

# Cardholder Agreement

This Agreement applies to the sim Credit Card and sim World Mastercard® issued by United Asia Finance Limited.

**IMPORTANT! Before you activate or use your Card (including a Virtual Card), please read the terms and conditions contained in this Agreement carefully and ensure that you understand them in full. By signing or using the Card (including activating or simply maintaining the card account), the Cardholder (including each Principal Cardholder and/or Supplementary Cardholder, as the case may be) will be regarded as having accepted and will be bound by the terms and conditions of this Agreement. By signing or using the Card, the Cardholder shall also be deemed to understand and acknowledge that the Card is issued to the Cardholder on the basis that the information, including without limitation, residential, office or mailing address, telephone number(s), fax number(s) and/or email address(es) and any information in relation to the Cardholder's financial and employment status provided to UAF is and will remain true and correct.**

## 1. Definitions

(a) In this Agreement, unless otherwise stated, the words listed below have the following meanings:

- (i) **"App"** means the "sim Credit Card app" application or any other application software maintained by UAF in the course of providing services relevant to the Card.
- (ii) **"this Agreement"** means this Cardholder Agreement entered into between the Cardholder and United Asia Finance Limited ("**UAF**") as amended and supplemented from time to time (whether in the form of an agreement, any terms and conditions or any other form which UAF may specify from time to time), which applies to and governs the use of the Card.
- (iii) **"UAF"** means United Asia Finance Limited and its successors and assigns.
- (iv) **"Business Day"** means a day (other than a Saturday or days on which a typhoon signal No. 8 or above or black rainstorm signal is hoisted in Hong Kong at 10:00 a.m.) on which banks are generally open for business in Hong Kong.
- (v) **"Card"** means any credit card (including any replacement and subsequently renewed credit card) issued or to be issued by UAF, whether in physical or electronic form as UAF may specify from time to time. Where the context permits or requires, a **"Card"** includes a Principal Card, a Supplementary Card, a Principal Virtual Card, a Supplementary Virtual Card and a co-branded card.
- (vi) **"Cardholder", "I", "me", "my" or "myself"** means the Principal Cardholder and, where the context permits or requires, any Supplementary Cardholder(s).
- (vii) **"Card Account"** means the account opened and maintained by UAF in the name of the Cardholder for the purpose of this Agreement. Where the context permits or requires, a **"Card Account"** includes a Virtual Card Account.
- (viii) **"Card Transaction"** means each transaction (including without limitation a Retail Purchase and a cash advance) effected by using the Card and/or its PIN, or otherwise through the Card Account. Where the context permits or requires, a **"Card Transaction"** shall also include a Virtual Card Transaction effected by using the Virtual Card, or otherwise through the Virtual Card Account.

- (ix) **"CSH"** means UAF's credit card customer service hotline.
- (x) **"CSH Services"** means any Card and other account related services from time to time offered by UAF under CSH in accordance with Clause 5.1.
- (xi) **"Current Balance"** means the total amount outstanding on a Card Account at any point in time.
- (xii) **"Digital Wallet"** means an electronic payment service that allows you to store an electronic version of your Card (including a Virtual Card) on a computer or device for the purposes of carrying out Card Transactions.
- (xiii) **"Electronic Services"** means any credit card and other account related services from time to time offered by UAF from electronic channels, including but not limited to website and mobile applications (including the App).
- (xiv) **"Fees and Charges"** means the interest, finance charges, other fees and charges set out in Clause 6 that are payable by the Cardholder to UAF pursuant to this Agreement and the figures of which are set out in the Fees and Charges table or Key Facts Statement as may be revised from time to time by UAF at its sole and absolute discretion.
- (xv) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- (xvi) **"Minimum Payment Due"** means the minimum sum to be paid by the Cardholder as specified in a statement issued to the Cardholder.
- (xvii) **"Payment Due Date"** means the date as specified in a statement issued to the Cardholder by which the Minimum Payment Due must be made to UAF.
- (xviii) **"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 UAF from time to time. The PIN is to be 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 transactions made through the Card.
- (xix) **"Principal Card"** means a Card issued to a Principal Cardholder.
- (xx) **"Principal Cardholder"** means the person to whom a Principal Card is issued by UAF (but excluding the Supplementary Cardholder).
- (xxi) **"Principal Virtual Card"** means a Virtual Card issued to a Principal Cardholder.
- (xxii) **"Retail Purchases"** has the meaning ascribed to it in Clause 4.5(a).
- (xxiii) **"Specific Card Transaction"** has the meaning ascribed to it in Clause 4.5(c).
- (xxiv) **"Statement Balance"** means the total amount outstanding on a Card Account as specified in a statement issued to the Cardholder.
- (xxv) **"Supplementary Card"** means a Card from time to time issued by UAF to a Supplementary Cardholder at the joint requests of such Supplementary Cardholder and the Principal Cardholder.
- (xxvi) **"Supplementary Cardholder"** means any person nominated by the Principal Cardholder and to whom a Supplementary Card is issued by UAF.
- (xxvii) **"Supplementary Virtual Card"** means a Virtual Card from time to time issued by UAF to a Supplementary Cardholder at the joint request of such Supplementary Cardholder and the Principal Cardholder.
- (xxviii) **"Telephone Instruction"** means any instruction in connection with the CSH Services given by the Cardholder to UAF through the use of a telephone in such manner as UAF may from time to

time prescribe.

- (xxix) **"Terminal"** means an automated teller machine, electronic data capture terminal, smart card terminal or other point-of-sale terminal or reader through which Card Transactions may be effected or processed from time to time.
  - (xxx) **"Virtual Card"** means the credit card product and/or service offered by UAF to a Cardholder from time to time (including Principal Virtual Card and its Supplementary Virtual Card) in electronic form by means of a Virtual Card Account Number where no physical card will be issued in respect thereof and shall include Mastercard Virtual Card or other Virtual Cards from time to time issued by UAF alone or in conjunction with any other institution.
  - (xxxi) **"Virtual Card Account"** means an account opened and maintained with UAF in connection with the use of the Virtual Card.
  - (xxxii) **"Virtual Card Account Number"** means the account number assigned by UAF to the Cardholder in respect of a Virtual Card enabling the Cardholder to make Virtual Card Transactions which are to be settled under the Virtual Card Account.
  - (xxxiii) **"Virtual Card Transaction"** means any hire or purchase of goods and/or services effected through the Virtual Card Account or by the use of the Virtual Card and/or Virtual Card Account Number via internet, telephone, fax, mail orders, computer, telecommunication, wireless, similar access device or other means as UAF may from time to time determine (as the case may be).
- (b) In this Agreement, unless the context requires otherwise:-
- (i) words denoting one gender shall include all other genders;
  - (ii) words denoting the singular shall include the plural and vice versa;
  - (iii) references to any statute or statutory provisions shall where the context so admits or requires be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time;
  - (iv) references to clauses and provisions are references to clauses and provisions of this Agreement; and
  - (v) references to this Agreement and any document referred to herein are references to this Agreement and such document as from time to time amended, supplemented, novated, restated or replaced and any document which amends, supplements, novates, restates or replaces this Agreement or such document (as the case may be).
- (c) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

## **2. Applicability of this Agreement**

Any and each use of the Card (including the Virtual Card) and operation of the Card Account (including the Virtual Card Account) and/or any other account(s) the Cardholder maintains with UAF (as the case may be) shall be subject to the terms and conditions of this Agreement from time to time in force and the Cardholder agrees to be bound by this Agreement upon his signature on and/or submission of the application form or signature on the Card (where applicable) or upon his receipt of the Card or the Virtual Card Account Number or upon the use of the Card (including the Virtual Card), whichever is earlier.

