



Terms and Conditions for Account Creation (Mobile Application Registration)

IMPORTANT NOTICE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE REGISTERING AN ACCOUNT OR USING ANY OF THE SERVICES AVAILABLE AT THIS MOBILE APP ("APP").

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN THE CARDHOLDER AND UNITED ASIA FINANCE LIMITED ("UAF") ESTABLISHING THE TERMS AND CONDITIONS ON WHICH THE APP MAY BE USED. BY REGISTERING AN ACCOUNT OR USING ANY OF THE SERVICES AVAILABLE AT THE APP, THE CARDHOLDER WILL BE DEEMED TO HAVE AGREED TO THE TERMS AND CONDITIONS SET OUT HEREIN, THE CARDHOLDER AGREEMENT AND ANY OTHER AGREEMENTS WHICH APPLIES TO AND GOVERNS THE USE OF ANY CREDIT CARD(S) ISSUED TO THE CARDHOLDER BY UAF, TERMS AND CONDITIONS FOR USE OF THE APP AND ANY OTHER AGREEMENT(S) WHICH IS OR MAY BE RELEVANT TO THE USE OF ANY OTHER SERVICES AVAILABLE AT THE APP.

IF THE CARDHOLDER DOES NOT ACCEPT SUCH TERMS AND CONDITIONS, HE/SHE SHALL NOT REGISTER AN ACCOUNT OR USE ANY OF THE SERVICES AVAILABLE AT THE APP.

THE CARDHOLDER WILL BE DEEMED TO HAVE AGREED TO THE REVISED TERMS AND CONDITIONS IF HE/SHE CONTINUES TO USE ANY OF THE SERVICES AVAILABLE AT THE APP FOLLOWING ANY CHANGE TO THESE TERMS AND CONDITIONS.

1. Introduction and registration

- 1.1 Holder ("**Cardholder**") of any credit card ("**Card**") issued by United Asia Finance Limited ("**UAF**") (including a Principal Card, a Supplementary Card, a Principal Virtual Card, a Supplementary Virtual Card and a co-branded card) may, *inter alia*, access services relating to his/her Card, including his/her Virtual Card (as the case may be), through registering an online and mobile account ("**Online Account**") and/or using the services available at this Mobile Application ("**App**").
- 1.2 These terms and conditions ("**Terms and Conditions**") are supplementary to the Cardholder Agreement which applies to or govern the use of any Cards issued to the Cardholder by UAF. Terms defined in the Cardholder Agreement shall, unless otherwise stated, have the same meaning when used herein.
- 1.3 In order to register an Online Account or use any of the services available at this App, a Cardholder has to download the App to his/her mobile device and then follow and complete the registration procedures set out in the App.

2. Verifying identity

- 2.1 When the Cardholder registers an Online Account or use any of the services available at this App, UAF will request the Cardholder for his/her personal data for the purpose of identity verification. In general, such data will include (without limitation) the Cardholder's full name, identity card number, date of birth, address, contact details, nationality, facial image and information about the Cardholder's mobile device used for registration of the Online Account or accessing any of the services available at this App (the "**Designated Mobile Device**"). UAF may also ask the Cardholder to give other proof(s) and complete any other step(s) to verify the Cardholder's identity. The Cardholder should give UAF complete, true, accurate and up-to-date information for the purpose of identity verification.
- 2.2 To enable UAF to continue providing relevant services, the Cardholder may be required to complete identity verification process(es) from time to time to keep UAF's records up to-date.

3. Subject to UAF's approval

UAF reserves the absolute right to decide whether or not to approve any registration of Online Account or provide any relevant services. Even if the Cardholder has completed the registration procedures, UAF may at its sole and absolute discretion disapprove such registration of Online Account or refuse to provide any relevant services if UAF is not satisfied with the result of identity verification of the Cardholder or there exists any other reasonable ground(s) for UAF to do so. Upon a satisfactory identity verification, the Designated Mobile Device will be registered to enable the Cardholder to use the Online Account and any other services available at this App.

