



## Terms and Conditions for the sim Credit Card and sim World Mastercard® Application

The sim Credit Card and sim World Mastercard® (“Credit Card”) are issued by United Asia Finance Limited (“UAF”).

By submitting this application:

1. I represent and warrant that all information (including any documents) I have provided to United Asia Finance Limited (“UAF”) in connection with this application is true, correct, complete and not misleading in all respects and understand that such information will be the primary basis upon which the application may be approved. I acknowledge that UAF will review all information I have provided when assessing my application and final approval is subject to UAF’s absolute discretion. I also authorize UAF to verify the information and document(s) provided in support of this application from any source UAF may choose. I further represent and confirm that I am a Hong Kong resident aged 18 or above.
2. I have read and agreed to: -
  - (a) all the Terms and Conditions contained in this electronic Application Form and the Terms and Conditions for Credit Card Application;
  - (b) all the Terms and Conditions under the Cardholder Agreement (the “**Cardholder Agreement**”, highlights of which are appended to this electronic Application Form);
  - (c) be bound by any variation, amendment or supplement from time to time as UAF may make and any terms and conditions which apply to and govern the use of Credit Cards issued by UAF.
3. I have read and agreed to the Privacy Policy of UAF (“Privacy Policy”), the Personal Information Collection Statement/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”) (the “Notice”). I understand that all information supplied by me will be kept by UAF and handled according to the Privacy Policy and the Notice.
4. I authorize UAF to inform the relevant staff members or authorized sales agents regarding my account information and approval status during the process of this application.
5. I understand and agree that data provided by me in connection with the opening or continuation of a Credit Card account may be used for updating records of all my account(s) maintained at UAF.
6. I confirm that none of my credit card is currently cancelled due to default in payment, and there is no current overdue payment exceeding one (1) month in respect of my loan indebtedness (including credit card and all unsecured loans) with other financial institutions. I further confirm that no existing, pending or potential bankruptcy, litigation or administrative proceedings are/will be filed against me. I understand and agree that UAF may, at its sole discretion, decide whether to approve this application by reference to the overall relationship or the status of loans with UAF, if I am an existing client.
7. This paragraph shall be applicable if I apply to UAF to link one or more Octopus cards or products (altogether referred to as “Octopus”) to the Automatic Add Value Service (“AAVS”). I confirm that I

have read and agree to be bound by the terms of application for AAVS, the Octopus Automatic Add Value Agreement ("AAVS Agreement") and the Conditions of Issue of Octopus (as amended by Octopus Cards Limited from time to time) regarding the use of the AAVS and the Octopus. I acknowledge and agree that upon the approval of the AAVS, my personal data provided in this application will be associated with my Octopus. By signing or otherwise indicating my agreement to the terms of this application form, I hereby declare that I have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement. I also agree to be liable for all fees associated with the application for AAVS as UAF may prescribe from time to time. I authorize UAF to pay (by charging my Credit Card account) to Octopus Cards Limited in accordance with such instructions as it may receive from Octopus Cards Limited from time to time. I promise to reimburse UAF subject to and in accordance with the Cardholder Agreement.

8. This paragraph shall be applicable if I elect to authorize my designated bank to effect transfers from my bank account for payment of any outstanding balance of my Credit Card account. I confirm that I have read and agree to be bound by the Terms and Conditions for Electronic Direct Debit Authorization. I further confirm that my personal information provided to UAF will match with that I provide to my designated bank for effecting the direct debit authorization arrangement.
9. I agree to be bound by the terms and conditions governing the use of any other related services which are available upon request at any branch of UAF or through contacting UAF Credit Card Customer Service Hotline ("CSH") at (852) 2722 1111 and will be sent to me with my Card on approval of the application or download from the sim Credit Card app and/or the Credit Card website at [www.thesim.com](http://www.thesim.com).
10. I understand that I may enquire about the status of this application by contacting the CSH at (852) 2722 1111 and, where my application has been approved, activate the Credit Card being applied for, in each case by using the sim Credit Card App and/or scanning the QR code provided to me on the card mailer upon approval of my application and/or contacting CSH for credit card activation at (852) 2722 1111.
11. I understand that by submitting this UAF Credit Card Application and/or AAVS application by the sim Credit Card app or in writing (if applicable) and/or any other related services, I will be deemed to have accepted all Terms and Conditions set out in electronic credit card application form, its accompanying leaflet (if applicable), the sim Credit Card app and/or the Credit Card website in all respects as well as all Terms and Conditions stated in Cardholder Agreement.
12. The Annualized Percentage Rate of Interest ("Customer APR") is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate. APR to be charged is variable depending on each customer's individual credit standing. The Customer's APR for retail purchases and cash advances (inclusive of Cash Advance Handling Fees), are specified on the card mailer that will be sent to the customer together with the Credit Card upon approval of this application. UAF may in its sole discretion (subject to applicable laws and regulations) determine the Customer APR from time to time.
13. I understand and agree that UAF may obtain a credit report from a credit reference agency in considering this application or any other application for credit facility and subsequent reviews in accordance with the provisions of the Code. In the event the customer wishes to access the credit report, UAF will advise the contact details of the relevant credit reference agency.
14. The approval of the Credit Card is subject to the final decision of UAF. Approved credit limit will be individual and/or adjusted when additional credit card has been approved by UAF.