## **3 Supplementary Cards**

### **3.1 Liability of Principal Cardholder**

As the Principal Cardholder, I shall be fully liable for my debts and liabilities (including all Fees and Charges) and also all the debts and liabilities (including all Fees and Charges) of each 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 Supplementary Cardholder.

### **3.2 Liability of Supplementary Cardholder**

Each Supplementary Cardholder shall be liable for his own debts and liabilities (including all Fees and Charges) under his Supplementary Card and be bound by the terms and conditions of this Agreement but shall not be liable for the Principal Cardholder's debts and liabilities or the debts and liabilities of any other Supplementary Cardholder(s). A Supplementary Cardholder accepts that his debts and liabilities shall not in any event be affected, reduced or discharged by any dispute between the Principal Cardholder and the Supplementary Cardholder(s).

## **4 Use of the Card and the Virtual Card**

### **4.1 The Card and the Virtual Card**

- (a) I shall use my Card (including my Virtual Card, where applicable) until the expiry, suspension, cancellation or termination of the Card, subject to the terms and conditions of this Agreement in force at the time of use, including any amendments or additions from time to time.
- (b) For **my physical Card**, I shall sign and activate it in the manner directed by UAF immediately upon receipt of such Card from UAF. For **my Virtual Card**, I shall activate it in the manner directed by UAF immediately upon receipt of the Virtual Card Account Number from UAF. And by doing so, I shall be deemed to accept and agree to be bound by the relevant terms and conditions, as amended or further supplemented by UAF from time to time. I shall be responsible for any failure or delay in activating my Card. I acknowledge that every Card is a property of UAF, which is not transferable and must be unconditionally surrendered on request by UAF upon expiry, termination or cancellation of the Card.
- (c) Even if I have not received my physical Card, after UAF opens my Card Account, I can:
  - (i) use my Virtual Card on the App for online transactions; and
  - (ii) add my Virtual Card to a Digital Wallet and carry out transactions at any Terminal (where available).
- (d) When I receive my physical Card from UAF, I can:
  - (i) use my physical Card to withdraw cash from any Terminal (where available) in Hong Kong dollar; and
  - (ii) use my physical Card anywhere that Mastercard is accepted.
- (e) Subject to Clause 19, the Card may only be used:
  - (i) within their respective credit limit(s) determined by UAF in its absolute discretion and notified by UAF to me from time to time;
  - (ii) in the case of a **physical Card**, between the valid date (if any) and the expiry date embossed on the face of the Card or as notified by UAF to the Cardholder from time to time; and
  - (iii) in the case of a **Virtual Card**, for such period as designated by UAF from time to time.
- (f) Unless otherwise provided herein, my right to use the Card, PIN and/or the Virtual Card (as the case may be) shall be terminated forthwith upon:

- (i) the occurrence of any event mentioned in Clause 19; or
  - (ii) the making of a report to UAF in accordance with Clause 13 which is acknowledged by UAF.
- (g) If I lose or damage my Card or require a renewal, replacement or additional Card(s) or if a Cardholder requires a new, replacement or additional Virtual Card Account Number(s), UAF may at its sole and absolute discretion decide whether to issue such Card(s) and/or Virtual Card Account Number(s) (as the case may be) at a fee set out in the Fees and Charges table or Key Facts Statement.
- (h) My Card (including the Virtual Card) and the Virtual Card Account Number are not transferable and may be used only by me. My Card Account (including the Virtual Card Account) shall not be pledged or otherwise encumbered by any Cardholder as security or for any other purpose whatsoever.
- (i) Any complaints or claims from the Cardholder against any contracted Mastercard merchant, goods/services provider and Terminal operators shall be resolved by the parties concerned and the existence of any claim or dispute between these parties concerned shall not relieve or affect the Cardholder's obligations to settle any sums outstanding to UAF.
- (j) Use of the Card (including the Virtual Card) shall be subject to the terms and conditions in force at the time of use, including any amendments or additions from time to time, as prescribed by UAF.

#### **4.2 Safekeeping of the Card, the PIN and the Virtual Card Account Number**

- (a) I shall at all times act in good faith and take reasonable care of my Card, my PIN and my Virtual Card Account Number and keep my Card safely under my personal control and possession and my PIN and my Virtual Card Account Number secure and confidential. In particular, I agree:
- (i) to destroy printed copies of my PIN and/or my Virtual Card Account Number (if any);
  - (ii) not to disclose or allow any other person to use or gain access to my Card, my PIN and/or my Virtual Card Account Number under any circumstances;
  - (iii) to keep my PIN, my Virtual Card Account Number and my Card away from each other, e.g. not to write down my PIN and/or my Virtual Card Account Number on my Card or on anything usually kept with or near my Card;
  - (iv) not to write down or record my PIN and/or my Virtual Card Account Number without disguising it;
  - (v) 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);
  - (vi) not to use my PIN and/or my Virtual Card Account Number for accessing any other services (for example, connection to the internet or accessing other websites);
  - (vii) to change my PIN regularly;
  - (viii) to delete the App and remove my Virtual Card from the Digital Wallet before I sell, recycle, discard or permanently give my device away or when all my accounts maintained with UAF are closed. I should also remove my Virtual Card from the Digital Wallet when I give my device to someone else temporarily (for example, for repairs); and
  - (ix) to comply with any notification or request provided by UAF from time to time concerning any amendments or additions to the PIN.
- (b) Upon notice or suspicion of the PIN or the Virtual Card Account Number being disclosed or

known to any unauthorized person or any unauthorized Card Transaction being or may be effected, I must notify UAF immediately.

- (c) I agree to accept full and sole responsibility for all consequences, losses, and/or liabilities incurred because my PIN and/or my Virtual Card Account Number has become known to any other person for whatever reason or because of any unauthorized use or access of my Card, and I agree to indemnify UAF for any loss or damage incurred in respect of the above.

