

## 使用安信信用卡進行流動支付服務之條款及細則

本不時修訂或進一步補充的條款及細則（「條款及細則」）適用於閣下登記、啟動及使用其於電子錢包的安信信用卡進行流動非接觸式交易。本條款及細則列明閣下使用其儲存於電子錢包的信用卡的責任及義務。當閣下在電子錢包加入/登記信用卡，即代表閣下確認已閱讀及明白本條款及細則並同意受其約束。

### 1. 定義

除非內文特別規定，否則下列詞語具有如下的涵義：

- I. 「安信」指安信信貸有限公司及其繼承人和受讓人。
- II. 「信用卡」指任何由安信發出及不時指定為合資格的流動非接觸式交易的信用卡，及如文義需要或允許，包括信用卡及信用卡號碼及儲存於流動裝置內的其他信用卡詳情。
- III. 「持卡人協議」指持卡人與安信之間不時修訂或進一步補充的有關協議（無論是以協議，條款及細則或任何其他形式），適用於並規範該信用卡的使用。
- IV. 「持卡人」/「本人」/「我」/「你」/「閣下」指獲安信發行的信用卡之人士及電子錢包之使用者，及如文義需要或允許，任何附屬卡之持有人。
- V. 「電子錢包」指安裝了可登記或儲存電子版信用卡的流動裝置應用程式，使持卡人能使用信用卡而無須出示塑料卡形式的實體信用卡。
- VI. 「流動非接觸式交易」指以以下方式通過使用儲存在流動裝置的電子錢包中的信用卡所進行的非接觸式交易: (a)在商戶的銷售點終端機或讀卡器輕拍或掃一掃其流動裝置; 或 (b)通過任何應用程式進行購買。
- VII. 「流動裝置」指智能手機、平板電腦、手錶或任何其他具有電子錢包或其他類似功能的流動裝置及由電子錢包服務供應商不時指定為適合流動非接觸式交易的流動裝置類型或型號。
- VIII. 「保安資料」指由持卡人指定，作為使用有關信用卡，電子錢包或流動裝置進行流動非接觸式交易的保安資料，包括所有個人識別號碼、密碼、代碼、指紋、面部特徵或其他生物特徵辨識或鑒定憑證。

在本條款及細則內，單數詞包括複數詞，反之亦然；包含性別的詞包括每個性別。除非另有說明，否則「條文」均指本條款及細則內的條文。

### 2. 本條款及細則是對持卡人協議的補充，並構成其一部分

- I. 本條款及細則就電子錢包中的信用卡的登記、啟動及使用列明持卡人的權利及責任。

- II · 本條款及細則補充持卡人協議並構成其一部分，並一併規管信用卡的使用，而本條款及細則的施行將附加於持卡人須遵守於持卡人協議的條款。
- III · 持卡人協議中的條款及細則不會因信用卡登記於電子錢包而改變。
- IV · 本條款及細則所用之詞語及字詞具在相關範圍內與持卡人協議具有相同的含義。若本條款及細則的定義或條文與持卡人協議有任何不一致或抵觸，就該不一致或抵觸的部份將以前者為準。

### 3 · 登記信用卡於電子錢包

- I. 使用信用卡進行流動非接觸式交易，持卡人須持有：
    - (i) 一張有效的信用卡並且該信用卡戶口信貸狀況良好；和
    - (ii) 流動裝置。
  - II. 持卡人須負責根據電子錢包供應商的指示將信用卡登記到電子錢包以進行流動非接觸式交易。
  - III. 為完成註冊和驗證電子錢包中的信用卡的登記，安信將以短信向持卡人在安信登記的有效手提電話號碼發出一次專用密碼。如閣下的手提電話號碼已更改，請聯絡安信。若安信沒有持卡人之最新有效手提電話號碼的記錄，持卡人確認須根據流動裝置的驗證畫面中顯示的查詢號碼致電安信並按照所要求的步驟完成電子錢包的信用卡驗證和登記。
  - IV. 安信及電子錢包供應商有權拒絕登記任何信用卡，或隨時停止或終止已在電子錢包登記的信用卡。如持卡人因為任何原因而無法在電子錢包登記信用卡，安信概不負責。
- 4 · 當你在電子錢包登記信用卡後，電子錢包供應商將准許你在接受該電子錢包的商戶使用信用卡進行流動非接觸式交易。即使你的信用卡(塑料形式) 獲其商戶接受，你的電子錢包亦有可能不獲其商戶接納。

