/or using the Card via Visa Click to Pay in the manner stipulated in this Terms and Conditions, the Cardholder is authorizing payment to be made to a merchant for a transaction using the Card via Visa Click to Pay as a method of payment. The Cardholder acknowledges that such CTP Card Not Present Transactions will be processed and the relevant amount will be debited to the Card Account immediately without requiring (a) the manual input of Payment Information by the Cardholder; and (b) the Cardholder's signature to authorize such CTP Card Not Present Transactions.
- II. Visa Click to Pay offers the Cardholder (i) the ability to store Payment Information in Visa Click to Pay upon registration and activation of the Card(s) in Mobile Application; and (ii) the ability to use Visa Click to Pay to share the Cardholder's Payment Information with merchants that display Visa Click to Pay icon in order to authorize the merchants to process a CTP Card Not Present Transactions. PrimeCredit and Visa may automatically update certain Payment Information for the relevant Card that remains activated for Visa Click to Pay in the Mobile Application.
- III. The Mobile Application should be used in a Mobile Device running on an operating system supported and specified by PrimeCredit from time to time.
- IV. Updates to the Mobile Application may be issued periodically through the supplying mobile application store. For some Mobile Devices, updates will be downloaded automatically. For other Mobile Devices, the Cardholder will need to download the updated Mobile Application themselves. Depending on the update, the Cardholder may not be able to use the Mobile Application until the latest version of the Mobile Application has been downloaded. The Cardholder is fully responsible for ensuring that the latest version of the Mobile Application has been downloaded to the Mobile Device.
- V. PrimeCredit may, in its sole discretion, modify, update, discontinue, suspend, or otherwise change, temporarily or permanently, any or all aspects of the Mobile Application and/or the Visa Click to Pay function provided in Mobile Application with or without notice to the Cardholder. The Cardholder agree that PrimeCredit shall not be liable to the Cardholder or any third party for taking these actions, and the Cardholder's continued use of the Mobile Application and/or continued registration of Visa Click to Pay in Mobile Application following any such change(s) will be construed to be the Cardholder's acceptance of such change(s).
- VI. PrimeCredit reserves the right to (a) decline the Cardholder's registration of Visa Click to Pay in the Mobile Application; (b) decline the activation of any Card for Visa Click to Pay in the Mobile Application; (c) suspend, cancel or terminate the Card activated for Visa Click to Pay; or (d) decline any CTP Card Not Present Transactions at its discretion at any time without reason. Visa reserves the right to (a) decline the Cardholder's registration for Visa Click to Pay; (b) terminate, suspend or alter Visa Click to Pay; or (c) remove or suspend the availability of Visa Click to Pay to the Cardholder without reason. PrimeCredit and Visa shall not be liable for any loss, damage, cost or expense of whatsoever nature suffered or incurred by the Cardholder as a result of any of the above decisions being made by PrimeCredit and/or Visa.
- VII. The Mobile Application and Visa Click to Pay are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where

PrimeCredit and Visa are not licensed or authorized to provide the services or functions available in the Mobile Application and Visa Click to Pay.

4. Registering, Activating and Managing your Card for Visa Click to Pay

- I. To register for Visa Click to Pay in the Mobile Application, the Cardholder must first:
 - (a) possess the Card and the Card account is valid and in good financial standing;
 - (b) download and install the latest version of the Mobile Application to the Mobile Device;
 - (c) register as a user of the Mobile Application;
 - (d) confirm or update latest email address and mobile phone number;
 - (e) register for Visa Click to Pay in the Mobile Application; and
 - (f) take any other steps as required by PrimeCredit from time to time.
- II. Upon submitting registration for Visa Click to Pay in the Mobile Application, Payment Information of the Cardholder will be provided by PrimeCredit to Visa to process the registration and to maintain the Visa Click to Pay profile in Visa according to the activation status of the Card(s).
- III. Cardholder may activate or deactivate the Card for Visa Click to Pay in the Mobile Application at any time. When Cardholder registered and activated a Card for Visa Click to Pay in Mobile Application in order to carry out CTP Card Not Present Transactions, that Card will be displayed with an "Activated" icon on the Visa Click to Pay page in the Mobile Application, if the Card is being deactivated by the Cardholder, the "Activated" icon will not be shown. Such activation status of the Card(s) will be reflected in Visa Click to Pay at merchants' online checkout pages when conducting the CTP Card Not Present Transaction.
- IV. After Visa Click to Pay is made available in the Mobile Application, Cardholders can only register, activate and manage the Card for Visa Click to Pay in the Mobile Application, and shall not be eligible to enroll the Card through any other Visa Click to Pay enrollment channel(s) offered by Visa. Any subsequent attempt by Cardholders to enroll the Card through any other Visa Click to Pay enrollment channel(s) offered by Visa and acceptance to those relevant terms of use shall not constitute an agreement between the Cardholder and Visa. Notwithstanding the foregoing, Visa may co-ordinate with PrimeCredit (including by sharing information that the Cardholder have provided in the attempt to register for Visa Click to Pay offered by Visa) to ensure the Cardholder can receive appropriate and streamlined services. For the avoidance of doubt, any registration and activation of the Card in Visa Click to Pay previously made directly with Visa shall not be affected, unless the Cardholder register for Visa Click to Pay in the Mobile Application, after which Visa shall migrate the management of the Card for Visa Click to Pay from Visa's platform into the Mobile Application.
- V. Visa has the right to impose, modify or remove any restriction or limitation on the number of Cards that the Cardholder may register or activate for Visa Click to Pay account from time