#### **4.3 Digital Wallet**

- (a) I agree to these terms if I add my Card (including my Virtual Card) to a Digital Wallet.
- (b) Any terms and conditions as agreed between me and my Digital Wallet service provider (including without limitation their privacy policy) from time to time remain applicable. I acknowledge that UAF has no control over my Digital Wallet service provider's change of its terms and conditions or privacy policy.
- (c) Enrolment, eligibility and use of my Card through a Digital Wallet
  - (i) To be able to use my Card through my Digital Wallet on my device, I must have a valid mobile phone number registered with UAF and follow the enrolment instructions and comply with the eligibility requirements set out in the Digital Wallet and provided by UAF.
  - (ii) I agree that UAF may decline to enroll my Card to a Digital Wallet under any of the following circumstances:
    - (A) the mobile phone number in the record of UAF is incorrect or invalid; or
    - (B) UAF, in its sole and absolute discretion, determine that my Card or any of my account maintained with UAF (including without limitation my Card Account) is not in good standing or conducted in a proper or satisfactory manner.
- (d) Once my Card is successfully enrolled to a Digital Wallet, I can use my Card through the Digital Wallet to make contactless payments at merchants (provided they accept contactless payments through a Digital Wallet). I may also be able to carry out transactions within the App where payment by a Digital Wallet is accepted.
- (e) I understand that UAF currently does not impose any additional fees for using my Card through a Digital Wallet. However, I acknowledge that my telecommunications or wireless communications service provider may impose fees or charges for my usage of a Digital Wallet, for which I shall be solely responsible. I confirm that I fully understand the nature of and how much those fees or charges may be.
- (f) To the extent permitted by law, UAF may in its sole and absolute discretion:
  - (i) terminate or suspend the use of my Card in a Digital Wallet;
  - (ii) modify or suspend the types of transactions and the relevant currency and amount allowed for me to carry out such transactions using my Card through a Digital Wallet;
  - (iii) change the eligibility requirements for use of my Card through a Digital Wallet;
  - (iv) change the authentication process of my Card; and
  - (v) any other features pertaining to the use of my Card through a Digital Wallet.
- (g) If UAF cancel my Card or that my Card is locked, UAF will disable the function for me to use my Card through a Digital Wallet (notwithstanding that a symbol for my Card may still be shown in my Digital Wallet or device).
- (h) I agree not to carry out any action or otherwise use any device, software or routine to interfere

or attempt to interfere with the proper working of my Card or a Digital Wallet or the device on which the same is operated, including circumventing or attempting to circumvent any user authentication or security measures that have been put in place in this respect.

#### 4.4 Renewal or Replacement

- (a) The renewal and replacement of my Card shall be at UAF's sole and absolute discretion. If my Card is not renewed and/or replaced by UAF, the whole Statement Balance becomes due and payable immediately without any demand or notice from UAF.
- (b) The renewed Card shall be issued before the expiry date and I agree to promptly inform UAF in the event that I have not received the renewed Card after the relevant expiry date.

#### 4.5 Credit Limit

- (a) UAF shall assign a credit limit or any maximum amount of usage to any Card (including any Virtual Card) from time to time, each expressed in Hong Kong Dollars, which is to be used for the payment for any purchase of goods and/or services (referred to hereinbelow as "**Retail Purchases**"), cash advances and utilizing such other credit services as UAF may provide or offer to me from time to time. The credit limit will be shared between the Principal Card(s) and its Supplementary Card(s) (if any). Where there is Supplementary Card(s), any credit limit(s) so determined by UAF shall be allocated to the Principal Card(s) and all of the Supplementary Card(s) in such proportions as UAF may in its absolute discretion specify or if UAF sees fit to do so. The Principal Cardholder(s) and Supplementary Cardholder(s) shall strictly observe any such credit limit and maximum amount assigned by UAF.
- (b) I understand that UAF, at its absolute discretion, can re-assign or alter my existing credit limit or any maximum amount based on periodic assessment of the credit risks associated with my Card Account (including any spending and repayment patterns). If UAF decides to increase my credit limit, advance notice will be given to me. Whereas, UAF shall have the absolute discretion to decrease my credit limit at any time and without prior notice following such periodic assessment described in this clause.
- (c) UAF may at its absolute discretion reject any Card Transaction in excess of the credit limit. However, UAF also has the discretion to approve such Card Transaction without prior notice to me, unless I elect to opt out of any over-the-limit facilities (if applicable). If I do not opt out of the over-the-limit facilities (if applicable), I will be deemed to have given consent to UAF to grant a temporary credit limit extension service to the relevant Card. If the Current Balance exceeds the credit limit (excluding all Fees and Charges) of my Card, an overlimit handling fee will be levied on my Card Account. Even if UAF 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, being Card Transaction which are not immediately processed by UAF or do not require authorization by UAF for effecting payment, may include (but are not limited to) the following:
  - (i) Octopus Automatic Add-Value and/or autopay transactions;
  - (ii) transactions where the posting amount exceeds the amount presented for authorization caused, for example, by currency exchange rate fluctuations in respect of transactions denominated in a foreign currency or surcharges levied by a merchant, UAF or the relevant card associations;

- (iii) any mobile or contactless payment transactions;
- (iv) Card Transactions approved by UAF but are not immediately posted to the Card Account;
- (v) stand-in authorization transactions; and
- (vi) transactions approved by the relevant card associations to my Card Account which may result in over-the-limit transactions.

I understand that UAF 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 Transactions (including any Specific Card Transactions) which are in excess of my credit limit and any related incurred Fees and Charges (such as over-the-limit fees or any surcharges etc. set out in Clause 6). I agree that UAF has the right to suspend or/and terminate my Card Account because my credit limit has been exceeded.

- (d) I agree that UAF 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 UAF will not be responsible or liable for any costs, losses, liabilities, damages, claims which I may suffer or incur in respect of the above.

#### **4.6 Services under the Card and/or Virtual Card**

- (a) The Card (including Virtual Card) is issued for use, subject to the credit limit(s) prescribed by UAF from time to time and the terms and conditions of this Agreement, in connection with facilities made available by UAF from time to time at its sole and absolute discretion including Retail Purchase, cash advances and such other credit facilities or services as UAF may from time to time provide or arrange such as card instalment plan, balance transfer and hire purchase of goods in which case I shall also be bound by the terms and conditions governing the use of the related services.
- (b) My Card (including my Virtual Card) shall not be used for any illegal or improper purposes. UAF has the absolute discretion to determine whether any Card Transactions is illegal or improper. If UAF believes such use has occurred, it reserves the right to (1) decline processing, authorizing or honoring such Card Transaction without notice and/or (2) terminate or suspend the Card immediately.

#### **4.7 Purchase of goods and/or services**

- (a) I may use my Card for Retail Purchase for personal use only and at the outlets of any contracted card associations merchant, subject to the credit limit UAF has assigned to me from time to time.
- (b) No interest will be charged if the full amount of outstanding Retail Purchase is received by UAF on or before the relevant Payment Due Date. I understand that if I chose not to settle the amount in full, interest will be charged on the outstanding balance including new Card Transactions entered into by me retrospective from the date of such Card Transactions until payment is made in full at the rate pursuant to the Fees and Charges table or Key Facts Statement.
- (c) UAF is not liable or responsible in any way, should my Card or my PIN be rejected by any merchant, person or Terminal or if any Terminal is not available for any reason (such as



malfunction, defect, power or failures of any kind). UAF is also not responsible 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 UAF 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 UAF under this Agreement will not be reduced by any claim or complaint made by me against a merchant and I will pay UAF the full amount shown in the Statement Balance on or before the relevant Payment 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 such disputes or complaints with the relevant merchant directly, in particular in relation to any autopay or direct debit, installment or financing arrangements to charge from my Card Account with the merchant.

- (d) In the event of any dispute that I may have with a merchant, UAF has the right not to act on any request to set up, modify or terminate such autopay or direct debit, installment or financing arrangements. UAF is not liable to me for any losses and damages in this respect.

