

Terms and Conditions for PrimeCredit In-app Mobile Payment Services

These terms and conditions as amended or further supplemented from time to time (the "**Terms and Conditions**") apply when you register, activate and use the In-app Mobile Payment Function to carry out transactions. By adding to or registering your Card with the In-app Mobile Payment Function, you acknowledge that you have read and understood the Terms and Conditions and accept and agree to be bound by the same.

1. Definitions

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

- I. "**PrimeCredit**" means PrimeCredit Limited and its successors and assigns.
- II. "**Card**" means any credit card issued by PrimeCredit as PrimeCredit may specify from time to time as eligible for mobile contactless transactions and, where the context requires or permits, includes a Card and the Card number and other Card details that are stored in a Mobile Device.
- III. "**Cardholder Agreement**" means the relevant agreement between the Cardholder and PrimeCredit as amended or further supplemented from time to time (whether in the form of an agreement, terms and conditions or any other form) that applies to and governs the use of the Card.
- IV. "**Conditions of Use of the Mobile Application**" means the terms and conditions as amended or further supplemented from time to time that applies to and governs the use of the Mobile Application.
- V. "**Mobile Application**" means the "OmyCard" mobile application developed and operated by PrimeCredit and/or any mobile application specified by PrimeCredit from time to time that allows a Cardholder to carry out mobile contactless transactions with the Card.
- VI. "**Cardholder**", "**you**" and "**your**" means the person whom the Card is issued to by PrimeCredit and who is the registered user of the Mobile Application, and where the context requires, any supplementary cardholders.
- VII. "**In-app Mobile Payment Function**" means the payment function in the Mobile Application which enables a transaction to be effected through the use of a Card that is registered in such Mobile Application by tapping or waving the Mobile Device at a merchant's point of sale terminal or reader.
- VIII. "**Mobile Device**" means a smartphone, tablet or other mobile device of such type or model as PrimeCredit may specify from time to time, which has the Mobile Application installed and is equipped with "Near-field Communication"(NFC) technology.
- IX. "**Security Details**" means security information designated by the Cardholder that is used to access the relevant Card, In-app Mobile Payment Function, Mobile Application and/or Mobile Device, which includes all personal identification

numbers, passwords, passcodes, fingerprints, facial features or other biometric or identification credentials.

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

2. The Terms and Conditions are supplementary to and form part of the Cardholder Agreement and the Conditions of Use of the Mobile Application

- I. The Terms and Conditions set out the rights and obligations of the Cardholder in connection with the registration and use of the In-app Mobile Payment Function.
- II. The Terms and Conditions are supplementary to and shall form part of the Cardholder Agreement and the Conditions of Use of the Mobile Application and together, they govern the use of the Card and the Mobile Application (including the In-app Mobile Payment Function), respectively, and shall operate in addition to the provisions in the Cardholder Agreement and the Conditions of Use of the Mobile Application, each of which the Cardholder shall remain subject to.
- III. The terms and conditions of the Cardholder Agreement and the Conditions of Use of the Mobile Application shall not change when a Card is registered with or bound to the In-App Mobile Payment Function.
- IV. The wordings and expressions used in the Terms and Conditions shall, to the extent relevant, have the same meaning as the Cardholder Agreement and the Conditions of Use of the Mobile Application. In the case of any inconsistency or conflict between the definitions or provisions of the Terms and Conditions, the Cardholder Agreement and the Conditions of Use of the Mobile Application, the definitions or provisions of the Terms and Conditions shall prevail to the extent of such inconsistency or conflict.

3. General

- I. By using the In-app Mobile Payment Function in the manner stipulated in Clause 4 (*Using the In-app Mobile Payment Function*), the Cardholder is authorizing payment to be made to a merchant using the Card as a method of payment. The Cardholder acknowledges that such transaction will be processed and the relevant amount will be debited to the Card Account immediately without requiring (a) the Card to be swiped at a merchant's point of sale terminal or reader; or (b) the Cardholder's signature or other PIN or password (other than the Security Details) to be provided by the Cardholder to authorize such transaction.
- II. The Mobile Application should be used in a Mobile Device running on an operating system supported and specified by PrimeCredit from time to time.
- III. Updates to the Mobile Application may be issued periodically through the supplying mobile application store. For some Mobile Devices, updates will be downloaded automatically. For other Mobile Devices, the Cardholder will need to download the updated Mobile Application themselves. Depending on the update, the Cardholder may not be able to use the Mobile Application and/or the In-app Mobile Payment Function until the latest version of the Mobile Application has been downloaded. The Cardholder is fully responsible for ensuring that the latest version of the Mobile Application has been downloaded to the Mobile Device.

