

## 安信 OmyCard 手機應用程式使用條款

請仔細閱讀本使用條款。假如你不同意下列任何條款，請不要進入應用程式任何部分。

### 重要提示

本人明白，安信 OmyCard 手機應用程式(「本應用程式」)由安信信貸有限公司(「安信」)提供。本程式使用條款(「本使用條款」)是本人與安信之間訂立之協議。當本人使用或進入本應用程式任何部分，即表示本人確認、同意及接受下列各點：

#### 1. 擁有權

安信提供本應用程式予所有人的同時，亦保留所有本程式內的文本、圖像、標誌、聲音、影像、數據彙編、版面、工具、程式碼(包括目標代碼及源代碼)、軟件及任何其他資料(下稱「內容」)的權利、所有權和權益(包括知識產權)。禁止任何在未有得到安信事先書面同意下將本程式或其中載有的材料抄襲至本人的設備及/或伺服器，或更改或重用本程式的文本或圖像。安信保留所有在本使用條款中未有明確授予本人之權利。

#### 2. 登記

本人可能須提供個人識別資料登記安信手機賬戶以使用本應用程式。本人承諾(a)按要求提供本人完整、最新、真實及準確的個人識別資料；(b)保持並及時更新本人的個人識別資料，以確保其於任何時間都完整、最新、真實及準確；及(c)本人透過任何網站所提供有關任何內容的資料(「其他資料」)均為完整、最新、真實及準確。若本人提供不完整、過時、失實或不準確的個人識別資料及/或其他資料，或安信有合理理由懷疑該等資料不完整、過時、失實及不準確，則安信有權暫停或終止本人的安信手機賬戶，或拒絕本人在目前或將來使用任何及所有安信服務(或其任何部分)。

#### 3. 資料政策

本人就登記安信手機賬戶提供的所有個人識別資料及安信為本人提供服務時所得的所有個人識別資料，均受安信不時頒佈有關收集個人資料及私隱的適用政策所約束。該等資料政策可於安信各分行索取或於安信網頁 [www.primecredit.com](http://www.primecredit.com) 查閱。

#### 4. 密碼及保安

4.1 本人明白須輸入用戶名稱及密碼登入安信手機賬戶以使用本應用程式提供的某些服務。本人須負責將用戶名稱及密碼保密，並對所有以該等用戶名稱及/或密碼進行的活動承擔全部責任。本人同意(a)倘若確實或可能已發生任何未經授權使用本人的用戶名稱及/或密碼或其他違反保安的情況，本人將立即通知安信；及(b)確保本人在每次結束瀏覽時登出安信手機賬戶。安信亦無法且不會對因本人未能遵守本使用條款的規定而產生的任何損失或損害承擔責任。儘管安信收到上述(a)項所指的通知，本人須就經本人賬戶使用的任何服務(不論是否經本人授權)承擔責任。

4.2 本人確認本人的用戶名稱及密碼屬保密資料，在任何情況下均不得向任何人士披露。本人違反該機密性的任何言語、行動或行為，無論有意或無意，均會導致本人須就由此引起安信的所有損失或損害承擔責任。本人須採取所有必要的預防措施來維持用戶

名稱及密碼的機密性。本人謹此同意及確認，任何人士(無論是否經本人授權)用本人的用戶名稱及/或密碼來使用服務將構成並視為本人本身使用服務。

## 5. 擬透過流動裝置讀取的資料及擬進行的操作

5.1 當本人使用本應用程式的某些服務例如上載文件時，本應用程式可能需要使用本人的流動裝置的相機鏡頭或取用本人的流動裝置上的照片，但不會讀取流動裝置相片簿內的資料。

5.2 當本人使用本應用程式提供的若干服務例如搜尋分行網絡、提供附近商戶優惠時，安信可能需要透過本應用程式從本人的流動裝置存取、收集、監察或使用本人地理位置，當中包括由本人的流動裝置發出的定位系統數據或其他類似數據(「位置數據」)，位置數據有便於本人使用本應用程式上的若干服務。