#### **4.8 Cash advance**

- (a) After I successfully activate my physical Card, I can designate a PIN for my physical Card to withdraw cash from a Terminal. I can also use my designated PIN(s) to transfer cash from my Card to my designated bank accounts via the channels designated by UAF from time to time.
- (b) Interest will accrue on the amount of cash advance calculated on a daily basis from the date of the cash advance until the date of repayment. The cash advance handling fee, finance charge and the rate of interest shall be charged at the rate pursuant to the Fees and Charges table or Key Facts Statement.
- (c) I am required to activate my overseas cash advance facilities in advance if I intend to obtain cash advances outside Hong Kong through the overseas channels designated by UAF from time to time.
- (d) Notwithstanding anything to the contrary herein contained, the Cardholder may use the Virtual Card for Virtual Card Transaction only but not for withdrawal of cash.

#### **4.9 Liability of Card Transaction**

Subject to Clause 13, I agree to accept full liability and 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 and/or activated, (b) the Card Transaction is authorized by UAF, (c) the physical presentation of the Card is necessary or (d) the credit limit is exceeded, which includes:

- (i) any Card Transaction that does not involve the signing of any sales slip and/or any such transactions exceeding the credit limit, which UAF may authorize at its discretion;
- (ii) 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;
- (iii) records of cash advances in UAF's systems or records;
- (iv) records of Retail Purchases placed over (but not limited to) the telephone, physical mail, internet, fax or the use of my Card at a Terminal or by other methods of purchase in which the

physical form of my Card was not presented but my Card number and other required information about my Card, such as its expiry date, were provided;

- (v) records of other credit services which UAF may from time to time provide to me;
- (vi) 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;
- (vii) records of any transactions effected through Electronic Services and/or CSH Services; and
- (viii) records of any transactions effected through any means as may be approved by UAF from time to time.

#### **4.10 Services and Facilities**

I understand that UAF 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 terms and conditions.

### **5 Other Services**

The use of other services provided by UAF as set out in this Clause 5 are subject to the respective terms and conditions of each of these services as amended and supplemented by UAF from time to time. I agree to be bound by these terms and conditions when and if I use such services. I agree that UAF 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, UAF 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.

#### **5.1 CSH Services**

CSH Services shall be provided by UAF to the Cardholder on and subject to the following terms and conditions:

- (a) I may use the CSH Service by giving Telephone Instructions and authorize UAF to act on such Telephone Instructions. UAF may exercise its discretion to accept or reject such Telephone Instruction. UAF will not be liable to me for any loss or damage suffered by me resulting from UAF's exercise of its discretion to act or refusal to act upon such Telephone Instructions. Accordingly:
  - (i) any Telephone Instruction, once given, may not be rescinded or withdrawn without the written consent of UAF;
  - (ii) all Telephone Instructions given, as understood and acted on by UAF in good faith, shall be irrevocable and binding on me whether given by me or by any other person purporting to be a Cardholder; and
  - (iii) UAF shall be under no duty to verify the identity or authority of the person giving any Telephone Instruction or the authenticity of such Telephone Instruction.
- (b) UAF shall be entitled to prescribe, from time to time, the telephone number through which Telephone Instructions must be given.
- (c) Telephone Instructions, to be effective, must be given by using whichever PIN as may be required, and such other details as UAF may require and the aforementioned must be in a form

that is acceptable to UAF.

## **5.2 Electronic Services**

- (a) I understand that before using the Electronic Services, I should accept and be bound by the applicable terms and conditions of the Electronic Services as amended and supplemented by UAF 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 UAF to accept any instructions given by mail, facsimile or in writing purportedly given by me or electronic channels (including website and/or the App) by such means as UAF may prescribe from time to time. UAF shall be under no duty to verify the authority or identity of the person making or purporting to give such instructions or their authenticity. UAF 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.

## **6 Fees and Charges**

6.1 I agree the following Fees and Charges shall be levied on my Card Account from time to time. I CONFIRM THAT I UNDERSTAND THESE FEES AND CHARGES (which may be subject to revisions and/or adjustments by UAF at its sole and absolute discretion from time to time): -

### **(a) Annual fee**

Payable for Principal Card and Supplementary Card unless informed otherwise;

### **(b) New card replacement fee**

A fee payable on each Card that is replaced;

### **(c) Cash advance handling fee**

A handling fee payable for each and every cash advance transaction that is made;

### **(d) Late fee**

A fee payable when I fail to pay the Minimum Payment Due on or before the Payment Due Date as set out in the electronic statement;

### **(e) Overlimit handling fee**

Payable when the Current Balance (excluding all Fees and Charges) exceeds the credit limit of my Card;

### **(f) Direct Debit Authorization (DDA) payment return fee**

A fee payable in respect of any auto payment or direct debit authorization concerning the payment of any amounts to UAF that is rejected by the bank concerned;

### **(g) Paper statement retrieval fee**

A fee payable for supplying copies of statement as per my request;

### **(h) Sales draft retrieval fee**

A fee payable for supplying photocopies of sales draft as per my request;

### **(i) Credit balance withdrawal fee**

A fee payable when I request to withdraw any credit balance from my Card Account;

### **(j) Foreign currency transaction fee**

A fee payable on Card Transactions effected or denominated in foreign currency and option to settle foreign currency transaction in Hong Kong Dollars. UAF has the right to require me to pay in full or in part any transaction fees or surcharges charged by the relevant card

associations, or UAF;

**(k) Finance charge**

- (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;
- (ii) 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. If I do not pay Statement Balance in full on or before the Payment Due Date, a finance charge will be applied. The finance charge is calculated and accrues daily at the applicable rate (determined by UAF 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;
- (iii) The applicable finance charge is stipulated in the statement, card mailer, the Fees and Charges table or Key Facts Statement or notified by UAF to me in writing or by any other method as UAF may determine at its sole discretion;

**(l) Over-the-counter payment fee**

A fee payable when I request for over-the-counter payment at any UAF branch in Hong Kong or at any convenience store (where payment is available) in Hong Kong;

**(m) Instalment plan cancellation fee**

A fee payable when I request to cancel the instalment plan from my Card Account;

**(n) Returned cheque handling fee**

A fee payable when the cheque is returned or rejected;

**(o) Cross-border transaction fee**

A fee payable when a Hong Kong dollar transaction (including a refund) is conducted on the Card, whether in Hong Kong or overseas, and that transaction is processed overseas because the merchant or acquirer is registered overseas, in which case I shall be liable to pay in full or in part any relevant transaction fees or surcharges imposed by the relevant card associations or UAF, as UAF may require;

**(p) 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 electronic 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 UAF may from time to time specify.

**6.2 I shall be liable for all Card Transactions (including all related Fees & Charges):**

- (a) even if I do not sign a sales slip (including where a Card Transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without my signature);
- (b) even if the Card Transaction is effected involuntarily;
- (c) after termination of my Card or this Agreement; or
- (d) effected under any manner stated in Clause 4.9.

6.3 I fully understand that Fees and Charges are calculated according to the applicable rate at the time and subject to change by UAF at any time at its discretion as stated in the monthly statement or by advance notice given to me in accordance with Clause 18.