4. No unlawful use

The Cardholder should use the Card (including the Virtual Card), the App, the Online Account and other functions and services provided by UAF sensibly and responsibly, and should never use them for any unlawful or improper purpose or in any unlawful or improper manner. UAF has the absolute discretion to determine whether any use is illegal or improper. If UAF believes such use has occurred, it reserves the right to cancel the Card (including the Virtual Card), suspend and/or close the Cardholder's Online Account or terminate any of the functions or services provided to the Cardholder immediately.

5. Security measures

The Cardholder should take reasonably practicable security measures when using this App, the Online Account and the Designated Mobile Device. The list of security measures set out below is an overview and is not intended to be exhaustive. The Cardholder should also refer to the security advice provided by UAF from time to time in the App or on the UAF website (www.thesim.com):

5.1 Regarding the App, the Cardholder shall:

- (a) Only download the App from trusted mobile application stores (i.e. Google Play™ store and App Store) or through the UAF website to scan the selected QR code to download the App. Where any mobile application or its source is suspicious, the Cardholder shall not download and/or shall stop installation at once and shall not login or activate (Google Play logo is a trademark of Google Inc., and the App Store is a service mark of Apple Inc.).
- (b) Install updates and patches for the App and the operating systems and browsers regularly from the mobile application stores or from the UAF website.
- (c) Not download the App via wireless network (i.e. Wi-Fi) that is public or not protected by password.

5.2 Regarding the Designated Mobile Device and security information, the Cardholder shall:

- (a) Download the App and access the Online Account and services on the Designated Mobile Device only.
- (b) Not download or use the App on any mobile device or operating system that has been modified outside the mobile device or operating system vendor-supported or vendor-warranted configurations or designate the same as the Designated Mobile Device. This includes a mobile device that has been "jail-broken" or "rooted", that is a mobile device that has been freed from the limitations imposed on it by the telecommunications service provider and/or the mobile device manufacturer without their approval.
- (c) Not connect the Designated Mobile Device to any computer suspected to be infected by virus.
- (d) Install anti-virus software, firewall and other security tools on the Designated Mobile Device. The Cardholder can visit Hong Kong Computer Emergency Response Team Coordination Centre ("HKCERT") website for reference: <https://www.hkcert.org/mobile-security-tools>.
- (e) Disable any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC) or logout from the

Online Account and the App when not in use; and choose encrypted networks when using Wi-Fi and disable Wi-Fi auto connection setting.

- (f) Activate the auto-lock function on the Designated Mobile Device.
 - (g) When setting personal password, login credentials and security information:
 - (i) not use easy-to-guess personal information, numbers or words;
 - (ii) not write down or record any password, login credentials and security information without disguising them;
 - (iii) not keep any password, login credentials and security information on or near the Designated Mobile Device;
 - (iv) not use the same password, login credentials and security information for different services; and
 - (v) change the Cardholder's password, login credentials and security information regularly.
 - (h) Keep the Designated Mobile Device safe and keep all personal passwords, login credentials and security information that are used to operate the Cardholder's Online Account and obtain services confidential; not allow anyone else to use the Cardholder's personal passwords, login credentials and security information; and safeguard them from loss, theft, accidental or unauthorized leak or unauthorized use.
 - (i) Notify UAF as soon as reasonably practicable if the Cardholder finds or suspects that the Designated Mobile Device, the Virtual Card Account Number, the PIN for the Card or any personal credentials or security information is lost, stolen, leaked or used without the Cardholder's authorization; and change the Cardholder's personal credentials and security information immediately.
 - (j) Not store non personal biometric credentials on designated mobile advice.
 - (k) Delete the App and all personal passwords, login credentials and security information that are stored on the Designated Mobile Device before the Cardholder leaves it with another person for repair or other reasons, or before the Cardholder disposes of it.
- 5.3 Regarding use of the Online Account and services, the Cardholder shall:
- (a) Only use encrypted and reliable mobile internet connections to login to operate the Online Account or use the services and do not use wireless network (i.e. Wi-Fi) that is public or not protected by password.
 - (b) Not activate or operate the Online Account or use the services on any mobile device other than the Designated Mobile Device.