若本人繼續使用本應用程式，即代表本人同意安信及 Google 存取、收集、監察、傳輸、維護、披露、處理和使用本人的位置數據，讓安信及 Google 根據本應用程式及 Google 的條款和條件及隱私權政策提供相關功能。如本人不希望本人的位置數據被存取、收集、監察或使用，本人可以關閉本人流動裝置上位置存取的設定。但本人明白一旦位置數據功能被削弱或關閉，一概會使本應用程式上相關位置功能無法使用。

使用 Google 地圖/Google 地球應用程式介面，須受個別的條款和條件約束，有關條款和條件詳列於：

服務條款 ([https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html))

使用政策

([https://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html))

法律聲明 ([https://maps.google.com/help/legalnotices\\_maps.html](https://maps.google.com/help/legalnotices_maps.html))

本人確認並同意，安信對 Google 地圖/Google 地球的內容沒有控制權。

5.3 本應用程式的若干服務將在本人使用本應用程式提供的社交媒體分享功能時存取本人儲存在裝置上的社交媒體帳號(如 Facebook, Whatsapp, 微信, LINE, Twitter 等)。使用分享功能為本人個人意願。若本人不點按任何或所有裝置上選擇的社交媒體帳號的分享功能，或不直接在本人的社交媒體帳號內點按分享功能，該項功能將一直處於停用狀態，同時本應用程式亦不會存取本人裝置上的社交媒體帳號。

本人一旦使用社交媒體分享功能，則同意本應用程式存取在本人裝置上的社交媒體帳號。不同裝置和社交媒體平台的關閉分享功能方法均有所不同，本人須自行檢查有關設定，以及必要時調整本人的私隱設定。社交媒體分享功能是不會洩露本人的個人資料予第三方，儘管如此，社交媒體如何處理使用者之個人資料並非安信可控制。因此，安信不會就本人於社交媒體帳號點按分享功能之後果承擔責任。

5.4 本人使用本應用程式時，將有可能收到本應用程式的推送通知。如若本人拒絕接受此推送通知，本人可隨時透過關閉裝置上的推送通知服務以關閉該功能。不同裝置會有不同關閉推送通知服務之方法，本人明白本人須自行檢查有關設定。

## 6. 使用及更新

- 6.1 安信保留更新及補充本使用條款的權利。如若該更新及/或補充與當時存在的使用條款有不一致，則以該更新及/或補充為準。本使用條款適用於本應用程式和有關服務，包括本應用程式或有關服務之任何更新及/或補充。如若該更新及/或補充在發佈時附有獨立條款，則在這種情況下，該等獨立條款將適用。如本應用程式或有關服務中含有任何開放源碼軟件，則開放源碼軟件的條款可能凌駕本使用條款的某些條款。安信可隨時於本人下一次啟動本應用程式時向本人發送更新通知，新條款可能會顯示在螢光幕上，並可能須本人同意閱讀及接受該新條款，方可繼續使用本應用程式。如若本人繼續使用本應用程式，則會受此使用條款的所有修改限制。
- 6.2 如果本人控制但並非有關裝置 (例如流動電話或其他裝置) 之擁有人，安信將假定本人已獲該等裝置擁有人的允許以下載本應用程式到裝置上。本人將根據本使用條款，接受在任何裝置 (不論是否由本人擁有) 上使得本應用程式和有關服務的相關責任。
- 6.3 安信不會就本應用程式之下載和使用收取費用，但本人應承擔在本人裝置上下載及/或使用本應用程式的數據服務的相關收費，該等收費詳情可向流動網絡供應商查詢。
- 6.4 對於本人使用本應用程序所產生之所有費用，包括但不限於 (a) 本人任何行為上或行為上之遺留上違反本使用條款;或 ( b ) 本人使用此應用程序提供的任何服務，本人同意賠償、不追究及維護安信及其相關連公司，附屬機構、管理人員、員工、代理商、承辦商或其他合作伙伴就其中及所有涉及之任何索償、訴訟、訴訟程序、損失、損害及責任。