## **7 Exclusion or limitation of liability**

UAF 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, UAF's gross negligence:

- (a) the loss of any information or data stored in a Card (e.g. in the credit card chip) or where such stored information or data is inaccurate;
- (b) the exercise by UAF of its right to demand and procure the surrender of my Card prior to the expiry date, whether such demand and surrender is made and/or procured by UAF or by any other person or by any Terminal;
- (c) suspension, cancellation or termination by UAF of my Card (including my Virtual Card), or my Card Account (including my Virtual Card Account) pursuant to Clause 19;
- (d) the repossession of my Card, any request for its return, or any statement made or act performed by any person requesting its return, and in no circumstance shall the same be or constitute any reflection on or injury to the creditworthiness, character or reputation of me;
- (e) any misstatement, misrepresentation or omission in any details disclosed by UAF pursuant to Clause 15;
- (f) my act of fraud, forgery, willful default or negligence, including (without limitation) my failure to observe Clause 4 or 13 or follow any other recommendation of UAF from time to time regarding the safety and secrecy of my Card, my Virtual Card Account Number and my PIN or other security details relating to my Card;
- (g) any defects or deficiencies, problems in or damages to any goods or services paid for through the use of my Card (including my Virtual 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
- (h) the refusal of any merchant or Terminal to accept or honour my Card (including my Virtual Card). For the avoidance of doubt, no claim against any merchant or Terminal operator may be set off or counter claimed against UAF.

## **8 Electronic Statements**

8.1 A statement will normally be issued at monthly intervals and I acknowledge that UAF will let me know when a statement is available. UAF shall not be obliged to issue a statement if there has been no transaction entries covering the relevant statement period or no outstanding credit or debit balance on the Card Account as at the date of the statement. I can download my electronic statements from the App (which is subject to the terms and conditions governing the use thereof), and save and print them for my records. Each electronic statement sets out, among other matters, the following:

- (a) my Card transactions during the relevant statement period;
  - (b) the Statement Balance of my Card as at the date of the statement;
  - (c) the Payment Due Date for my Card;
  - (d) the Minimum Payment Due for that month; and
  - (e) details on how I can make payment to UAF.
- 8.2 UAF has the right to send all electronic statements of a Card Account to the Principal Cardholder, including statements relating to Supplementary Card(s).
- 8.3 I agree to check my statement carefully and to promptly notify UAF (via CSH Service- or any other means as UAF may direct from time to time) of any incorrect or unauthorized details or entries of Card Transactions shown in the statement within sixty (60) days of the statement date. Otherwise, the details of such transactions shown on the statement will be considered as correct, conclusive and binding on me and I shall be deemed to have waived any right to raise any objection or pursue any remedies against UAF in relation to such transactions.
- 8.4 Cycle in respect of statement issuance, namely statement cycle, may not correspond to a calendar month.
- 8.5 I shall promptly inform UAF (via CSH Services or any other means as UAF may direct from time to time) in the event that I do not receive my statement. Otherwise, I shall be deemed to have received all statements. I agree to pay UAF in accordance with the amounts set out in the statements and be liable for such sum regardless of whether I have received the statements or not.
- 8.6 I may request UAF to issue statement(s) of my Card Account in paper form, by way of email to [cs@thesim.com](mailto:cs@thesim.com) or telephone to the CSH at 2722 1111 or any other means as UAF may direct from time to time. I agree and acknowledge that UAF shall charge a one-off or monthly service fee for delivering paper form statement(s) of my Card Account.
- 8.7 I acknowledge that I will only be able to request for access from UAF of previous statement(s) of my Card Account for up to 7 years from the time when such request is made.
- 8.8 I acknowledge that UAF may at its discretion adjust any details or entries mistakenly or erroneously made by it on the statement(s) of my Card Account. For the avoidance of doubt, UAF shall not be liable to me for such mistake(s) on the statement(s), save where the same has been caused directly by UAF's gross negligence.

## 9 Card Account Direct Debit Authorization

- (a) I may authorize my designated bank to effect transfers from my bank account to that of UAF or such entity designated by UAF from time to time ("**Beneficiary**") for payment of whole or part of the outstanding balance of my Card Account (including my Virtual Card Account) in accordance with such instructions as my appointed Bank may receive from the Beneficiary from time to time.
- (b) I agree that neither my designated bank or UAF shall be obliged to ascertain whether or not notice of any such transfer has been given to me.
- (c) I accept full responsibility for any overdraft (or increase in existing overdraft) on my designated bank account which may arise as a result of any such transfer(s). I understand that should there be insufficient funds in my designated bank account to meet any transfer I may have authorized, my designated bank shall be entitled, in its sole and absolute discretion, not to effect such transfer. In such event, I acknowledge that my designated bank and/or UAF may levy their

respective usual charge(s) and may cancel such authorization at any time upon written notice to me.

- (d) Any direct debit authorization shall have effect until further notice. I agree that any notice of variation or cancellation of any direct debit authorization which I may give to my designated bank and/or UAF (via CSH Services or any other means as UAF may direct from time to time) shall be given, (i) if to my designated bank, such notice period as may be prescribed by the bank from time to time; and (ii) if to UAF, at least four (4) weeks prior to the date on which such cancellation/variation is to take effect. I further agree that any notice of suspension of any direct debit authorization which I may give to my designated bank and/or UAF (via CSH Services or any other means as UAF may direct from time to time) shall be given, (i) if to my designated bank, such notice period as may be prescribed by the bank from time to time; and (ii) if to UAF, at least five (5) Business Days prior to the date on which such suspension is to take effect. I agree that if no transaction is performed on my designated bank account under such direct debit authorization for a continuous period of thirty (30) months, my designated bank may cancel the direct debit arrangement without prior notice to me.
- (e) I acknowledge that my designated bank may, upon receiving such instructions for direct debit authorization from UAF and/or the Beneficiary, contact me by such means as my designated bank sees fit for the purpose of verifying and/or authenticating such authorization.
- (f) Unless otherwise instructed, the transfers from my designated bank account in respect of any direct debit authorization shall be effected on the relevant Payment Due Date(s) as shown on the relevant statement(s) of my Card(s) (including Virtual Card(s)).

## **10 Payments**

- 10.1 I shall be liable to UAF for all amounts charged to my Card or Card Account (whether or not the Card Transaction has been posted to my Card Account), including without limitation Retail Purchases, cash 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 such exchange rate as may be determined by UAF in good faith at its absolute discretion by reference to the exchange rate adopted by Mastercard and/or any other relevant credit card operator(s) on the conversion date. I agree and authorize UAF to debit the Card Account for all the amounts payable by me to UAF on the relevant Payment Due Date. Without prejudice to the right of UAF to demand full payment of Statement Balance, I shall pay UAF 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 Minimum Payment Due on or before the Payment Due Date will cause the relevant amount to be overdue and outstanding, in which UAF may impose the relevant finance charges and Late Fees and/or suspend, cancel or terminate my Card or other services set out in Clause 5, in accordance with Clause 14.1.
- 10.2 All amounts due to UAF under this Agreement shall be payable without any withholding or deduction by way of set off, counterclaim or otherwise of any amount due or alleged to be due from UAF or any other person and notwithstanding any legal limitation, disability or incapacity of me. Payments to UAF shall only be deemed to be received by UAF and credited to the Card Account when received in good and cleared funds and without any set off, claim, condition, restriction,

deduction or withholding whatsoever.