6. The Cardholder's instructions

- 6.1 How to give instructions:
- (a) The Cardholder will have to give instructions to UAF by such means and in such manner specified or accepted by UAF. UAF has the right to refuse any instruction that does not meet this requirement.
 - (b) The Cardholder should check and ensure that each instruction is complete and correct before sending it to UAF. Once sent, the Cardholder cannot change or cancel an instruction without UAF's prior consent.
- 6.2 How UAF handles the Cardholder's instructions:
- (a) UAF has the right to treat any instruction sent from the Designated Mobile Device using the Cardholder's personal credentials or security information or any information UAF reasonably believes is given by the Cardholder or the Cardholder's authorized person as instruction given by the Cardholder, whether or not it is in fact given by the Cardholder. Such instruction and the resulting transactions will be valid and binding on the Cardholder. UAF is not required to take further steps to verify the identity of the person sending the instruction or the authenticity of the instruction. Nevertheless, UAF

reserves the right to require the Cardholder to authenticate an instruction by entering the personal password or providing other personal credentials, or requiring other evidence of identity or authority as UAF thinks fit.

- (b) UAF may treat each instruction received by UAF as a separate instruction, unless UAF actually knew before executing the instruction that it duplicated another instruction.
- (c) If a payment or money transfer instruction is received by UAF after UAF's daily cut off time or outside UAF's business hours, UAF may still debit or withhold the relevant amount from the Cardholder's Online Account and/or Card Account on the same day but UAF may not process the instruction until the next business day.

7. Responsibilities for transactions and checking records

7.1 Who is liable for unauthorized transactions?

- (a) The Cardholder is not liable for unauthorized transactions and any direct loss suffered by the Cardholder unless the Cardholder has acted fraudulently or with gross negligence. However, if the Cardholder has acted fraudulently or with gross negligence, the Cardholder may be held liable for all losses resulting from unauthorized transactions.
- (b) The Cardholder will be taken as having acted with gross negligence in one or more of the following cases:
 - (i) if the Cardholder knowingly (whether or not voluntarily) allows another person to use or have access to the Designated Mobile Device, his/her Card or personal credentials or security information to obtain access to the Online Account, Card Account, services or conduct transactions;
 - (ii) if the Cardholder fails to notify UAF as soon as reasonably practicable that he/she finds or believes that the Designated Mobile Device, his/her Card or personal credentials or security information have been lost, stolen or compromised, or any unauthorized transaction has been conducted; or
 - (iii) if the Cardholder fails to take reasonably practicable steps to safeguard the security of his/her Designated Mobile Device, Card or personal credentials or security information, including failing to follow the security advice given by UAF from time to time.

7.2 Checking transaction records and account statements

- (a) UAF will provide statements of the Online Account and the Card Account (including the Virtual Card Account) (altogether referred to as "**account statements**") in electronic form. The Cardholder agrees to receive the account statements in electronic form, instead of paper form.
- (b) The Cardholder shall be required to review the transaction records and account statements promptly to check and report any error or unauthorized transaction. The Cardholder should notify UAF as soon as reasonably practicable of any item which he/she believes is an error or unauthorized transaction and, in any case, within sixty (60) days from the date of the account statement.

7.3 The Cardholder will compensate UAF

- (a) If UAF incurs reasonable cost or expenses or suffers any losses in the course of providing services to the Cardholder and/or acting on the Cardholder's instructions, the Cardholder shall compensate UAF for such cost, expenses and losses.
- (b) If UAF suffers any losses as a result of the Cardholder's failure to comply with these Terms and Conditions or to perform the Cardholder's obligations in relation to the Cardholder's Online Account, Card Account (including the Virtual Card Account) and transactions, the Cardholder shall compensate UAF for such losses and the expenses (including legal fees) reasonably incurred by UAF.

7.4 Mis-transfers of funds

The Cardholder should be careful and avoid errors when making fund transfers. If the Cardholder receives funds that are transferred to his/her Online Account or Card Account (including the Virtual Card Account) by mistake, the Cardholder should notify UAF and return the funds as soon as reasonably practicable. Failure to return mis-transferred funds may give rise to criminal liability.