### 5 · 使用電子錢包中的信用卡

- I. 如果持卡人選擇使用信用卡進行流動非接觸式交易，持卡人須依照相關電子錢包供應商不時指定的程序進行。
- II. 配予信用卡的任何信用限額亦適用於流動非接觸式交易。換言之，流動非接觸式交易不會獲配予任何額外或另外的信用限額。但安信保留權利不時設定及修改信用卡使用流動非接觸式交易的任何信用限額（包括每項交易或每日上限或其他限額）。
- III. 信用卡的流動非接觸式交易將入賬於相關的信用卡賬戶。持卡人協議中列明的任何相關利息、費用及收費，亦將適用於持卡人使用該信用卡進行任何流動非接觸式交易。
- IV. 持卡人須承擔安信，電子錢包供應商或其他第三方(如流動網絡營運商等)就

登記，啟動或使用信用卡進行流動非接觸式交易所徵收的所有費用、收費、成本及開支。

- V. 在不損害前述條文的原則下，持卡人確認並接受因使用信用卡進行流動非接觸式交易而有可能導致的任何損失或損害的風險。

## 6 · 持卡人採取保安措施的責任

持卡人須在任何情況下採取合理的預防措施保管電子錢包及相關電子裝置儲存的所有保安資料，以防止任何欺詐或未經持卡人授權使用。在不損害本條款及細則以及持卡人協議中的安全條款的前提下，持卡人同意：

- I. 在任何時間下，把電子錢包的信用卡及流動裝置保管及確保在個人控制和管理範圍內；及如流動裝置遺失或被竊，或有任何有關信用卡未經授權的交易或使用，在合理可行的範圍內盡快向安信作出書面通知或致電安信指定的服務熱線；
- II. 不選擇或採用任何讓人容易取得的個人資料或任何其他人士容易猜測或複製的保安資料；
- III. 不得向任何人士（包括安信員工）披露任何保安資料，或者准許任何人士（包括安信員工）使用其保安資料；
- IV. 不得登記或容許其他人士在不屬於持卡人的流動裝置登記該信用卡或以任何方式使用或儲存在電子錢包的信用卡或於持卡人的流動裝置儲存其他人士的指紋或生物識別憑據；
- V. 定期更改流動裝置的保安資料；及
- VI. 在棄置流動裝置之前，刪除儲存於流動裝置中的信用卡及電子錢包中的其他保安資料。

## 7 · 持卡人的責任

持卡人須負責以信用卡進行的所有交易包括流動非接觸式交易。如未有或不合理地延遲採取第 6 項條文列明的預防措施，持卡人須承擔該信用卡的任何未經授權的交易或使用而招致的所有損失和責任，且持卡人同意就安信因任何此類未經授權的交易或使用而承受或招致的相關損失和損害對安信作出彌償。

## 8 · 安信責任限制

- I. 安信並非電子錢包的供應商，並無須負責電子錢包的表現、功能和操作，因為該服務的操作和系統受電子錢包供應商的控制和管理。持卡人確認並接受電子錢包中的信用卡的表現或操作將取決於電子錢包供應商，網絡連接狀況，流動裝置的性能及其他第三方服務提供商（例如流動網絡營運商、應用程式