- 10.3 If I should be absent from Hong Kong for a period exceeding one month, arrangements to settle my Card Account should be made prior to my departure.
- 10.4 I understand that I shall not pay or deposit and UAF 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.
- 10.5 I understand and agree that UAF 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 UAF's records) determined by UAF without any notice to me. UAF 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.

## **11 Payment Order**

UAF will apply any payment received from me to settle the Statement Balance in the following order or in any other order as UAF deems fit from time to time:

- (a) all Fees and Charges billed;
- (b) installment amount in descending order according to the applicable rate and/or interest (if there is more than one installment plan);
- (c) outstanding cash advances amount;
- (d) outstanding Retail Purchases amount;
- (e) remaining portion of the outstanding balance in descending order according to the applicable rate and interest;
- (f) any other amount owed by me to UAF under this Agreement; and
- (g) any Fees and Charges and any Card Transactions (including Virtual Card Transactions) that have not appeared in any statements.

I understand that UAF 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 (including my Virtual Card Account) information including any spending and repayment pattern.

## **12 Refund of Credit Balance**

UAF shall at any time for whatever reason and without prior notice refund any balance standing to the credit in any Card Account(s) to the Cardholder at its sole discretion but in any event within sixty (60) days should the credit balance exceed HK\$350,000. For such purpose, credit balance in a Card Account does not include credit balances to the extent of disputed charges but includes credit balances resulting from merchandise returns.

## **13 Lost, Theft and Unauthorized Transactions**

- 13.1 I shall promptly report any loss, theft, unauthorized use or disclosure of my Card (including the Principal Card and/or any Supplementary Card) and/or my PIN and/or the Virtual Card Account Number to UAF, and change my PIN or any security details related to my Card as soon as possible. If this occurs overseas, I should notify any members of relevant card associations worldwide and change my PIN as soon as possible as applicable. I 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 UAF.

- 13.2 Subject to Clause 13.1, I shall be liable for all losses effected by any unauthorized use of my Card or PIN before UAF or any members of relevant card associations worldwide receives any report of loss, theft, unauthorized use or disclosure relating to my Card in accordance with this Clause 13.
- 13.3 I shall be entitled to withhold payment of the disputed amount and related 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 13. 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, in which case UAF reserves the right to re-impose any Late Fee or finance charges on the disputed amount over the whole period (e.g. from the day on which the report is made in accordance with this Clause 13, including the said investigation period) as if no withholding has occurred.
- 13.4 If I report any loss, theft, unauthorized use or disclosure of my Card, my Virtual Card Account Number and my PIN in accordance with this Clause 13, my maximum liability for any unauthorized Card Transactions occurring after such report is made (other than cash advances) shall be limited to HKD500 per Card.
- 13.5 I note that my maximum liability referred to in Clause 13.4 above does not apply (and I shall be liable for the full amount of losses effected by any unauthorized use of my Card, my Virtual Card Account Number and/or my 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, my Virtual Card Account Number, my PIN or any security details related to my Card; or
  - B. if I have acted fraudulently or with negligence or willfully defaulted in using or safeguarding my Card, my Virtual Card Account Number, my PIN or security details related to my Card. My failure to (i) promptly inform UAF of any loss, theft, unauthorized use or disclosure of my Card, my Virtual Card Account Number or my PIN or (ii) follow any recommendations of UAF from time to time regarding the safekeeping of my Card, my Virtual Card Account Number or PIN may be treated as negligence.
- 13.6 Following a report for loss, theft or unauthorized use of the Card, I shall be responsible for terminating, suspending or modifying any autopay, direct debit authorization and other regular payment arrangements myself with the relevant merchants or parties to the intent that no further debit transaction shall be made out of the Card Account or through the use of the Card.

## **14 Default and Indemnity**

### **14.1 Default**

If I fail to pay any amount due under this Agreement on any Payment Due Date, my right to use the Card (including the Virtual 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 and other Fees and Charges whether made in Hong Kong or abroad.

### **14.2 Debt Recovery**

I understand that UAF may at any time assign and/or refer the collection of the debts and liabilities in any unsettled Card Accounts to any credit management organization, debt collection agency and/or lawyer. I agree to indemnify and fully reimburse UAF for the costs and expenses incurred in recovering payment and enforcing its rights.

### **14.3 Indemnity**

I shall indemnify UAF on demand, for such amount of loss, damage, costs and expenses, (including all reasonable legal and debt collection costs and expenses) which UAF may reasonably incur by reason of any Card Transaction effected through the use of my Card (including my Virtual Card) or any default by me in respect of any provision of this Agreement.

## **15 Data Privacy**

15.1 I agree that my personal data collected by UAF from time to time may be used, held, transferred and/or disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the laws and regulations in those countries and policies of UAF on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by UAF to me from time to time, including without limitation the *Privacy Policy* and the *Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance (the "Ordinance")* and the *Code of Practice on Consumer Credit Data (the "Code")*. Such data may also be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong) and disclosed (by way of references or otherwise) to any financial institution with which I have or propose to have dealings to enable such financial institution to conduct credit checks on me.

15.2 In addition to Clause 15.1, UAF is authorized to disclose my personal data:

- (a) to other parties and/or affiliated companies and/or co-branding partners and/or third party service providers to enable UAF to evaluate facilities, services or products offered by it or them;
- (b) to any merchant who participates in any gift redemption arrangements with me for identification;
- (c) to facilitate the processing of Card Transaction (including Virtual Card Transaction) at any Terminal of such institution;
- (d) to UAF'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; and
- (e) to comply with any obligations, requirements or arrangements relating to the disclosure and use of my personal data that apply to UAF and/or any of its affiliated companies or with which UAF and/or any of its affiliated companies are expected to comply according to:
  - 1. any applicable laws from time to time binding on UAF and/or any of its affiliated company in Hong Kong or elsewhere;
  - 2. any guidelines or guidance given or issued from time to time by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industrial bodies or associations of financial services providers in Hong Kong or elsewhere;
  - 3. any present or future contractual obligations or other commitments with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-

regulatory or industrial bodies or associations of financial services providers that are assumed by or imposed on UAF or any of its affiliated companies by reason of its financial, commercial, business or other interests or activities in or related to such entities.

I understand that UAF has no liability and will not be liable for any loss or damage (directly or indirectly) arising from the disclosure and/or use of my personal data mentioned in this Clause 15.2.

15.3 To protect the rights of both UAF and me, and to help resolve any disputes between us, I understand that UAF may (but shall not be obliged to) record, and I acknowledge and agree to UAF recording all telephone conversations between UAF and me and my instructions given to UAF, in writing and/or by tape recording and/or any other methods as UAF may determine. These records shall be conclusive and binding on me and are deemed to be the property of UAF and may be retained by UAF for such period as UAF deems appropriate subject to all the applicable laws and relevant regulations.

15.4 I shall, at any time, have the right to request for access to any personal data or information held by UAF concerning me. I also have the right to request UAF to update and correct such information by writing to the Data Protection Officer, United Asia Finance Limited, 20/F., Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong. UAF reserves the right to impose a reasonable charge to cover the cost of complying with such request.