8. UAF's services and responsibilities

8.1 UAF's services and what UAF may do to provide services:

- (a) Before using any service provided by UAF, the Cardholder may be required to comply with the terms and conditions prescribed by UAF for such service. Each service is only available during the period of time prescribed by UAF.
- (b) UAF may do or refrain from doing anything (including refusing to act on the Cardholder's instructions) in order to comply with any legal, regulatory or tax requirements or court orders. These requirements may be imposed on the Cardholder or on UAF by law and regulations, by any governmental agency, tax authority, law enforcement agency or regulatory authority, whether in Hong Kong or overseas.
- (c) UAF may appoint agents, contractors and service providers to assist in providing services. UAF will exercise reasonable care to select these agents, contractors and service providers.
- (d) UAF may appoint debt collection agent or third party agencies for recovering or collecting any overdue amount payable by the Cardholder. The Cardholder is required to pay such expenses (including legal fees) reasonably incurred by UAF for debt collection purposes.
- (e) UAF may freeze the Cardholders' Online Account and/or Card Account (including his/her Virtual Card Account) if it considers appropriate, including where UAF knows that a petition has been presented for bankruptcy of the Cardholder, or if there is a third party claim against the Cardholder, or if there is doubt on the financial and/or mental capacity of the Cardholder.
- (f) UAF may suspend or terminate the Cardholder's use of any of UAF's services at any time without giving notice having regard to tax, legal or regulatory requirements, and/or if UAF reasonably considers that the Cardholder has breached his/her obligations under these Terms and Conditions, the Cardholder Agreement or any relevant terms and conditions prescribed by UAF for any relevant services. All rights and obligations incurred before suspension or termination will remain effective.
- (g) UAF reserves the right, at any time with or without notice, to suspend all or part of UAF's services for system maintenance, upgrading, testing and/or repair.
- (h) Any information provided by UAF is for reference by the Cardholder only.

8.2 UAF's responsibilities

- (a) Unless caused directly by UAF's fraud, willful misconduct or gross negligence, UAF shall not be liable to the Cardholder for:
 - (i) acting according to the Cardholder's instructions;
 - (ii) any delay, interruption or unavailability of UAF's services or the Cardholder's use of the services;
 - (iii) any loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the internet or any other means; or
 - (iv) any computer virus or other malfunctioning of software or computer system.
- (b) In any case, UAF shall not be liable for:
 - (i) acting or refraining from acting in compliance with tax, legal or regulatory requirements or court orders, or in accordance with the demands or expectations of any governmental agency, tax authority, law enforcement agency or regulatory authority, whether in Hong Kong or overseas; or

- (ii) any indirect, special, incidental or consequential loss or damages.
- (c) The provisions restricting or excluding UAF's liability will operate to the maximum extent permitted by law.

9. Charges

9.1 UAF may charge the Cardholder for its services:

- (a) UAF may levy fees and charges for its services, and, at its sole and absolute discretion, vary such fees and charges from time to time with notice to the Cardholder. UAF will make available a list of fees and charges in the App or on its website. Fees and charges levied in the Online Account and/or Card Account (including the Virtual Card Account) will be shown in the transaction record, account statement or in other ways as UAF sees fit.
- (b) The Cardholder shall pay the Fees and Charges as provided in the Cardholder Agreement and all reasonable out-of-pocket expenses including without limitation UAF's agents' fees and expenses and taxes. The Cardholder shall pay such fees and charges on or before the time prescribed by UAF.
- (c) Fees and charges paid are not refundable unless expressly provided in these Terms and Conditions or otherwise. However, if the Cardholder terminates any service as a result of a change of relevant terms and conditions, UAF will refund a prorated portion of any annual or periodic fee paid for the service, if the fee can be separately distinguished and unless the amount is minimal.
- (d) Payments shall be made in the currency of the liability. A sum received by UAF in another currency would only constitute a discharge to the extent of the net amount of the currency of such liability which UAF would be able to purchase with the amount received as soon as it is practicable to do so. The Cardholder shall, as a separate obligation, indemnify UAF against any loss and reasonable expense. It will be sufficient for UAF to show that it would have suffered a loss had an actual exchange or purchase been made.