## 7. Cookies 的使用

- 7.1 當本人使用本應用程式時，本人使用本應用程式時之紀錄將用作統計分析及改善本應用程式之穩定性。若干資料將透過"cookies"檔案收集。Cookies 是載有小型資料檔案，自動儲存於在本人流動裝置所安裝的網絡瀏覽器內，可被本應用程式日後所收集。而本應用程式使用 cookies，像數標籤，網站日誌檔及其他掃描技術 (「Cookies」) 為本人提供更個人化之內容及資訊。同時亦有助監察本應用程式的成效，包括蒐集集體數據如訪客量、流量、分佈、本應用程式出現之問題及相關診斷及修復，還有加強保安，防止欺詐及其他用途，例如改善用戶體驗或於保安理由下限制本應用程式的使用。如若本人的網頁瀏覽器或裝置設定允許，安信亦可能使用 Cookies 選取最能吸引本人的廣告或優惠，並在本人使用本應用程式時顯示那些廣告或優惠。

由 Cookies 蒐集回來的資料屬於集體統計資料及不記名的訪客個人化設定資料，例如有語言選擇和一般活動及使用狀況等。個人資料如姓名，地址及一些可以作為身份認證及聯絡本人的資料並不會儲存於 Cookies 內。本人明白，如本人不希望被 Cookies 追蹤，可以透過變更本人現有流動裝置網絡瀏覽器的設定選擇不接受 Cookies，但本人明白此舉可能導致本人無法使用本應用程式的某些功能。

若本人已表示同意接受 Cookies 追蹤，則本人確認並同意安信可為上述原故蒐集、傳送、儲存及使用技術性資料、地點及其他資料，包括但不限於 IP 地址及/或裝置識別碼、系統及應用程式軟件及關於本人地點的資料。

7.2 安信亦會使用 Cookies, 像數標籤及網站日誌檔來追蹤本人對網上廣告的反饋及衡量其營銷活動的成功。

7.3 安信亦可能會跟使用某些應用程式例如 Google、DoubleClick 和 Facebook 等的第三方公司合作代表安信利用程式對進行關於本網站之使用及活動層面之研究。

Google、DoubleClick 和 Facebook 會透過 Cookies 及標籤蒐集資料來進行。蒐集回來的資料有助了解安信客戶群，包括本網站訪客量、訪客的行為及使用模式來得出更準確的報告，從而提高安信網上推廣的成效。從此程式蒐集回來的資料屬於集體統計資料。安信並不會為此統計而向或從 Google、DoubleClick 和 Facebook 該等公司提供或得到任何能識別閣下個人身份的資料。此外，過程中亦不會有客戶個人身份資料儲存在內。

閣下可瀏覽 <https://policies.google.com/privacy> 和

或 <https://www.facebook.com/about/privacy/> 及 <https://www.facebook.com/policies/cookies> 進一步瞭解 Google、DoubleClick 和 Facebook 的資料收集政策與取消 cookies 的指示

## 8. 第三方連結

8.1 本人明白，本應用程式可能含有連接至由第三方所提供的其他網站及資源。這些連結僅為本人提供資料及/或更方便的連結而設，安信並未對該等網站提供的內容、準確性或意見或與其他網站的鏈接進行審查、核實、監察或認可。安信亦不會對該等網站的存在、使用、暫停、中斷及/或其他無法供使用的情況所導致的任何損失和損害承擔責任。本人有全權責任負責及承擔與該等網站之間的互動(包括向該等網站提供資料或與該等網站進行交易)的風險。本程式提供那些連結亦不表示安信認可那些網站或資源或其操控者或與其有聯繫。安信對任何外部網站的內容並不負責。

