

## **ECC Cardholder Agreement**

ECC Finance Limited ("ECC") issues the ECC Credit Card (each and collectively the "Card") to you (the "Principal Cardholder") on the following terms. By using this card, the Principal Cardholder (collectively, "Cardholder") agrees and confirm to perform this contract and be responsible for any payment to ECC in accordance with the following terms:

1. The Cardholder understands and acknowledges that the Card is issued to the Cardholder on basis of information provided by the Cardholder to ECC. The Cardholder declares and represents that the information provided to ECC is and will remain true and correct and undertakes to inform ECC immediately in writing of any change of such information including that on employment, business or residential address, or telephone number.
2. The Cardholder shall:
  - a. Sign the Card upon receipt;
  - b. Keep the Card secure all the time and only used by Cardholder only;
  - c. Not exceed the credit limit set by ECC from time to time;
  - d. Can not use the Card after the date embossed on the face of the Card is expired or after the Card is withdrawn or canceled.
3. The Card is issued for use, subject to the credit limit set by ECC, in connection with facilities made available by ECC from time to time at its absolute discretion including the payment for any purchase of goods and/or services ("Credit Purchase"), cash advances and such other credit facilities or services as ECC may from time to time provide or arrange such as card instalment plan, balance transfer and hire purchase of goods in which case the Cardholder also agrees to be bound by the terms and conditions governing the use of the related services.
4. The Cardholder are not allowed to use the credit card or credit card account for fraudulent, illegal, or criminal purposes. We reserve the right to refuse, stop, or delay the processing or payment of any transaction if (a) it exceeds the credit limit, (b) ECC suspects the transaction is related to illegal gambling or fraudulent activities or may be considered illegal under current laws, (c) it may result in ECC violating any laws or regulatory requirements, and/or (d) it involves circumstances beyond ECC's reasonable control. ECC shall not be liable for any loss or damage of any nature (whether direct or indirect) that you may suffer as a result of such refusal, stoppage, or delay.
5. The Cardholder shall be liable for all transactions ("Transactions") effected or authorized using the Card notwithstanding that no sales draft

or cash advance voucher is signed by him, or the credit limit is exceeded. Types of Transactions effected or authorized without the Cardholder's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, use of the Card in an automated teller machine, at merchant's point of sale terminal, in a credit card payphone or any other device approved by ECC from time to time.

6. The Cardholder shall keep any personal identification number ("PIN") and telephone identification number ("TIN") in connection with the use of the Card strictly confidential, in particular:
  - a. Printed copies of the PIN and TIN should be destroyed;
  - b. Under no circumstances should the PIN or TIN be disclosed to any other persons;
  - c. No one else should be permitted to use the Card PIN or TIN;
  - d. The PIN and TIN should never be written down on the Card or on anything kept with or near the Card and should be frequently changed;
  - e. The PIN and TIN should always be disguised if written down; and
  - f. Whenever you change your personal password or phone password, you should avoid using obvious numbers such as your ID card number, passport number, date of birth, phone number, or other easily accessible personal information. If your personal password or phone password is disclosed to others for any reason, you must bear full and sole responsibility for any consequences, losses, and/or liabilities incurred by ECC as a result.
7. The Card is the property of ECC and cannot be transferred. ECC reserves the right to withdraw, suspend, revoke, or terminate this card and/or any services or equipment provided and/or refuse to approve any proposed transaction without prior notice and reason. ECC shall not be liable for any direct or indirect damages incurred by me in exercising such withdrawal, suspension, revocation, termination, or refusal of approval. I unconditionally and promptly return this card to ECC at the request of ECC.
8. ECC will set up an account for the credit card ("Card Account") to record all Transactions amounts and charges, fees, interest, balances, and other amounts payable on this Account ("Charges"). All fees, charges, and interest rates applicable to the credit card are listed on the Fee Schedule and form part of this contract. ECC has the absolute discretion to revise the Fee Schedule from time to time.
9. The Cardholder agrees to pay to ECC an annual fee for the Card as determined by ECC from time to time. The annual fee will be debited to the Card Account when due and is non-refundable in any circumstances whatsoever.