15.5 I shall, at any time and without charge, choose not to receive any direct marketing or message from UAF by informing the Data Protection Officer in writing.

## **16 Amendments and Assignment**

16.1 I agree that UAF has the right to unilaterally amend and vary the terms and conditions of this Agreement, the Fees and Charges table, Key Facts Statement and any agreements, statements, terms and conditions that apply to and govern the use of my Card, from time to time by giving prior written notice 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 UAF. I and my Supplementary Cardholder(s) (if applicable) shall be deemed to have accepted and will be bound by such amendment and variation unless we return our Card(s) to UAF for termination before the date on which such variation takes effect.

16.2 If I do not accept such amendments or additions, I shall, before UAF's stipulated effective date for the change of terms and conditions, give written notice to UAF for termination of my Card Account (including my Virtual Card Account), the Card (including the Virtual Card) and return the Card to UAF or do such acts as may be directed by UAF for the termination of the Card Account and the Card.

16.3 If I retain the Card or otherwise maintain the Card Account or use the Card after the relevant date on which such amendment and variation of terms and conditions mentioned in Clause 16.2 takes place, I shall be deemed to have accepted and agreed to such amendment and variation of the terms and conditions without reservation.

16.4 I may not assign any part of my rights under this Agreement. UAF may assign, delegate, sub-contract, sub-participate or transfer any or all of its rights and obligations under this Agreement to

any person without my prior consent.

## **17 Rights of Third Parties**

No person other than the Cardholder and UAF shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provision of this Agreement or to enjoy any other benefit. For the avoidance of doubt, this Agreement may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.

## **18 Communication**

18.1 I shall promptly notify UAF of any change in my personal information (including my residential, office or mailing address, telephone number(s), fax number(s) and/or email address(es) and any change in my financial and employment status). I understand that each physical address provided to UAF shall always be in Hong Kong. UAF has the right to use any contact information mentioned in this clause last known by it to communicate with me, such as by telephone, email, SMS, fax or letter.

18.2 Any monthly statement, notice or other communication given by UAF to me or my Supplementary Cardholder(s) may be delivered by sending the same by way of ordinary post to the usual or last known address(es) of me or my Supplementary Cardholder(s) according to the record of UAF, and such communications shall be deemed to have been received (a) two (2) days after the date of posting if such address(es) is in Hong Kong or (b) [seven (7) days] after the date posting if such address(es) is outside Hong Kong (as the case may be). Any monthly statement, notice or other communication given by UAF to me or my Supplementary Cardholder(s) by way of e-mail address, mobile phone number (via SMS) or fax number last known to UAF shall be deemed to have been received by me or my Supplementary Cardholder(s) immediately upon transmission. Notwithstanding the foregoing, in the case of legal process these periods shall be governed by the rules of service under the relevant laws of Hong Kong or elsewhere.

18.3 All notices or other communications sent by me or my Supplementary Cardholder(s) to UAF shall be deemed to have been delivered to UAF on the day of actual receipt.

18.4 Items sent to the Cardholder are sent at the Cardholder's risks..

## **19 Termination, Cancellation and Suspension**

19.1 I understand that the Principal Cardholder and/or Supplementary Cardholder(s) may at any time terminate or cancel their respective Card(s) (including their respective Virtual Card(s)) in accordance with the following terms and conditions:

- (a) The Principal Cardholder may at any time terminate or cancel the Card (which includes the Principal Card, any Supplementary Card, the Principal Virtual Card and any Supplementary Virtual Card, as the case may be) by giving UAF reasonable notice in writing or verbally by telephone at such telephone numbers as UAF may from time to time prescribe.
- (b) In the event that UAF has been requested by the Principal Cardholder to terminate, cancel or suspend the use of any Supplementary Card and that such Supplementary Card is not returned to UAF at the same time, UAF (if requested to do so by the Principal Cardholder)

shall be entitled to stop any further use of such Supplementary Card in line with the procedures which apply to lost Cards in Clause 13. Notwithstanding the foregoing, the Principal Cardholder shall be liable for all and any payments arising from the use of such Supplementary Card until it has been returned or until UAF is able to implement the relevant procedures. The Principal Cardholder shall also be liable for all and any related charges arising from implementing such procedure.

- (c) Where any Supplementary Cards have been issued, a Supplementary Cardholder may at any time terminate, cancel or suspend the use of his Supplementary Card (including his Supplementary Virtual Card) in the manner set out in Clause 19.1(a).
- (d) In addition to such notice for termination, cancellation or suspension of the use of the Card by a Principal Cardholder in accordance with Clause 19.1(a) or a Supplementary Cardholder in accordance with Clause 19.1(c) (as the case may be), where applicable, the Card (including the Principal Card and/or any Supplementary Card(s)) shall be returned to UAF at the same time. Each returned Card shall be duly defaced by cutting off the front top right-hand corner so as to ensure that both the hologram and the magnetic stripe have been cut.
- (e) All losses, damages, reasonable costs and expenses (including legal fee and collector's fee) reasonably arising out of the use of the Card (including the Virtual Card) by the Cardholder shall be borne by the relevant Cardholder in accordance with the terms and conditions of this Agreement until UAF actually receives the relevant notice for termination, cancellation and/or suspension and (where applicable) the returned Card.
- (f) For the purpose of this Clause 19.1, any termination, cancellation or suspension of the use of any Card shall be effective only upon UAF actually receiving such notification via the aforementioned channels.

19.2 I understand that UAF reserves the absolute right at any time to terminate, cancel, suspend, withdraw or revoke my Card (including my Virtual Card) and any services thereby offered or to disapprove any Card Transaction without notice, with or without giving any reasons, which shall not prejudice any rights of UAF whatsoever. UAF shall not be liable for any loss or damage of whatsoever nature which the Cardholder may suffer directly or indirectly as a result of such termination, cancellation, suspension, withdrawal, revocation or disapproval. Upon such termination, cancellation or suspension of the use of my Card, I shall immediately cease to be entitled to the use of my Card Account (including my Virtual 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 UAF. Upon request by UAF, my Card must be returned to UAF after termination. Each returned Card shall be duly defaced by cutting off the front top right-hand corner so as to ensure that both the hologram and the magnetic stripe have been cut.

19.3 If for any reason my Card (including my Virtual Card) is cancelled or terminated by me or by UAF, or my right to use the Card is revoked upon my bankruptcy, death or otherwise, then:

- (a) all rights and privileges (including those arising under any Supplementary Cardholder(s)) (if applicable) shall be automatically terminated; and
- (b) all obligations incurred or existing under this Agreement as of the date of termination shall survive such termination; and

(c) all sums owed by me to UAF under this Agreement (including all sums owed under the Principal Card and/or Principal Virtual Card and every Supplementary Card and/or Supplementary Virtual Card) whether or not the amount under any Card Transaction has been posted to the Card Account, including 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 UAF; and

(d) in the event of my bankruptcy, death or any other applicable circumstances, my estate and/or personal representative shall be liable for settling such sums.

19.4 Following such suspension, cancellation or termination, I shall be responsible for terminating, suspending or modifying any autopay, direct debit authorization and other regular payment arrangements myself with the relevant merchants or parties to the intent that no further debit transaction shall be made out of the Card Account or through the use of the Card.