## 9. 服務之限制

9.1 安信在任何情況下，均不負責因本人進入本應用程式所涉及的任何功能失效、系統、伺服器或連線故障、錯誤、遺漏、中斷、保安問題、電腦病毒、惡意電腦程式、破壞、運作或傳送延誤、延誤錯誤或未能使用服務而負上任何責任，即使安信已獲通知可能會出現上述情況。

9.2 網上通訊可能會因互聯網的公開性質或其他原因而出現中斷、傳送失敗、傳送延誤或傳送錯誤資料。在任何情況下，倘由於任何通訊網絡或提供接駁的任何方面發生延誤或失效，以致任何服務全部或部分無法提供或無法獲取，安信概毋須承擔責任。

## 10. 免責

本應用程式是按照「現有狀況」提供，安信不能就其功能作出任何形式的聲明、保證或擔保。安信無法保證瀏覽本應用程式時不會出現任何延誤或故障，亦不保證不會傳輸病毒或破

壞性程式，或者不會令本人的行動裝置受損。本人有責任保護本人的裝置及有用資料，採取適當預防措施，掃描病毒或破壞性程式。安信沒有責任賠償本人因上述所載明之任何事宜所受到之損失。

#### 11. 直接促銷

如本人不希望安信由此應用程式發送直接促銷資訊/廣告予本人，本人可於登入此應用程式後，於應用程式的目錄上「推廣訊息」一項上選取拒絕接受。

#### 12. 終止

安信可隨時在有或沒有事先通知之情況下，有絕對酌情權去決定終止或暫停向本人提供本應用程式，並不會因此對本人承擔任何責任。如安信終止提供本應用程式，將會及時向本人發出通知。協議終止後，本人使用此應用程序的權利，以及任何本使用條款授予本人的權限或其他權利將會結束，本人須停用該本應用程式並從裝置中刪除。

#### 13. 可分割性

倘本使用條款的任何一項或多項條款，或其在任何情況下的應用由於任何原因在任何方面變為無效、非法或不可執行，則該條款在任何其他方面及本使用條款的餘下部分的有效性、合法性及可執行性均不會受到損害。

#### 14. 第三者權利

香港法例第 623 章《合約(第三者權利)條例》不適用於本使用條款，而除本使用條款具體規定者外，本使用條款協方以外的任何人均不擁有本使用條款的任何權利，並且立協方及具體規定者以外的任何人均不得強制執行本使用條款。

#### 15. 管轄法及司法管轄權

本應用程式所載或透過其取覽的任何資訊及資料均假定只在香港提供及使用。本人進入本應用程式及/或使用網上服務，即代表本人同意該等進入及/或使用及本使用條款均受香港法律管轄並按其解釋。本人同意受香港法院非專屬司法權管轄。

若英文版本與中文版本之間有任何不一致之處，概以英文版本為準。

## PrimeCredit OmyCard Mobile Application Conditions of Use

### Important Note

PLEASE READ THESE CONDITIONS OF USE CAREFULLY. IF YOU DO NOT AGREE WITH ANY OF THEM, DO NOT ACCESS ANY PART OF THIS APPLICATION.

I understand that PrimeCredit OmyCard Mobile Application ("Application") is provided by PrimeCredit Limited ("PrimeCredit"). This condition of use ("Conditions of Use") is an agreement between PrimeCredit and me. By using or accessing any part of this Application, I confirm and agree to the following:

#### 1. Ownership

PrimeCredit retains all right, title and interest (including intellectual property rights) on all text, graphic images, logos, icons, sound clips, video clips, data compilations, page layout, underlying code (including object and source codes), software and any other materials (the "Content") in and to this Application when providing this Application to anyone. Any act of "mirroring" this Application or the materials contained therein on my device and/or server without the prior written permission of PrimeCredit, or modifying or re-using the text or graphics on this Application is prohibited. PrimeCredit reserves all rights not expressly granted under this Conditions of Use.