開發商或網站等) 的表現。

- II. 安信將無須為以下任何情況承擔責任：
  - (a) 因電子錢包或電子錢包供應商或任何其他第三方履行或不履行與持卡人訂立的任何協議而可能影響持卡人使用信用卡進行流動非接觸式交易;
  - (b) 電子錢包的信用卡或流動裝置因任何原因失靈/故障或無法使用而不能夠進行任何流動非接觸式交易;
  - (c) 持卡人因任何原因無法使用流動裝置或電子錢包進行任何流動非接觸式交易; 及
  - (d) 因任何商戶以任何原因拒絕接受以信用卡或電子錢包進行任何流動非接觸式交易。
- III. 持卡人如需要有關電子錢包的技術協助，包括但不限於支援電子錢包的流動裝置類型，應與電子錢包供應商聯絡。

#### 9. 從電子錢包刪去、暫停及終止使用信用卡進行流動非接觸式交易

- I. 持卡人應聯絡電子錢包供應商，查詢如何從電子錢包刪除信用卡。
- II. 安信可以絕對酌情權決定隨時封鎖任何流動非接觸式交易。
- III. 安信可以絕對酌情權決定給予或不給予任何理由或通知，隨時暫停、撤銷、取消或終止持卡人使用於電子錢包的信用卡，安信保留權利對持卡人的塑料卡形式信用卡採取或不採取相同行動（並可不給予任何原因或通知）。
- IV. 對於持卡人因任何上述行動直接地或間接地蒙受或招致的任何性質的損失或損害，安信概不負責。
- V. 安信或持卡人終止信用卡後，持卡人須按照電子錢包供應商的指示從電子錢包刪除信用卡。如有任何該刪除的問題，持卡人應聯絡電子錢包供應商查詢。
- VI. 為免生疑問：
  - (a) 當儲存於電子錢包的信用卡到期，暫停或因任何原因被終止時，使用該信用卡進行任何流動非接觸式交易亦會同時被取消；及
  - (b) 當塑料卡形式信用卡到期，暫停或因任何原因被終止時，亦等於將不能使用儲存於電子錢包的信用卡。

#### 10. 遺失、遭盜竊或未經授權使用信用卡

- I. 若 (a) 儲存於電子錢包的信用卡的流動裝置遺失或被盜竊，或 (b) 儲存於電子錢包的信用卡在未經持卡人授權下被使用，持卡人須立刻報告此類事件給安信。

- II. 在不影響第 6 條的前提下，若持卡人認為其流動裝置或電子錢包的保安資料遭到盜竊，持卡人應立即更改保安資料，以免信用卡或個人資料遭未經授權使用。
- III. 在安信收到任何有關信用卡遺失、遭盜竊或未經授權使用的報告前，持卡人須對所有經該信用卡進行的未經授權交易負責。

## 11 · 終止或修改

- I. 安信可不時通過書面通知以及按安信認為適當的方式通知持卡人修訂本條款及細則中的條文。此修訂將在安信的通知中指定的生效日期對持卡人生效並具有約束力。如果持卡人在該等修訂的生效日期之後仍然於電子錢包保留信用卡或使用該信用卡，持卡人將被視為已接受該等修訂。如果持卡人不接受建議修訂，持卡人應在修訂生效日期之前刪除所有流動裝置中的所有信用卡。
- II. 不論任何原因，終止使用信用卡則不影響持卡人在該終止日期前已產生的任何權利或責任。

## 12 · 個人資料私隱

- I. 安信在電子錢包中登記該信用卡時，會從電子錢包供應商收集若干資料以核實持卡人的身份，以方便持卡人在流動非接觸式交易中使用該信用卡。持卡人授權安信根據適用的安信私隱政策聲明及其不時作出的修訂、收集、使用及與（包括但不限於）電子錢包供應商分享持卡人的資料。
- II. 持卡人透過電子錢包向電子錢包供應商提供的任何資料，或是電子錢包供應商在流動非接觸式交易使用信用卡的過程中所收集或存取的任何資料，均受第三方合約規管，並不受安信的私隱政策聲明，持卡人協議或本條款及細則規管。