## **20 Compliance with Sanctions and other Requirements**

I understand that UAF shall at any time and from time to time without prior notice, restrict usage of a Card (including a Virtual Card) in certain countries/territories or with certain individuals or entities according to UAF's internal guidelines or policies or applicable sanctions laws and regulations and this may lead to the delay, blocking or refusing the making or clearing of any payment or the processing of my instructions. UAF shall not be liable for any loss or damage that I or any third party may incur or suffer directly or indirectly resulting from such actions.

## **21 Maintenance of the Platforms**

21.1 I understand that UAF shall not be liable for any delay or inaccessibility of the Log-in Account and/or the online services by me at any time. Under no circumstances shall UAF be liable to the Cardholder or any third party for any loss arising out of or in connection with such delay or inaccessibility.

21.2 I acknowledge that while UAF shall exercise reasonable endeavors to provide access to the Log-in Account and the online Services to me, some or all of such services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other causes beyond the reasonable control of UAF.

21.3 If I do not accept the proposed changes by UAF, the only recourse available to me is to terminate the online services in accordance with this Agreement.

## **22 Transaction(s) outside Hong Kong / Non-Hong Kong Dollar Transaction Fee(s)**

Amounts of those Card Transactions processed outside Hong Kong and/or in currency other than Hong Kong Dollar shall be converted into Hong Kong Dollars before debiting (or crediting as the case may be) to the Card Account. UAF shall be entitled to effect any payment in connection with this Agreement in any currency as UAF may prescribe. Where a conversion of one currency into another currency is required under this Agreement, such conversion shall be calculated at such rate as may be determined by UAF in good faith at its absolute discretion and by reference to the exchange rate adopted by Mastercard and/or any other relevant credit card operator(s), which shall be conclusive and binding on the Cardholder. The Cardholder shall pay UAF its levies at such additional percentages as prescribed

by UAF plus all commissions, charges and fees charged to UAF by Mastercard Worldwide and/or other intermediaries or service providers in relation to such Card Transactions, foreign currency exchange, remittance and transfer services ancillary thereto.

## 23 Spending Reward Program

Eligible Cardholders may participate in any one of the spending reward programs (the "**Programs**") (including, without limitation, gift redemption programs and cash rebate schemes) from time to time operated by UAF and switch among the Programs subject to any conditions as UAF may stipulate.

Certain principal terms and conditions of the Programs are summarized as follows:-

- (a) The Cardholder will be awarded with bonus points or cash rebate at such rate as UAF may at its absolute discretion determine from time to time for his spending on Retail Purchase with any Card (including any Virtual Card) save and except for cash advance, casino chips transaction or such other excluded transactions from time to time determined by UAF. Any bonus point or cash rebate so awarded will be shown in a statement (and in the case of cash rebate, credited to the Card Account). However, in the event of retail return or retail credit adjustment transaction, the relevant amount of bonus points or cash rebate attributable thereto will be reversed.
- (b) The period during which the bonus points may be accumulated in respect of each Card (including Virtual Card) shall, subject to any early termination, cancellation or suspension of the Card Account, be limited to such period as UAF may at its absolute discretion and from time to time determine ("**Valid Period**"). Subject as aforesaid, the bonus points may be used until the last day of the calendar month in which such Valid Period expires and any bonus points remaining unused thereafter will be cancelled.
- (c) UAF shall be entitled from time to time, without prior notice to or consent of the Cardholder:-
  - (i) to amend the terms and conditions of any of the Programs and/or to provide additional terms thereof from time to time to take effect on the date as it may stipulate;
  - (ii) to suspend, cancel and/or terminate any of the Programs at any time;
  - (iii) to alter and/or add to the types of privileges and benefits offered under any of the Programs;
  - (iv) not to allow any Cardholder to be awarded any bonus points or cash rebate, or to use any bonus points for redemption; and
  - (v) to cancel all or such part of the accumulated bonus points of any Cardholder in accordance with such criteria as UAF may in its absolute discretion deem appropriate from time to time or upon termination, cancellation or suspension of the Card Account due to whatever reason.
- (d) Details of the Programs shall be determined by UAF in its sole and absolute discretion and be subject to such specific terms and conditions as may be stipulated by UAF from time to time. All determination in relation to any Programs made by UAF shall be conclusive and binding on the Cardholders. In case of any conflict between these specific terms and the terms herein, the former shall prevail for the purpose of the Programs.

## 24 Delegation of Credit Card Services

The Cardholder agrees that UAF may, in its absolute discretion and on such terms and conditions as it may consider appropriate, delegate (with full power of sub-delegation without limit) any services in relation to the operation of the Card (including the Virtual Card) and/or related products to UAF's agent

or any third parties which UAF may select from time to time without notice to the Cardholder. UAF shall be under no obligation to notify the Cardholder of the existence of any such delegation or any matters in connection therewith.

## **25 Set off**

25.1 In addition to any general right of set off or other rights in law or under any agreement, I acknowledge that UAF can combine or consolidate the Current Balance on my Card Account (including my Virtual Card Account) with the balance on any other account which I have with UAF without prior notice in satisfaction of the Cardholder's liability to UAF under this Agreement. If I am the Principal Cardholder, UAF's right will extend to the Current Balance of my Supplementary Cardholder(s) (if applicable). UAF is entitled to set off or transfer any money standing to the credit of my other account in UAF in or towards settlement of my liability to UAF under this Agreement.

25.2 Where Supplementary Card(s) is/are issued, UAF may: -

- (a) set off the credit balance in any other account of the Principal Cardholder maintained with UAF against any debit balance in the Card Account due from any and/or all Supplementary Cardholders to UAF; and
- (b) set off the credit balance in any other account of a Supplementary Cardholder maintained with UAF against the debit balance in the Card Account due from that Supplementary Cardholder to UAF. For the avoidance of doubt, UAF shall not set off the debit balance in the Card Account of the Principal Cardholder or a relevant Supplementary Cardholder against the credit balance in any account of any other Supplementary Cardholder maintained with UAF. A Supplementary Cardholder may at his option make voluntary payments to settle the balances of the Card Account due from the Principal Cardholder and/or any other Supplementary Cardholders (as the case may be).

25.3 For the purpose of setting off as provided herein, UAF may at its sole and absolute discretion convert any currency into another currency at such exchange rate as may be determined by UAF in good faith at its absolute discretion, treat future liabilities as presently due after a discount by UAF to present value in a commercially reasonable manner, and estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest.

25.4 I understand that UAF will use its reasonable endeavours to notify me if and after it has exercised its right of set off herein.

## **26 Waivers**

A waiver by us of any provision of our terms will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure, relaxation, forbearance, indulgence or delay by us in exercising any right, power or remedy will prejudice, affect or restrict any of the rights and powers UAF have under this Agreement, or operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under our terms is intended to be cumulative and in addition to any other right, power or remedy we have in law.

## **27 Law and Language**



27.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

27.2 No person other than the Cardholder and UAF shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

27.3 If at any time any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not in any way be affected or impaired thereby.

27.4 If there is any inconsistency or conflict between the English version of this Agreement and the Chinese version, the English version shall prevail.

Effective from [ \* ], 2022

Warning: You have to repay your loans. Don't pay any intermediaries.

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