## 2. Registration

I may be asked to provide personally identifiable information for registration of OmyCard mobile application account in order to use this Application. I undertake to (a) provide my complete, current, true and accurate personally identifiable information as required; (b) maintain and promptly update my personally identifiable information to keep it complete, current, true and accurate at all times; and (c) provide complete, current, true and accurate information about any contents offered by me through any websites (the "Other Information"). If I provide any personally identifiable information and/or Other Information that is incomplete, non current, untrue and inaccurate, or PrimeCredit suspects that such is incomplete, non current, untrue and inaccurate, PrimeCredit has the right to suspend or terminate my OmyCard mobile application account or refuse any and all current or future use of PrimeCredit's services (or any portion thereof).

## 3. Data Policy

I agree that all personally identifiable information provided by me for registration of a OmyCard mobile application account or that arises from the relationship with PrimeCredit shall be subject to the applicable Personal Information Collection Statement and Privacy Policy from time to time issued by PrimeCredit. A copy of such policy is available on request at any branch of the PrimeCredit or from the PrimeCredit's website [www.primecredit.com](http://www.primecredit.com).

## 4. Password and Security

4.1 I fully understand that I am required to sign in the OmyCard mobile application account by entering my User ID and password in order to access this Application. I am responsible for maintaining the confidentiality of my User ID and password and am fully responsible for all activities that occur under such User ID and/or password. I agree to (a) immediately notify PrimeCredit of any actual or possible unauthorised use of my User ID and/or password or any other breach of security without delay; and (b) ensure that I sign out my OmyCard mobile application account at the end of each visit. Notwithstanding the aforesaid, PrimeCredit cannot and will not be liable for any loss or damage arising from my failure to comply with this term. Notwithstanding the notification, I shall remain liable for any use of the services (whether authorized by me or not) under my User ID.

4.2 I acknowledge that my User ID and password are confidential and must not be disclosed to any other person(s) under any circumstances. Any words, action or conduct whether intentional or unintentional, by me breaching that confidentiality shall render I liable to PrimeCredit for all losses and damages thereby caused. I shall take all necessary precautions to maintain the confidentiality of my User ID and password. I hereby agree and acknowledge that

the use of the services by any person whatsoever (whether authorised by me or not) with my User ID and/or password shall constitute and be deemed the use of the services by myself.

5. Data to be Accessed and Operations to be Carried Out via my mobile device.

5.1 When I use certain services provided by this Application such as document upload, this Application may use the camera lens or the stored photos of my smartphone, but it will not access any information in the photo album of the smartphone.

5.2 When I use certain services provided by this Application such as branch finder and search functions for nearby merchant offers, PrimeCredit (through the Application) may access, collect, monitor or use information about my physical location, which may include GPS coordinates or similar information regarding my location sent from my mobile device ("Location Data"). Location Data may be used to facilitate the functionality of certain features within this Application and to improve my experience when using the Application.

If I continue to use this Application, I consent to PrimeCredit and Google accessing, collecting, monitoring, disclosing, transmitting, maintaining, processing and using my Location Data to enable PrimeCredit and Google to provide the relevant functionality in accordance with the terms and conditions and privacy policy of this Application and those of Google. If I do not want my Location Data to be accessed, collected, monitored or used, I can disable the location function in my mobile device. However, I understand that some features of this Application, particularly the location-based functions in this Application may not function properly if use or availability of my Location Data is impaired or disabled.

Access to Google Maps/ Google Earth APIs through this Application is subject to separate terms and conditions, which are available at:

Maps terms ([https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html))

AUP ([https://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html))

Legal notices ([https://maps.google.com/help/legalnotices\\_maps.html](https://maps.google.com/help/legalnotices_maps.html))

I acknowledge and agree that PrimeCredit has no control on Google Maps/ Google Earth APIs.