## 13 · 規管法律

本條款及細則須受香港特別行政區的法律管轄，並按香港特別行政區法律詮釋。持卡人同意接受香港法院的非專屬司法管轄權管轄，但條款及細則亦可在任何具司法管轄權的法院執行。

## 14 · 第三方權利

除持卡人及安信以外，沒有其他人士有權按《合約（第三者權利）條例》（香港法例第 623 章）執行此等條款及細則的任何條文，或享有此等條款及細則的任何條文下的利益。

#### 15 · 分割

本條款及細則中各項條文均可跟其餘條文分割。若在任何時候，有任何條文在香港法律或任何其他司法管轄區的法律下在任何方面變成非法，無效或不能被執行，其餘條文的合法性，有效性或應執行性均不受任何影響。

#### 16 · 語言

本條款及細則的中，英文版本如有歧異，概以英文版本為準。

**Terms and Conditions for using PrimeCredit Credit Card for 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 your Card for the e-Wallet to carry out Mobile Contactless Transactions. The Terms and Conditions set out your responsibilities and obligations in respect of the use of the Card stored within an e-Wallet. By registering your Card in the e-Wallet, 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. **"Cardholder", "I", "me", "my", "you" and "your"** means the person whom the Card is issued to by PrimeCredit and who is a user of the e-Wallet, and where the context requires, any supplementary cardholders.
- V. **"e-Wallet"** means any application available on a Mobile Device to which an electronic format of the Card is added or stored on such device, which allows the Cardholder to use the Card in Mobile Contactless Transactions without physically presenting the Card in plastic form.
- VI. **"Mobile Contactless Transactions"** means contactless payments that are effected by the use of a Card stored in an e-Wallet of a Mobile Device in the

following manner: (a) by tapping or waving such device at a merchant's point of sale terminal or reader; or (b) via any in-app purchases.

VII. **"Mobile Device"** means a smartphone, tablet, watch or any other device with e-Wallet or other similar capabilities and of such type or model as an e-Wallet provider may specify from time to time as being eligible for Mobile Contactless Transactions.

VIII. **"Security Details"** means security information designated by the Cardholder that is used to access the relevant Card, e-Wallet or Mobile Device to make Mobile Contactless Transactions, 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 include 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**

I. The Terms and Conditions set out the rights and obligations of the Cardholder in connection with the registration, activation and use of the Card in the e-Wallet.

II. The Terms and Conditions are supplementary to and shall form part of the Cardholder Agreement and together, they govern the use of the Card and shall operate in addition to the provisions in the Cardholder Agreement, which the Cardholder shall remain subject to.

III. The terms and conditions of the Cardholder Agreement shall not change when a Card is registered with the e-Wallet.

IV. The wordings and expressions used in the Terms and Conditions shall, to the extent relevant, have the same meaning as the Cardholder Agreement. In the case of any inconsistency or conflict between the definitions or provisions of the Terms and Conditions and the Cardholder Agreement, the definitions or provisions of the former shall prevail to the extent of such inconsistency or conflict.



### **3. Registering your Card to the e-Wallet**

- I. To be able to use the Card for Mobile Contactless Transactions, the Cardholder must possess:
    - (a) a Card that is valid and the underlying account of such card is in good financial standing; and
    - (b) a Mobile Device.
  - II. The Cardholder is responsible for registering the Card to the e-Wallet for Mobile Contactless Transactions by following the instructions of the e-Wallet provider.
  - III. For the purpose of enrolling and verifying the registration of the Card with the e-Wallet, PrimeCredit shall send the Cardholder, a one-time password via a text message to the Cardholder's valid mobile phone number registered with PrimeCredit. Please contact PrimeCredit if your mobile phone number has changed. If PrimeCredit does not have record of the Cardholder's latest valid mobile phone number, the Cardholder acknowledges that he will need to call PrimeCredit at the enquiry number displayed in the verification screen of the Mobile Device and follow the required steps to verify and activate the Card in the e-Wallet.
  - IV. PrimeCredit and the e-Wallet provider have the right to decline registration of a Card, or suspend or terminate a Card registered in the e-Wallet at any time. PrimeCredit shall not be liable if the Cardholder is unable to register a Card into the e-Wallet for any reason.
- 4.** Once you register a Card to the e-Wallet, the e-Wallet provider will allow you to use the Card to carry out Mobile Contactless Transactions provided that your e-Wallet is accepted by the relevant merchant. Your e-Wallet may not be accepted by all merchants even where the Card (in plastic form) is accepted by such merchants.