to time at its sole discretion. PrimeCredit has no control over such restriction or limitation and shall not be liable to the Cardholder for such restriction or limitation or any unavailability of services resulting from Visa's exercise of such right.

5. Using the Card through Visa Click to Pay

- I. To use the Card to carry out CTP Card Not Present Transactions, the Cardholder shall (i) possess a valid Card and the underlying account associated with the Card must be in good financial standing; (ii) registered and activated the Card for Visa Click to Pay in Mobile Application; and (iii) take any other steps as required by PrimeCredit and/or Visa from time to time.
- II. Upon using the Card to carry out CTP Card Not Present Transactions, the Cardholder shall:
 - (a) subject to Clause 5.IX below, tap or click the Visa Click to Pay icon displayed at the relevant merchant's website or mobile application when proceeding to payment;
 - (b) enter the email address or mobile phone number used to register Visa Click to Pay as required by the relevant merchant's online checkout page;
 - (c) verify your identity by (i) entering the verification code sent to the email address or mobile phone number by Visa; or (ii) following the prompts from Visa as shown on the checkout page to verify using the Security Details on your Mobile Device; and
 - (d) follow any other procedures as specified by Visa on the relevant checkout page for the authorization of the CTP Card Not Present Transactions.
- III. Any credit limit and/or online transaction limit assigned to the Card from PrimeCredit shall also apply to CTP Card Not Present Transactions made. In other words, no additional or separate credit limit and/or online transaction limit will be assigned for the purpose of carrying out such CTP Card Not Present Transactions. However, PrimeCredit reserves the right to, from time to time, impose or vary any credit limit and/or online transaction limit assigned to the Card in connection with CTP Card Not Present Transactions made (including per transaction, daily or other limits).
- IV. CTP Card Not Present Transactions will be charged to the Card Account upon successful authorization. Any relevant interest, fees and charges as set out in the Cardholder Agreement derived from CTP Card Not Present Transactions made remain payable by the Cardholder.
- V. Cardholder shall bear all relevant fees, charges, costs and expenses which may be imposed by PrimeCredit, Visa or other third parties such as mobile network operators in relation to the registration, activation for Visa Click to Pay in Mobile Application or use of the Card through Visa Click to Pay.
- VI. Without prejudice to the foregoing, the Cardholder acknowledges and accepts the risk of any loss or damage arising from any CTP Card Not Present Transactions.

- VII. The Cardholder must comply with all applicable laws and regulations that govern the Cardholder's download, access and use of the Mobile Application and your use of the Card and Visa Click to Pay.
- VIII. Each CTP Card Not Present Transactions is a transaction directly made between the Cardholder and the relevant merchant. PrimeCredit and/or Visa is not a party to the CTP Card Not Present Transaction and the payment in connection with the CTP Card Not Present Transaction and has no liability to the Cardholder or the merchant with respect to the CTP Card Not Present Transaction, including the purchase or return of goods or services.
- IX. The Cardholder acknowledges and agrees that merchants may choose not to accept payments made with a Card through Visa Click to Pay even though these merchants may accept payment directly made with the Card. The availability of payment options depends on the individual merchant's policies and may vary from time to time at its sole discretion.

6. Cardholder's responsibility to take security measures

- I. The Cardholder shall at all times act in good faith and take reasonable precautions to keep the Security Details secure so as to prevent any fraud or unauthorized use or access Mobile device, Mobile Application and Card through Visa Click to Pay. Without prejudice to the provisions in these Terms and Conditions, the Conditions of Use of the Mobile Application and the Cardholder Agreement regarding the security of the Card, the Cardholder agrees:
 - (a) to safeguard the security of the Card registered in Visa Click to Pay and the Mobile Device (where applicable) and to keep the Mobile Device under his or her control and possession at all times, and to notify PrimeCredit of any loss or theft of the Mobile Device or upon the occurrence of any unauthorized use of the Mobile Application and/or Visa Click to Pay and/or the Card as soon as reasonably practicable, either in writing to PrimeCredit or by telephone to designated service hotline of PrimeCredit;
 - (b) to follow all guidance and instructions provided by PrimeCredit regarding the proper access to and use of the Mobile Application (including the registration of Visa Click to Pay and how to setup and securely store the Security Details);
 - (c) not to use the Mobile Application 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;
 - (d) not to use the Visa Click to Pay on any public device or Mobile Device that has been modified outside its operating system's vendor-supported or warranted configurations, including device with pirated or hacked or "jail-broken" or "rooted" operating system;
 - (e) not to choose or adopt any Security Details that are based on personal information

or are easy to guess or replicate by any other person;