5.3 Certain services in this Application will access the social media accounts (e.g. Facebook, Whatsapp, WeChat, LINE, Twitter, etc.) stored on my device when I use the social media "sharing" function provided in this Application. My decision to use this function is entirely voluntary. This function will remain disabled (and the Application will not access the social media accounts on my device) if I refrain from clicking on the "sharing" function for any or all of the selected social media accounts on my device, or in my social media account directly. By choosing to use this function, I am allowing certain services in the Application to access the social media accounts stored in my mobile device. Different social media platforms and devices have different ways to disable the "sharing" function and I agree to check those settings myself and if necessary, adjust my privacy settings accordingly. This social media

sharing function will not release my personal data to any third parties. However, the privacy policy for handling personal data from my social media accounts is beyond the control of PrimeCredit. PrimeCredit is not liable for the consequences of my use of the "sharing" function on any social media platforms.

5.4 I may receive push notifications when I use this Application. If I do not wish to receive these in-app notifications, I can deactivate these notifications at any time by turning off the notification settings in my mobile device. Different devices have different ways to disable such function and I agree to check those settings myself.

## 6. Use and Updates

6.1 PrimeCredit reserves the right to provide any update or supplement to these Conditions of Use. In the event of any inconsistency between such update and/or the supplement and the then existing Conditions of Use, the update and/or the supplement shall prevail. If any open-source software is included in this Application, the terms of an open-source license may override some of the terms of this Application. PrimeCredit may change the terms of these Conditions of Use at any time by notifying me of a change when I next start this Application. The new terms may be displayed on-screen and I may be required to read and accept them to continue my use of this Application and services. If I continue using this Application, I will be bound by any or all modifications made to these Conditions of Use.

6.2 I will be assumed to have obtained permission from the owners of the devices (e.g. mobile phone or other devices) that are controlled, but not owned, by me and to download this Application onto the device. I accept responsibility in accordance with the Conditions of Use for the use of this Application or services on or in relation to any device, whether or not it is owned by me.

6.3 PrimeCredit will not charge any fee for the download and use of this Application. However, I will be solely responsible for charges associated with data service using on my device for downloading and/or accessing this Application on my device. Details of fees can be obtained from mobile network service provider.

6.4 I agree to indemnify, hold harmless and defend PrimeCredit and its related companies, affiliates, officers, employees, agents, contractors, other partners against any and all claims, actions, proceedings, damages, injuries, liabilities and all costs suffered or incurred as a result of my use of this Application, including but not limited to (a) any of my acts or omissions in breach of any or all of these Conditions of Use; or (b) my use of any services provided by this Application.

## 7. Use of Cookies

7.1 My usage of this Application will be recorded to compile statistical reports and diagnose problems with this Application to improve its stability. Some of this information will be gathered through the use of "cookies", which are small pieces of information that are automatically stored in the web browser of my mobile device, which can be retrieved through the Application. The use of cookies, tags, web logs and remote scanning technologies in this Application ("Cookies") are for providing personalized content and information to me,



providing and monitoring the effectiveness of the Application, monitoring aggregate metrics such as total number of visitors, traffic, and demographic patterns, diagnosing or fixing any problems with the Application, enhancing security, fraud prevention, and the possible restriction of access to this Application for security concerns. Where permitted by my browser or device settings, PrimeCredit may use Cookies to select which of PrimeCredit's promotional materials/advertisements are most likely to appeal to me and display them when I use the Application.

The information collected by Cookies contains anonymous personalized setting information such as language preference, behavior and usage patterns. No personal data (such as my name, address or any information that will enable someone to identify and contact me) is stored in Cookies. If I do not wish to be tracked by the Cookies, I can change the settings in the browser of my mobile device by disabling the Cookies. However, by doing so, some features of the Application may not function properly.

However, if I accept the Cookies, I agree that PrimeCredit may collect, transmit, store and use technical, location, and other information, including but not limited to technical information about my device such as IP address and/or device ID, system and application software and information regarding my location for the above purposes.

7.2 PrimeCredit may also use cookies, pixel and tracking tags in to track my response to its online advertisements and to measure the success of its marketing campaigns.