10. ECC shall issue to the Cardholder a monthly statement ("Statement") of the Card Account setting out details of the total amount of all Charges ("Statement Balance"), the minimum payment due from the Cardholder ("Minimum Payment Due") and the date by which payment must be made ("Payment Due Date"). Subject to ECC 's right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder shall pay to ECC the Minimum Payment Due on or before the Payment Due Date falling that the Cardholder shall pay to ECC a late charge calculated at the rate determined by ECC from time to time and notified to the Cardholder in any way ECC sees fit. ECC shall not be obliged to issue a Statement if there has been no transaction or no outstanding balance on the Card Amount since the last Statement. Statements may be in electronic form accessible through internet services available on ECC's website which is subject to terms and conditions governing the use of ECC.
11. Cash advances will be subject to cash advance handling fee on each cash advance made. Interest will accrue on the amount of cash advance calculated daily from the date of the cash advance to the Payment Date. Should the Cardholder choose not to the sales cut-off date (subject to change from time to time as ECC shall solely determine). In addition, interest will be charged monthly from the day following the sales cut-off date. The amount of the cash advance handling fee and the rate of interest including the extension charge will be determined by ECC from time to time and notified to the Cardholder in any way ECC sees fit.
12. No interest will be charged if the full amount of Credit Purchase is received by ECC on or before the Payment Due Date. Should the Cardholder not to settle the amount in full, interest will be charged on the outstanding balance including new Transactions entered by the Cardholder retrospective from date of such Transactions until payment is paid in full at the date determined by ECC from time to time and notified to the Cardholder in any way ECC sees fit.
13. ECC charge a retrieval fee for sales draft copies and Statement which will be debited to the Card Account at the rate determined by ECC from time to time.
14. ECC charge a handling fee:
  - a. For any repayment by cash in settlement of the Cash Account;
  - b. In relation to any autopay authorization which is either dishonored or revoked;When the outstanding balance exceeds the credit limit, at such rate as determined by ECC from time to time.

15. ECC's records and monthly Statement on the Charges shall be conclusive and binding on the Cardholder for all purposes except ECC may at its discretion adjust any entries mistakenly or erroneously made by it.
16. The Cardholder should notify ECC's Card Centre of any transaction which was not authorized by the Cardholder within 60 days from the date of the Statement. If the Cardholder fails to report within the said period, the transactions shown on the Statement shall be considered correct.
17. If the Cardholder fails to pay any sum due and payable hereunder, ECC may appoint debt collection agencies to collect the same. If ECC has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or for other remedies resulting from the breach or non-compliance of any term of this Agreement, the Cardholder shall fully reimburse ECC all such legal fees and other fees and expenses (including the fees of debt collection agencies) incurred in that connection.
18. Payments to ECC shall only be deemed to be received by ECC and credited to the Card Account when received in good and cleared funds and without any set off, claim, condition, restriction, deduction or withholding whatsoever.
19. Payments and credit to the Card Account may be applied in the following order: firstly, legal and collection fees, annual fees, all other fees and charges, interest, and lastly, the outstanding principal amount of the Transactions; or in any order as ECC considers appropriate without reference to the Cardholder.
20.
  - a. If this credit card is lost, stolen, or the PIN or phone PIN has been disclosed to anyone, I shall immediately notify the ECC Customer Service Hotline by telephone at (852) 3188 8902. I am fully responsible for all card transactions (whether authorized by me) prior to notifying ECC of a lost, stolen, or compromised PIN. If I:
    - i. Not due to fraudulent conduct or gross negligence
    - ii. inadvertently hand over the card to another person (whether voluntarily or not) and
    - iii. Notify ECC immediately or within a reasonable time upon discovery of loss, theft, or leakage; my maximum liability for such unauthorized transactions (other than cash advances) will not exceed HK\$500. I am solely responsible for any unauthorized cash advances.
  - b. In the event of my fraudulent behavior or gross negligence, including failure to notify ECC immediately that the card has been lost or stolen, and that the PIN or phone PIN has been leaked, I shall be fully responsible for any unauthorized credits to the card account.

transaction amount, which is not capped. I have failed to comply with Clause 6 of this Agreement or the ECC's guidelines regarding the proper preservation of the credit card and the confidentiality of the PIN and phone PIN of the card, including but not limited to disclosing the PIN or phone PIN to others, whether voluntarily or not, is considered gross negligence.