15. The annual fee for a principal card of a sim World Mastercard® is HKD1,800 and a sim Credit Card HKD800 (which are subject to revision by UAF at its sole discretion from time to time). I understand that the annual fee will be debited from my Credit Card account upon approval of the Credit Card on an annual basis. The interest-free period for a Credit Card is up to fifty-three (53) days (save that such period does not apply to any cash advance transaction). UAF may charge such fees, charges and expenses as set out in the Key Facts Statement from time to time.
16. UAF may pay or receive a fee or commission to or from a third party if I am introduced to UAF or by UAF (if required by law, after I have consented to the introduction). UAF will give me the details of those arrangements upon request.
17. If there is any inconsistency or conflict (except the terms and conditions of the Welcome Offer and/or the Loan on Credit Card Program, if any) between the Cardholder Agreement and the above Terms and Conditions, the former shall prevail.

#### IMPORTANT NOTES:

You are advised to read carefully the following summary of major terms and conditions of UAF Credit Card Cardholder Agreement (the "Cardholder Agreement"), and make sure that you read and pay attention to the full version of the Cardholder Agreement. If there is any inconsistency or conflict between the summary below and the Cardholder Agreement, the Cardholder Agreement shall prevail. You can also download the sim Credit Card app or go to the Credit Card website [www.thesim.com](http://www.thesim.com) for details. Unless otherwise specified, capitalized terms in the summary below shall have the same meaning as defined in the Cardholder Agreement.

1. 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.
2. I shall at all times act in good faith and take reasonable care of my Card and my PIN (including any other security details) 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 to take the following measures as regards the safekeeping of my Card, my PIN and my Virtual Card Account Number: -
  - (a) not to disclose or allow any other person to use or gain access to my Card and my PIN and/or my Virtual Card Account Number under any circumstances;
  - (b) not to choose obvious numbers for my PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information);
  - (c) not to use my PIN and/or Virtual Card Account Number for accessing any other services (for example, connection to the internet or accessing other websites); and
  - (d) to follow any other security advice and/or guidelines provided by UAF from time to time as regards the safekeeping of my Card, my PIN and my Virtual Card Account Number.

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.

3. I shall be liable for all transactions made using the Card (including all related Fees & Charges) subject to the Terms and Conditions of the Cardholder Agreement.
4. I may elect to opt out of any over-the-limit facilities. 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 Specific Card Transactions in excess of the credit limit may still be allowed. Such Specific Card Transactions, being Card Transactions 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) transactions approved by UAF but are not immediately posted to the Card Account;
- (v) stand-in authorization transactions;
- (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 (including a Virtual 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) in excess of the credit limit and any related incurred Fees and Charges. For enquiry on the above arrangement and the current overlimit handling fee, I can contact CSH at (852) 2722 1111.

- 5. I have to pay relevant finance charges and Late Fees if I fail to pay the Minimum Payment Due specified on any of the statements on or before the Payment Due Date. Notwithstanding the stipulation of the Minimum Payment Due and the Payment Due Date in a statement, UAF may at any time demand immediate repayment of all sums outstanding on the Card Account or suspend the use of my Card.
- 6. I shall be deemed to have accepted and be bound by all the details contained in the statement if UAF does not receive my notice of any incorrect or unauthorized Card Transactions shown in the statement within sixty (60) days from the statement date.
- 7. I may terminate the Card service before the date on which the variation takes effect if I do not accept any variation to the Cardholder Agreement proposed by UAF.
- 8. I shall be liable to indemnify UAF for all reasonable costs and expenses incurred by UAF in recovering payment and enforcing its rights under the Cardholder Agreement, including but not limited to the fees of collection agencies and/or reasonable costs and expenses of lawyer.
- 9. I shall promptly report any loss, theft, disclosure or unauthorized use of my Card or my PIN (including any security details) or my 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. If I promptly report any loss, theft, disclosure or unauthorized use of my Card, my PIN or my Virtual Card Account Number to UAF and/or relevant card associations worldwide in accordance to the aforementioned, then my maximum liability for any unauthorized Card Transactions occurring after such report is made (other than cash advance transactions) shall be limited to HKD500 per Card. However, such maximum liability shall not apply (and I shall remain fully liable for all unauthorized transactions made using my Card) if: -

- (a) 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) 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 follow any recommendations of UAF from time to time regarding the safekeeping of my Card, my Virtual Card Account Number or my PIN shall be treated as negligence.
10. 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. The use of other services provided by UAF (including CSH Services and Electronic Services) 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 such services.

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

Effective date: 1 December, 2022