7.3 PrimeCredit may also work with third parties which use applications such as Google, DoubleClick and Facebook, etc. to research certain usage and activities on parts of the website on PrimeCredit's behalf. Google, DoubleClick and Facebook use tracking tags and Cookies to conduct their research. The information collected through technologies such as tracking tags and Cookies, etc. are used to find out more about PrimeCredit's users, including the number of the visitors, their behaviour and usage patterns to enable more accurate reporting and to improve the effectiveness of PrimeCredit's marketing. The information recorded through the use of these applications are aggregated and no personally identifiable information about you is collected or shared by Google, DoubleClick or Facebook with PrimeCredit as a result of such research. Also, no customer personal data is stored through these technologies.

To find out more about the information-gathering practices and opt-out procedures of cookies for Google, DoubleClick and Facebook, please visit Google's and DoubleClick's website at <https://policies.google.com/privacy> and Facebook's website at <https://www.facebook.com/about/privacy/> and <https://www.facebook.com/policies/cookies>

## 8. Hyperlinks

8.1 This Application may contain links to other sites and resources provided by third parties. These links are provided for my information and/or easy access only. I understand that the content, accuracy or opinions provided by such websites or the links to other websites have not been examined, verified, supervised or recognized by PrimeCredit. PrimeCredit will not bear liability for any loss and damage arising from the presence, use, suspension, disruption and/or other

non-availability of these websites. My interaction with these websites, including the provision of any information thereto or any transaction therewith, will be wholly at my own risk and my sole responsibility. The inclusion of a link to another site from this Application does not imply any endorsement of or association with the sites or resources themselves or of those in control of them. PrimeCredit is not responsible for the content of any external website.

## 9. Restriction of Services

9.1 Under no circumstances shall PrimeCredit be liable for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with my accessing this Application even if PrimeCredit had been advised as to the possibility.

9.2 Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to the public nature of the Internet or otherwise. PrimeCredit shall, accordingly, in no circumstances, be liable for any failure of any services in whole or in part or for my inability to gain access in whole or in part to such services due to the delay or failure of any communication networks or any party providing such access.

## 10. Disclaimer

This Application is provided "as is" with no representation, warranty or guarantee. PrimeCredit cannot guarantee that access to this Application will be uninterrupted that there will be no delays or failures. PrimeCredit cannot also guarantee that no viruses or destructive properties will be transmitted or that no damage will occur to my device. I am responsible for protection of useful data and device and for undertaking appropriate precautions to scan for viruses or other destructive properties. PrimeCredit will not be liable and/or reimburse any loss incurred as a result of any of the matters set out as above to me.

## 11. Direct Marketing

If I do not wish PrimeCredit to send to me any direct marketing notifications / advertisements via this Application, I can at any time click on the "Promotion Message" button on the menu bar of this Application to opt out promotion message after I login to this Application.

## 12. Termination

PrimeCredit may at any time with or without prior notice and at its discretion terminate or suspend the provision of this Application to me, and shall have no liability whatsoever to me for doing so. Upon termination, my right to use this Application, and any other rights or permissions granted to me in this Conditions of Use, will end and I must stop using this Application and delete it from my device.

## 13. Severability

If any one or more of these Conditions of Use, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining Conditions of Use shall not in any way be impaired.

## 14. Rights of third parties

The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) shall not apply to these Conditions of Use and unless specifically herein provided no person other than the parties to these Conditions of Use and any assign of PrimeCredit shall have any rights under it nor shall it be enforceable by any person other than the parties to them and any assign of PrimeCredit.

#### 15. Governing Law and Jurisdiction

The information and materials contained in or accessed through this Application are provided on the basis they are available and for use only in the HKSAR. By accessing this Application and/or using the online services, I agree that such access and/or use, as well as these Conditions of Use shall be governed by, and construed in accordance with the laws of the HKSAR and you agree to submit to the non-exclusive jurisdiction of the courts of the HKSAR.

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