### **5. Using the Card through e-Wallet**

- I. Should the Cardholder choose to use the Card to carry out Mobile Contactless Transactions, the Cardholder shall follow the procedures specified by the respective e-Wallet provider from time to time.

- II. Any credit limit assigned to the Card shall also apply to Mobile Contactless Transactions. In other words, no additional or separate credit limit is assigned for the purpose of carrying out such transactions. However, PrimeCredit reserves the right to set and vary any credit limit assigned to the Card for the purpose of Mobile Contactless Transactions (including per transaction, daily or other limits) from time to time.
- III. The Mobile Contactless Transactions carried out by the Card will be charged to the underlying account of the Card. Any relevant interest, fees and charges as set out in the Cardholder Agreement remains applicable to the Cardholder for the purpose of any Mobile Contactless Transactions carried out using such Card.
- IV. The Cardholder shall bear all relevant fees, charges, costs and expenses which may be imposed by PrimeCredit, the e-Wallet provider or other third parties such as mobile network operators in relation to the registration, activation or use of the Card for Mobile Contactless Transactions.
- V. Without prejudice to the foregoing, the Cardholder acknowledges and accepts the risk of any loss or damage arising from any Mobile Contactless Transactions carried out using the Card.

## **6. Cardholder's responsibility to take security measures**

The Cardholder shall at all times act in good faith and take reasonable precautions to keep all Security Details stored in the e-Wallet and the relevant Mobile Devices secure so as to prevent any fraud or unauthorised use. Without prejudice to the provisions in the Terms and Conditions and the applicable Cardholder Agreement regarding the security of the Card, the Cardholder agrees:

- I. to safeguard the security of the Card in the e-Wallet and the Mobile Device and to keep them under his 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 transactions or access involving the Card as soon as reasonably practicable either in writing to PrimeCredit or by telephone to PrimeCredit's designated service hotline;
- II. not to choose or adopt any Security Details that is considered to be easily accessible personal information or is easy to guess or replicate by any other person;

- III. 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;
- IV. not to register or allow anyone else to register the Card in a Mobile Device other than the Cardholder's, use the Card stored in the e-Wallet in any manner or store anyone else's fingerprint or biometric credentials in the Cardholder's Mobile Device;
- V. to change the Security Details of the Mobile Device regularly; and
- VI. to delete the Card stored in the Mobile Device and other Security Details from the e-Wallet before disposing the Mobile Device.

## **7. Cardholder's liability**

The Cardholder is responsible for all transactions including Mobile Contactless Transactions that are carried out using the Card. 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. PrimeCredit is not the e-Wallet provider and is not responsible for the use, performance and function of the e-Wallet as the operation and system of such service are under the control and management of the e-Wallet provider. The Cardholder acknowledges and accepts that the performance or operation of the Card in the e-Wallet will depend on the performance of the e-Wallet provider, network connectivity, performance of the Mobile Device and any other third party service providers (e.g. mobile network operators, application developers or website hosts, etc.).
- II. PrimeCredit will not be liable for any of the following circumstances:
  - (a) performance or non-performance of the e-Wallet, the e-Wallet provider or of any other third party(ies) which the Cardholder may have entered into an agreement with that may impact the use of the Card for Mobile Contactless

Transactions;

(b) any failure or interruption in the use of or functioning of the Card in the e-Wallet or the Mobile Device for any Mobile Contactless Transactions caused by whatever reason;

(c) the Cardholder's inability to use a Mobile Device or the e-Wallet for any Mobile Contactless Transactions for any reason whatsoever; and

(d) refusal of any merchant to accept the Card or the e-Wallet for affecting any Mobile Contactless Transactions.