9.2 Fees charged by other parties

The Cardholder's telecommunications service provider or any other service provider(s) may charge fees for mobile data supplied and other fees in connection with the Designated Mobile Device and/or the Cardholder's use of the App. The Cardholder shall be solely responsible for paying these charges and fees.

10. Information and personal data

10.1 Cardholder's duty to provide true information

The Cardholder warrants that all information given to UAF is complete, true, accurate and up-to-date. The Cardholder shall notify UAF of any material change to his/her information as soon as reasonably practicable. The Cardholder authorizes UAF to contact any sources it may consider appropriate including any credit reference agencies (where appropriate) to verify the Cardholder's information.

10.2 Use of the Cardholder's information and personal data

- (a) The Cardholder consents to UAF's use and disclosure of his/her information and personal data for providing the Online Account and services to the Cardholder and for other purposes and in the manner specified in the Personal Information Collection Statement ("**PICS**")/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**") ("**Notice**"). The PICS/Notice is given to the Cardholder when he/she provides his/her personal data to UAF. The Cardholder can also find the PICS/Notice in the App or on UAF's website.
- (b) The Cardholder understands and agrees that UAF may process and store his/her information and personal data in or outside Hong Kong.

11 Closing account and terminating services

11.1 By the Cardholder

The Cardholder may close his/her Online Account and terminate the services at any time by giving UAF notice and after completing the necessary account closure procedures and paying any outstanding amount.

11.2 By UAF

- (i) UAF may close the Cardholder's Online Account and terminate the services at any time by giving reasonable notice to the Cardholder.
- (ii) Without affecting or limiting the generality of paragraph 11.2(i) above, UAF may close the Cardholder's Online Account and terminate the services with shorter notice or without notice if UAF considers appropriate, in particular having regard to tax, legal or regulatory requirements, or where the Online Account is being used or is suspected of being used for illegal activities.

11.3 Arrangement for terminating specific services

For the avoidance of doubt, if other conditions or procedures for terminating a specific account or service have been prescribed by UAF, such other conditions or procedures shall also apply to the termination of that account or service.

11.4 After termination

Closure of the Online Account or the Card Account (including the Virtual Card Account) and termination of the services in relation thereto will not affect the accrued rights and obligations and subsisting transactions.

12. Enquiries and complaints

The Cardholder may contact Credit Card Customer Services Hotline at +852 2722 1111 for any inquiries or complaints.

13. Making changes to UAF's services and these Terms and Conditions

13.1 UAF may change the services and how the Cardholder may use them from time to time with or without notice.

13.2 UAF may vary these Terms and Conditions from time to time by giving notice for any variation which affects the fees and charges and the Cardholder's liabilities or obligations. If the Cardholder continues to maintain his/her Online Account and/or Card Account (including his/her Virtual Card Account) or use relevant services after the effective date of such variations, the Cardholder will be taken as having accepted the variations. For the avoidance of doubt, if UAF has prescribed any other notice period for varying the terms and conditions that govern a specific account or service, UAF may vary those conditions by giving prior notice of that other notice period.

14. Other legal matters

14.1 Set-off

If any amount is payable by the Cardholder but remains unpaid, UAF may without prior notice set off the outstanding amount in accordance with the terms and conditions of the Cardholder Agreement.

14.2 The App

- (i) For the use of the App, the Cardholder may be required to enter into certain license

agreements with the software providers (including Google Play™ store and/or App Store) (“**License Agreements**”) and subject to the terms and conditions prescribed by these providers. UAF is not a party to the License Agreements, and is not responsible for the services provided by or any act or omission by these providers.

- (ii) The App, any related materials and other products and services provided through the App are not intended for download, use or access by any person in any jurisdiction where such download or use would be contrary to any applicable law or regulation of that jurisdiction or where UAF are not licensed or authorized to provide the App or any related materials, or in any jurisdiction that is subject to any sanction regime. By browsing and/or gaining access to the App and/or any related materials, the Cardholder shall be taken to have understood and complied with all relevant and applicable laws, regulations and restrictions. The Cardholder shall be responsible for ensuring that he/she is permitted to use the App and access any related materials under the laws and regulations applicable to him/her.
- (iii) Use of hyperlinks to access other internet sites or resources are at the Cardholder’s own risks. UAF is not responsible for the accuracy or quality of the information provided by the other sites or the safety or security of the other sites.