- IV. The Mobile Application (including the In-app Mobile Payment Function) is not intended for use in any jurisdiction where its use would be contrary to any law or regulation of that jurisdiction or where PrimeCredit is not licensed or authorized to provide the services or functions available in the Mobile Application.
- V. PrimeCredit reserves the right to modify, discontinue, temporarily or permanently, the Mobile Application (including any services or functions available under the same).

4. Using the In-app Mobile Payment Function

- I. To use the In-app Mobile Payment Function, the Cardholder must first:
 - (a) possess the card type designated by PrimeCredit from time to time and the Card is valid, and the Card Account is in good financial standing;
 - (b) download the latest version of the Mobile Application to the Mobile Device;
 - (c) register as a user of the Mobile Application;
 - (d) add or register a Card to the In-app Mobile Payment Function and set up any Security Details as required by the Mobile Application; and
 - (e) take any other steps as required by PrimeCredit from time to time.
- II. To use the In-app Mobile Payment Function, the Cardholder must login to the Mobile Application using the Security Details designated by the Cardholder. Thereafter, the Cardholder shall:
 - (a) subject to Clause 4.I(V) below, present the Mobile Application to the point-of-sale terminal or reader of a designated merchant;
 - (b) authorize the use of the In-app Mobile Payment Function by entering the Security Details in the Mobile Application; and
 - (c) wave the Mobile Device over the merchant's point-of-sale terminal or reader.
- III. PrimeCredit reserves the right to (a) decline the Cardholder's use of the Mobile Application and/or the In-App Mobile Payment Function, (b) decline the registration of any Card for the In-app Mobile Payment Function, (c) suspend, cancel or terminate the Card registered in the In-app Mobile Payment Function or (d) decline any transaction made using the In-App Mobile Payment Function at any time without reason. PrimeCredit shall not be liable for any loss, damage, cost or expense of whatsoever nature suffered or incurred by the Cardholder as a result of any of the above decisions being made by PrimeCredit.
- IV. The Cardholder acknowledges that some merchants may not accept payments made through the Mobile Application (including the In-app Mobile Payment Function) even though these merchants may accept the Card in physical form or other electronic forms.

5. Transactions effected through the In-app Mobile Payment Function

- I. Any credit limit assigned to the Card from PrimeCredit shall also apply to transactions made using the In-app Mobile Payment Function. In other words, no additional or separate credit limit will be assigned for the purpose of carrying out such transactions. However, PrimeCredit reserves the right to, from time to time, impose or vary any credit limit assigned to the Card in connection with transactions made using the In-app Mobile Payment Function (including per transaction, daily or other limits).
- II. Transactions made using the In-app Mobile Payment Function will be charged to the Card Account. Any relevant interest, fees and charges as set out in the Cardholder Agreement derived from transactions made using the In-app Mobile Payment Function remain payable by the Cardholder.
- III. The Cardholder shall bear all relevant fees, charges, costs and expenses which may be imposed by PrimeCredit or other third parties such as mobile network operators in relation to the registration, activation or use of the Card through the Mobile Application (including the In-app Mobile Payment Function).
- IV. Without prejudice to the foregoing, the Cardholder acknowledges and accepts the risk of any loss or damage arising from any transactions carried out using the In-app Mobile Payment Function.
- V. The Cardholder must comply with all applicable laws and regulations that govern the Cardholder's download, access and use of the Mobile Application (including the In-app Mobile Payment Function).

6. Security Details and the responsibility to take security precautions

- I. The Cardholder must set up Security Details in accordance with PrimeCredit's instructions in order to access and use the Mobile Application (including the In-app Mobile Payment Function). The Security Details are used to authenticate the identity of the Cardholder to enable him or her access and use the Mobile Application and carry out transactions using the In-app Mobile Payment Function.
- II. The Cardholder shall at all times act in good faith and take reasonable precautions to keep the Security Details secure so as to prevent any fraud or unauthorised use or access to the Card through the Mobile Application. Without prejudice to the provisions in the Terms and Conditions, the Conditions of Use of the Mobile Application and the Cardholder Agreement regarding the security of the Card, the Cardholder agrees:
 - (a) to safeguard the security of the Card registered in the In-app Mobile Payment Function and the Mobile Device (where applicable) and to keep the Mobile Device under his or her control and possession at all times, and to notify PrimeCredit of any loss or theft of the Mobile Device or upon the occurrence of any unauthorised use of the Mobile Application or the Card as soon as reasonably practicable, either in writing to PrimeCredit or by telephone to PrimeCredit's designated service hotline;
 - (b) to follow all guidance and instructions provided by PrimeCredit regarding the proper access to and use of the Mobile Application (including the In-app Mobile Payment Function), including how to setup and securely store the Security Details;