- c. After ECC has been notified by me in Clause (19) as of this contract, I may withhold payment of the suspected unauthorized transaction amount until ECC before the payment due date stated in the current monthly statement until the investigation is completed. If the results of ECC's investigation (binding on me) show that the matters notified by me cannot be established, I shall immediately repay all deferred payments and ECC reserves the right to add any overdue Fees arising during the entire period (including the investigation period) and Finance Charges.

21. ECC shall not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. Any replacement Card shall be subject to a handling fee at the rate or in the amount as determined by ECC from time to time and its use shall be subject to the terms and conditions of this Agreement.

22.

- a. The Cardholder acknowledges and agrees that any personal data provided by the Cardholder, or which is collected during any continued relationship with ECC may be used and retained by ECC and persons or corporations listed below for the following purposes and for other purposes as may be agreed between the Cardholder and ECC or such persons or corporations (as the case may be) or required by law from time to time.
  - i. the processing of applications for credit and/or other financial services and facilities;
  - ii. the daily operation of the services and credit facilities provided to the Cardholder;
  - iii. conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year and carrying out matching procedures (as defined in the Personal Data (Privacy) Ordinance (the "Ordinance"));
  - iv. creating and maintaining ECC's credit scoring models;
  - v. assisting other financial institutions to conduct credit checks and collect debts;
  - vi. ensuring ongoing credit worthiness of the Cardholder;
  - vii. designing credit and financial services or related products for the Cardholder's use;

- viii. determining the amount of indebtedness owed to or by the Cardholder;
- ix. collection of amounts outstanding from the Cardholder and those providing security for the Cardholder's obligations;
- x. assessing and analyzing any insurance claim and assisting insurance companies to conduct claim checks;
- xi. complying with the obligations, requirements, or arrangements for disclosing and using data that apply to the ECC or any of ECC Group Companies or that it is expected to comply according to:
  - 1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
  - 2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future;
  - 3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on ECC or any of ECC Group Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- xii. complying with any obligations, requirements, policies, procedures, measures, or arrangements for sharing data and information within the ECC Group of Companies and/or any other use of data and information in accordance with any group-wide programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- xiii. enabling an actual or proposed assignee of ECC, or participant or sub-participant of ECC's rights in respect of the Cardholder to evaluate the transaction intended to be the subject of the assignment, participation, or sub-participation;
- xiv. xv. exchanging information with merchants accepting credit cards and/or prepaid cards issued by ECC and entities with whom ECC provides co-branded credit card services;
- xv. compiling statistical information and Cardholder profiles;
- xvi. comparing data of the Cardholder and other persons for credit checking, data verification or otherwise producing or verifying data, whether for the purpose of taking adverse action against the Cardholder;

- xvii. maintaining a credit history of the Cardholder (whether there exists any relationship between the Cardholder and ECC) for present and future reference;
  - xviii. assisting in the prevention, detection, and investigation of crime; and
  - xix. purposes relating thereto.
- b. The Cardholder agrees that ECC may disclose and transfer his/her personal data to the following persons or corporations (whether within or outside Hong Kong) for the purposes set out in clause 20(a):
- i. any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment, securities clearing, data processing, debt collection, insurance, professional or other services to ECC in connection with the operation of its business;
  - ii. any of the subsidiaries, holding companies, associated companies, or affiliates of ECC (“ECC Group Companies”);
  - iii. any other person under a duty of confidentiality to ECC including a member of ECC Group Companies which has undertaken to keep such information confidential;
  - iv. any financial institution, charge or credit card issuing companies, insurance, securities, and investment company with which the Cardholder has or proposes to have dealings;
  - v. any actual or proposed assignee of ECC or participant or sub-participant or transferee of ECC's rights in respect of the Cardholder;
  - vi. credit reference agencies and, in the event of default, to debt collection agencies;
  - vii. any party giving or proposing to give a guarantee or third-party security to guarantee or secure the Cardholder's obligations;
  - viii. any person to whom ECC or any of ECC Group Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to ECC or any of ECC Group Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which ECC or any of ECC Group Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of ECC or any of ECC Group Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;