- (f) not to disclose any Security Details or verification code received to any other person (including the staff of PrimeCredit) or permit any other person (including the staff of PrimeCredit) to use the same;
 - (g) not to allow anyone else to access your Mobile Device;
 - (h) to change the Security Details of the Mobile Device regularly;
 - (i) to keep any information shown or stored on the Mobile Device secure;
 - (j) to take the necessary precautions to safeguard against accidental or unauthorized disclosure or unauthorized use of the Security Details or verification code received; and
 - (k) to remove the Card registered and activated for Visa Click to Pay in the Mobile Application and to delete other Security Details and the Mobile Application from the Mobile Device before disposing of it.
- II. The Cardholder agree that PrimeCredit may from time to time (a) collect, disclose, store and use technical, transactional, location or other general or personal information and data relating to you and your use of your Card through Visa Click to Pay; and (b) use and disclose for such purposes and to Visa as may be in accordance with the Privacy Policy of PrimeCredit, to help Visa provide a better service to the Cardholder. For example, this information may include the availability of rewards points that may be available to use for the Cardholder's transaction, and other Card-related benefits that may be relevant to the CTP Card Not Present Transactions the Cardholder are trying to make with Payment Information of Visa Click to Pay.
- III. If the Cardholder suspects that the Security Details and/or Payment Information have been compromised, the Cardholder shall change the Security Details immediately to avoid any unauthorized use of the Card through Visa Click to Pay or any of his or her personal information, and/or notify PrimeCredit as soon as reasonably practicable where appropriate.

7. Cardholder's liability

- I. The Cardholder shall be liable for all amounts debited to the Card Account, whether or not such CTP Card Not Present Transactions have been authorized by the Cardholder or executed by the Cardholder in error.
- II. Without prejudice to any provision in the Terms and Conditions, the Conditions of Use of the Mobile Application and the Cardholder Agreement, the Cardholder shall indemnify and keep indemnified PrimeCredit and its officers, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, proceedings, judgments, costs or expenses of any kind or nature whatsoever which may be imposed on, incurred by or asserted against PrimeCredit or any of its officers, employees and agents in connection with the Cardholder's use of the Mobile Application and Visa Click to Pay or default or breach of his or her obligations under the Terms and Conditions, the Conditions of Use of the Mobile Application and/or the Cardholder Agreement, unless due to the gross negligence, fraud or

wilful default of PrimeCredit or any of its officers, employees or agents and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

- III. For any failure or unreasonable delay in taking the precautions set out in Clause 6, the Cardholder will be liable for all losses and liabilities incurred in connection with any unauthorized transactions or access involving the Card, and the Cardholder agrees to indemnify PrimeCredit for any losses and damages arising from or incurred in connection with any such unauthorized transactions or access.
- IV. The Cardholder agrees that the Cardholder will comply with all applicable laws, rules and regulations and other legal requirements that relate to the Cardholder's use of the Visa Click to Pay. In addition, the Cardholder agrees:
 - (a) to use Visa Click to Pay only as permitted by law;
 - (b) not to use Visa Click to Pay in breach of these Terms;
 - (c) not to disrupt or interfere with the security or operation of, or otherwise abuse, Visa Click to Pay, or any part of Visa Click to Pay;
 - (d) not to attempt to obtain unauthorized access to Visa Click to Pay or portions of Visa Click to Pay that are restricted from general access;
 - (e) not to use Visa Click to Pay in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third party rights;
 - (f) not to reproduce Visa Click to Pay in any form, or store or incorporate Visa Click to Pay into any information retrieval system, electronic, mechanical or otherwise;
 - (g) not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Visa Click to Pay or any portion thereof;
 - (h) not to use any device, software or routine to interfere or attempt to interfere with the proper working of Visa Click to Pay and/or take any action that imposes an unreasonable or disproportionately large burden on Visa Click to Pay System, as determined by Visa in its sole discretion; and
 - (i) to comply with any other requirements, restrictions or limitations imposed by PrimeCredit and/or Visa from time to time.