14.3 Copyright

The App and all contents in the related materials are protected by copyright. The Cardholder should not modify, reproduce, transmit and/or distribute in any way any part of the App or any related materials for commercial or public use without UAF’s prior written consent.

14.4 Evidence

- (a) UAF may record conversations with the Cardholder with prior notice.
- (b) UAF’s records in respect of its communications with the Cardholder are conclusive of the matters or facts stated in them and are binding on the Cardholder in the absence of any obvious error.

14.5 Communications

UAF may send SMS, notices and communications by any means UAF considers appropriate. The Cardholder will be taken as having received a notice or communication:

- (a) if posted in the App or on UAF’s website, when it is so posted;
- (b) if sent by post, two (2) days after mailing to the Cardholder's address in Hong Kong or seven (7) days after posting if mailed to an address outside Hong Kong on UAF record, save that in case of legal process these periods shall be governed by the rules of service under the relevant laws of Hong Kong or elsewhere; or
- (c) if sent by electronic mail, SMS or fax, when it is sent to the Cardholder’s email address, mobile phone number (via SMS) or fax number on UAF’s record (if applicable).

15. Financial crime prevention

- 15.1 UAF is required to act in accordance with applicable laws, regulations, policies (including UAF’s internal policies) and requests of statutory and regulatory authorities operating in various jurisdictions. These may relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other services to any persons which may be subject to sanctions. UAF may in its sole and absolute discretion take any action as it may consider appropriate to comply with all such laws, regulations, policies and requests. Such action may include:

- (a) screening, intercepting and investigating any instruction, drawdown request, application for services, payment or communication sent to or by the Cardholder and to or from the Cardholder's Online Account and/or Card Account;
- (b) investigating and making further enquiries as to the source of or intended recipient of funds, the status and identity of an individual or entity, whether he/she/it is subject to a sanction regime, and whether a name which might refer to a sanctioned person or actually refers to that person;
- (c) combining and using personal data and other information about the Cardholder, beneficial owners, and the Cardholder's authorized representatives, accounts, transactions, use of UAF services with other related information held by UAF or its affiliates;
- (d) delaying, blocking, suspending or refusing to process any instruction or payment to or by the Cardholder in UAF's absolute discretion;
- (e) refusing to process or effect transactions involving certain individuals or entities;
- (f) terminating its relationship with the Cardholder;
- (g) reporting suspicious transactions to any authority; and
- (h) taking any other action necessary for UAF or its affiliates to meet any legal, regulatory or compliance obligations.

15.2 To the extent permissible by law, neither UAF nor any of its agents shall be liable for any loss (whether direct or consequential and including loss of profit or interest) or damage suffered by the Cardholder or any third party, caused in whole or in part by any action to meet any compliance obligations relating to detection or prevention of financial crime that UAF may take from time to time.

16. Third Party Rights

No person other than the Cardholder and UAF has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of these Terms and Conditions.

17. Miscellaneous

17.1 The Cardholder may not without UAF's prior consent assign or transfer the his/her rights or obligations under these Terms and Conditions. UAF may assign or transfer all or any of its rights and obligations under these Terms and Conditions without the Cardholders' consent.

17.2 UAF's rights herein are cumulative and are not exclusive of other rights and remedies provided by law.

17.3 No failure, relaxation, forbearance, indulgence or delay by UAF in exercising any of its right, power, or remedy shall operate as a waiver or prejudice, affect or restrict any of the rights and powers UAF is entitled herein. A single or partial exercise of right by UAF will not preclude any further exercise of that right or the exercise of any other right.

17.4 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.

18. Governing law

These Terms and Conditions and all transactions with the Cardholder are governed by and shall be construed in accordance with Hong Kong law. The parties herein submit to the non-exclusive jurisdiction of the Hong Kong courts.

19. Language

The Chinese version of these Terms and Conditions is for reference only. The English version shall prevail if there is any inconsistency between the Chinese and the English versions.

Effective date: 1 December, 2022