III. The Cardholder should contact the e-Wallet provider for all technical assistance regarding the e-Wallet, including but not limited to the types of Mobile Devices which support the e-Wallet.

**9. Removing, suspension and termination of use of the Card for Mobile Contactless Transactions**

I. The Cardholder should contact the e-Wallet provider on how to remove the Card from an e-Wallet.

II. PrimeCredit can, at its absolute discretion block any Mobile Contactless Transactions at any time.

III. PrimeCredit may at its absolute discretion and at any time suspend, withdraw, cancel or terminate the use of the Card registered within an e-Wallet, with or without performing the same act on the Cardholder's Card in plastic form, and may do so without any reason or notice.

IV. PrimeCredit shall not be liable for any loss or damage of whatever nature, suffered or incurred whether directly or indirectly by the Cardholder as a result of any of the foregoing actions.

V. Upon termination of the Card whether by PrimeCredit or the Cardholder, the Cardholder must remove the Card from the e-Wallet according to the instructions provided by the e-Wallet provider. The Cardholder should contact the e-Wallet provider if there are any questions regarding such removal.

VI. For the avoidance of doubt:

- (a) upon expiration, suspension or termination of the Card that is stored in the e-Wallet for any reason, use of such card for any Mobile Contactless Transaction shall cease at the same time; and
- (b) expiration, suspension or termination of the Card in plastic form for any reason will also mean that the same card which is stored in the e-Wallet cannot be used anymore.

#### **10. Lost, theft or unauthorised use of the Card**

- I. In the event that (a) the Mobile Device which has the Card stored in an e-Wallet is lost or stolen or (b) the Card stored in such e-Wallet has been used without the Cardholder's authorisation, the Cardholder shall promptly report any such incident to PrimeCredit.
- II. Without prejudice to Clause 6, if the Cardholder believes that the Security Details to access the Mobile Device or the e-Wallet has become compromised, the Cardholder shall change the Security Details immediately to avoid any unauthorised use of the Card or personal information.
- III. Before PrimeCredit receives any report of loss, theft or unauthorised use of the Card, the Cardholder shall be liable for all unauthorised transactions effected by the Card.

#### **11. Termination or Amendment**

- I. 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 e-Wallet or using the Card 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 all Cards from all Mobile Devices before the effective date of such variation.

- II. Any termination of the use of the Card howsoever caused shall not affect any rights or liabilities which have accrued against the Cardholder prior to the date of such termination.

## **12. Data Privacy**

- I. When PrimeCredit enrolls the Card in an e-Wallet, PrimeCredit collects the Cardholder's personal information from the e-Wallet provider to verify his identity, which will enable the Cardholder to use the Card for Mobile Contactless Transactions. The Cardholder hereby authorises PrimeCredit to collect, use and share his personal information with (but not limited to) the e-Wallet provider, in accordance with the applicable PrimeCredit privacy policy statement as amended from time to time.
- II. Any information which the Cardholder provides to any e-Wallet provider through the e-Wallet, or that is collected or accessed by any e-Wallet provider during the course of the Cardholder's use of the Card for Mobile Contactless Transactions, is subject to the relevant third party agreements and is not governed by PrimeCredit's privacy policy statement, the Cardholder Agreement or the Terms and Conditions.

## **13. Governing Law**

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

## **14. Third Party Rights**

No person other than the Cardholder 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.

## **15. Severability**

Each provision of the Terms and Conditions is severable from the others. If at any time any provision herein is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality,

validity or enforceability of the remaining provisions shall not be affected in any way.

## **16. Language**

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