- ix. third party financial institutions, insurers, credit card companies, securities, and investment service providers;
  - x. third party reward, loyalty, co-branding, and privileges program providers;
  - xi. co-branding partners of ECC and ECC Group Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
  - xii. affiliated merchants of ECC and ECC Group Companies (the names of such affiliated merchants can be found on ECC's website for the relevant services and products, as the case may be);
  - xiii. charitable and non-profit making organizations; and
  - xiv. external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, gift redemption centers, data processing companies and information technology companies) that ECC engages for the purposes set out in clause 20(a). Such information may be transferred to a place outside Hong Kong.
- c. ECC intends to use a customer's data in direct marketing and ECC requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- i. the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a customer held by ECC from time to time may be used by ECC or a member of ECC Group Companies in direct marketing;
  - ii. the following classes of services, products and subjects may be marketed:
    - 1) financial, insurance, credit card, prepaid card, credit and related services and products;
    - 2) reward, loyalty, co-branding or privileges programs and related services and products;
    - 3) services and products offered by ECC's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - 4) services and products offered by ECC's affiliated merchants via ECC's virtual mall, including without limitation suppliers and retailers of health and beauty products, electronic products, computers and accessories, home appliances, homeware, food and beverages, toys and baby products, pet products, gifts and premiums, and other consumer durable products and providers of health care, travel and entertainment industries (the names of such affiliated



- merchants can be found on ECC's website for the relevant services and products, as the case may be); and
- 5) donations and contributions for charitable and/or non-profit making purposes;
- iii. the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by ECC and/or:
    - 1) ECC Group Companies;
    - 2) third party financial institutions, insurers, credit card companies, securities and investment service providers;
    - 3) third party reward, loyalty, co-branding or privileges program providers;
    - 4) co-branding partners of ECC and/or ECC Group Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - 5) affiliated merchants of ECC (the names of such affiliated merchants can be found on ECC's website for the relevant services and products, as the case may be); and
    - 6) charitable or non-profit making organizations;
  - iv. In addition to marketing the above services, products and subjects itself, ECC also intends to provide the data described in clause above to all or any of the persons described in clause above for use by them in marketing those services, products and subjects, and ECC requires the customer's written consent (which includes an indication of no objection) for that purpose;
  - v. ECC may receive money or other property in return for providing the data to the other persons in clause above and, when requesting the customer's consent or no objection as described in clause above, ECC will inform the customer (as defined in clause 22(c)(iv) above) if it will receive any money or other property in return for providing the data to the other persons. If a customer does not wish ECC to use or provide to other persons his/her data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying ECC.
- d. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data (the "Code") as approved and issued under the Ordinance, the Cardholder has the right:
    - i. to check whether ECC holds data about him/her and access to such data;
    - ii. to require ECC to correct any data relating to him/her which is inaccurate;
    - iii. to ascertain ECC's policies and practices in relation to data and to be informed of the kind of personal data held by ECC;

- iv. to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- v. in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by ECC to a credit reference agency, to instruct ECC upon termination of the account by full repayment, to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by ECC to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- iv. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in clause 22(d)(v) above) may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
- e. In the event any amount in an account is written off due to a bankruptcy order being made against a customer, the account repayment data (as defined in clause 22(d)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified with evidence to the credit reference agency, whichever is earlier.
- f. ECC may from time to time access the personal and account information or records of the Cardholder (including information about the number of mortgage count) held by a credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to the Cardholder or a third party whose obligations are guaranteed by the Cardholder
  - I. an increase in the credit amount;
  - II. the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or