- (c) not to use the Mobile Application (including the In-app Mobile Payment Function) on any Mobile Device or operating system that has been modified outside the Mobile Device or its operating system's vendor-supported or warranted configurations. This includes devices containing pirated, hacked, fake and/or unauthorized applications or in which the software lockdown feature has been overridden or root access to its software operating system has been obtained. This also includes Mobile Devices that have been "jail-broken" or "rooted". A "jail broken" or "rooted" Mobile Device means one that has been freed from the limitations imposed on it by the Mobile Device's service provider or manufacturer without their approval;
 - (d) not to choose or adopt any Security Details that are based on personal information or are easy to guess or replicate by any other person;
 - (e) not to disclose any Security Details to any other person (including the staff of PrimeCredit) or permit any other person (including the staff of PrimeCredit) to use the same;
 - (f) not to register the Card on another person's Mobile Device or allow anyone else to access your Mobile Device;
 - (g) to change the Security Details of the Mobile Device regularly;
 - (h) to keep any information shown or stored on the Mobile Device secure;
 - (i) to take the necessary precautions to safeguard against accidental or unauthorized disclosure or unauthorized use of the Security Details; and
 - (j) to remove any Card registered with the In-app Mobile Payment Function or Security Details stored in the Mobile Application and to delete the Mobile Application from the Mobile Device before disposing of it.
- III. If the Cardholder suspects that the Security Details has been compromised, the Cardholder shall change the Security Details immediately to avoid any unauthorised use of the Card, the Mobile Application, the In-app Mobile Payment Function or any of his or her personal information.

7. Cardholder's liability

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

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

- III. For the avoidance of doubt, the Cardholder is responsible for all transactions made using the Card including those made through the In-app Mobile Payment Function.
- IV. For any failure or unreasonable delay in taking the precautions set out in Clause 6, the Cardholder will be liable for all losses and liabilities incurred in connection with any unauthorised transactions or access involving the Card, and the Cardholder agrees to indemnify PrimeCredit for any losses and damages arising from or incurred in connection with any such unauthorised transactions or access.

8. Limitation of PrimeCredit's liability

- I. While PrimeCredit makes commercially reasonable efforts to make the Mobile Application available to the Cardholder, including the In-app Mobile Payment Function and any other services and functions therein, the Cardholder acknowledges and accepts that the performance and operation of the Mobile Application (and any service or function therein) will depend on various factors, including network connectivity, performance of the Mobile Device, the functionality of the Mobile Application and any other third party service providers (including, without limitation, mobile network operators or website hosts, etc.).
- II. PrimeCredit will not be liable to you for any suspension, failure, interruption or delay in the Mobile Application (including any service or function therein) in part or in full, due to any factor that is not under PrimeCredit's reasonable control and the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.
- III. The Cardholder is solely responsible for ensuring adequate protection and back-up of the Mobile Device and/or any data therein, taking reasonable and appropriate precautions against computer viruses or other destructive properties and for preventing the transmission of any computer viruses to the Mobile Device
- IV. PrimeCredit will not be liable for any of the following circumstances:
 - (a) any suspension, failure interruption, delay or malfunction or interruption in the use of the Card in the In-app Mobile Payment Function or the Mobile Device caused by whatever reason;
 - (b) the Cardholder's inability to use a Mobile Device or the Mobile Application for any transaction made or to be made using the In-app Mobile Payment Function for any reason whatsoever; and
 - (c) refusal of any merchant to accept the Card or the In-app Mobile Payment Function as a method of payment for any transactions.
- V. Notwithstanding any other provisions of the Terms and Conditions to the contrary, PrimeCredit shall have no obligation of any nature whatsoever to provide or continue to provide the In-app Mobile Payment Function (or any other service or function in the Mobile Application) to any person.

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

9. Termination

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

10. Lost, theft or unauthorised use of the Card

- I. If the Cardholder knows or suspects that (a) the Mobile Device which the Cardholder uses to access the Mobile Application (and thus the In-app Mobile Payment Function) is lost, stolen or tampered with, (b) there has been any unauthorized use of or access to the Mobile Device or the Mobile Application, (c) there has been any unauthorized disclosure of the Security Details or (d) someone else knows the Security Details, the Cardholder shall promptly report any such incident to PrimeCredit.
- II. Before PrimeCredit receives any report of any of the events mentioned in the above clause (whether or not those events have occurred), the Cardholder shall be liable for all unauthorised transactions effected by the Card.

11. Amendment

PrimeCredit may vary from time to time, the provisions of the Terms and Conditions by giving prior notice in writing to the Cardholder and in any manner which PrimeCredit considers appropriate. Such variations shall become effective and binding on the Cardholder on the effective date specified by PrimeCredit in such notice. By retaining the Card in the Mobile Application or using the In-app Mobile Payment Function after the effective date of any such variation, the Cardholder will be deemed to have accepted such variation. If the Cardholder does not accept the proposed variation, the Cardholder shall delete the Card from the In-app Mobile Payment Function before the effective date of such variation.

12. Governing Law

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

13. Third Party Rights

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

14. Severability

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

15. Language

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