8. Limitation of PrimeCredit's Liability

- I. While PrimeCredit makes commercially reasonable efforts to make the Mobile Application available to the Cardholder, including the in-app registration of Visa Click to Pay services, PrimeCredit is not the provider of Visa Click to Pay and is not responsible for the use, performance and function of Visa Click to Pay as the operation and system of such service are under the control and management of Visa. The Cardholder acknowledges and accepts

that the performance or operation of the Card in Visa Click to Pay will depend on the performance of Visa, network connectivity, performance of the Mobile Device and any other third party service providers (e.g. mobile network operators, application developers or website hosts, etc.).

- II. PrimeCredit will not be liable to you for any suspension, failure, interruption or delay in Visa Click to Pay (including any service or function therein) 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 Cardholder is solely responsible for ensuring adequate protection and back-up of the Mobile Device and/or any data therein, 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
- IV. 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) performance or non-performance of Visa Click to Pay, Visa or any other third party(ies) which the Cardholder may have entered into an agreement with that may impact the use of the Card for CTP Card Not Present Transactions;
 - (b) any failure or interruption in the use of or functioning of the Card in Visa Click to Pay or the Mobile Device for any CTP Card Not Present Transactions caused by whatever reason;
 - (c) the Cardholder's inability to use a Mobile Device for any CTP Card Not Present Transactions made or to be made for any reason whatsoever; and
 - (d) refusal of any merchant to accept the Card or use the Card via Visa Click to Pay as a method of payment for any transactions.
- V. Notwithstanding any other provisions of the Terms and Conditions to the contrary, PrimeCredit and/or Visa shall have no obligation of any nature whatsoever to provide or continue to provide any other service or function in the Mobile Application and/or Visa Click to Pay to any person.
- VI. 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.
- VII. The Cardholder should contact PrimeCredit for all technical assistance regarding the Mobile Application, including but not limited to the types of Mobile Devices which support the Mobile Application.

9. Visa's Disclaimer of Warranties and Limitation of Liability

- I. In no event and under no cause of action, including negligence, shall the Visa Parties be liable for any damages, claims or losses incurred (including compensatory, incidental, indirect,

special, consequential, punitive or exemplary damages), however caused and under any theory of liability, arising from or in connection with the Visa Click to Pay and/or these terms, even if a Visa Party is advised of the possibility of such damages, claims or losses.

- II. Notwithstanding anything to the contrary contained herein, the Visa Parties' cumulative liability to you arising from any cause of action will at all times be limited to the lesser of (a) Cardholder's actual loss; or (b) US\$100 (or equivalent in local currency).
- III. Some jurisdictions do not allow the disclaimer, exclusion or limitation of certain warranties, liabilities and damages, so some of the above disclaimers, exclusions and limitations may not apply to you. In such jurisdictions, the Visa Parties' liability will be limited to the fullest extent permitted by applicable law. Nothing in these terms excludes the Visa Parties' liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter which it would be illegal for the Visa Parties to exclude or limit or attempt to exclude or limit liability.

10. Termination

- I. PrimeCredit may at its sole and absolute discretion, block, suspend, withdraw, cancel or terminate the use of the Mobile Application and the availability of Visa Click to Pay in the Mobile Application at any time without any reason or notice given to the Cardholder.
- II. PrimeCredit shall not be liable for any loss or 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 actions.
- III. The Cardholder acknowledges that deactivation of the Card from Visa Click to Pay and/or the removal of Visa Click to Pay services in Mobile Application will not affect his or her use of the Card in physical or other electronic forms and/or the Mobile Application itself.
- IV. For the avoidance of doubt, upon expiration, suspension or termination of the Card (in whatever form), any use of such Card via Visa Click to Pay shall be suspended or ceased simultaneously.
- V. Any termination of the use of the Card and/or use of the Card via Visa Click to Pay howsoever caused shall not affect any rights or liabilities which have accrued against the Cardholder prior to the date of such termination.

11. Lost, theft or unauthorized use of the Card

- I. If the Cardholder knows or suspects that (a) the Mobile Device which the Cardholder uses to access the Mobile Application is lost, stolen or tampered with; (b) there has been any unauthorized use of or access to the Mobile Device or the Mobile Application; (c) there has been any unauthorized disclosure of the Security Details and/or Payment Information; or (d) someone else knows the Security Details and/or Payment Information, the Cardholder shall report any such incident to PrimeCredit as soon as reasonably practicable.
- II. 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 transactions effected by the Card.

12. Amendment

PrimeCredit may vary from time to time, the provisions of the Terms and Conditions by giving prior notice in writing to the Cardholder or 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 continuing the registration of Visa Click to Pay in the Mobile Application or using the Card via Visa Click to Pay 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 shall deregister Visa Click to Pay in the Mobile Application before the effective date of such variation.

13. Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the laws of the 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.

14. Third Party Rights

No person other than the Cardholder, PrimeCredit and Visa 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.

15. 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.

16. 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.