- III. the putting in place or the implementation of a scheme of arrangement with the Cardholder or the third party.
- g. Data of the Cardholder may be processed, kept, transferred, or disclosed in and to any country as ECC or any person who has obtained such data from ECC referred to in clause 22(b) considers appropriate. Such data may also be processed, kept, transferred, or disclosed in accordance with the applicable local practices, laws, rules and regulations in such a country.
- h. In accordance with the terms of the Ordinance, ECC has the right to charge a reasonable fee for the processing of any data access request.
- i. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:  
ECC Finance Limited Email:  
creditcard@easy-credit-card.com  
Telephone: (852) 3188 8902
- j. The Cardholder may, at any time and without charge, choose not to receive any direct marketing material or message from ECC by informing the Data Protection Officer in writing.
23. ECC hereby reserves the right at any time to amend the terms and conditions of this Agreement and/or the Fee Schedule including, without limitation, the applicable credit limit, payment terms, interest rates, the rates of any charges or fees and method of payment. Such amendments shall become effective and binding on the Cardholder on the effective date specified by ECC. Retention or use of the Card after the effective date shall constitute the Cardholder's acceptance of such amendments without reservation irrespective of whether the Cardholder has actual notice or knowledge thereof.
24. The Cardholder may terminate this Agreement by giving written notice to ECC accompanied by the return of the Card and any Supplementary Card(s) both cut in halves. The Supplementary Cardholder may terminate this Agreement by giving written notice to ECC accompanied by the return of the Supplementary Card cut in halves. The termination of any Card shall be effective upon ECC receiving such notice and Card. The Cardholder shall be fully liable for all losses arising from any Transaction effected using the Card under the Card Account (whether authorized by the Cardholder) because of the failure of the Cardholder to return the Card cut into two halves upon termination in accordance with the provisions of this clause. For the avoidance of doubt, ECC may at any time terminate

- i. any Card (including any Supplementary Card) at the written request of the Principal Cardholder,
  - ii. any Supplementary Card at the written request of the relevant Supplementary Cardholder, and
  - iii. any Supplementary Card upon termination of the principal Card.
25. Each Cardholder shall be liable for all Charges incurred by him and the Principal Cardholder shall in addition be liable for the Charges incurred by each of the Supplementary Cardholders. For the avoidance of doubt, no Supplementary Cardholder shall be liable for the Charges incurred by the Principal Cardholder or any other Supplementary Cardholder.
26. The Cardholder shall directly settle disputes between merchant establishments and the Cardholder for goods and services purchased. ECC shall not be responsible for goods and services supplied by merchant establishments or for refusal of any merchant establishment to accept or honor the Card. No claim against any merchant establishment may be set off or counter claimed against ECC.
27. Without prejudice to the other provisions of this Agreement, if the Cardholder should be absent from Hong Kong for six months or more, arrangements to settle the Card Account should be made prior to his departure.
28. In addition to the general right of set off or other rights conferred by law or under any other agreement, ECC may, without notice, combine or consolidate the outstanding balance on the Card Account with any other account(s) which the Cardholder maintains with ECC and set off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to ECC under this Agreement.
29. ECC may (with or without having suspended or reduced the credit extended, withdrawn the Card or terminated this Agreement) require the Cardholder to immediately pay the entire outstanding balance under the Card Account. The whole of the outstanding balance on the Card Account together with the amount of any outstanding Transactions effected but not yet charged to the Card Account will become immediate due and payable in full to ECC on termination of this Agreement or on the Cardholder's bankruptcy or death. All obligations of the Cardholder incurred or existing under this Agreement as of the date of termination shall survive such termination.
30. ECC may at any time transfer, assign, delegate, or sub-contract any or all its rights or obligations hereunder to any person without prior notice or consent of the cardholder.

31. All notices, statements of account or letters from ECC may be sent and delivered by written notification, statement attachment, statement message, email message or in any form as ECC may determine appropriate, and delivered via prepaid mail, fax, SMS or any other electronic communication such as email or by posting a notice on ECC's website. All notices, statements of account or letters sent by ECC shall be regarded as duly delivered if sent to the last address, fax number or contact number registered with ECC. (If there is a need for additional statement mailing or if there is a fee applicable) .
32. The Cardholder agrees that ECC may record any telephone conversation between them, and all such recordings shall remain the property of ECC and may be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement and the Card.
33. The Cardholder agrees that no relaxation forbearance delay or indulgence by ECC in enforcing any of the terms or conditions of this Agreement or the granting of time hereunder shall prejudice affect or restrict any of the rights and powers of ECC under this Agreement.
34. This Agreement shall be binding on the estate of the Cardholder and on his personal representative.
35. If any provision of this Agreement shall be held to be invalid or unenforceable the validity and enforce ability of the remaining provisions shall not in any way be affected or impaired thereby.
36. Unless the context otherwise requires, all expressions herein in the singular shall include the plural and vice versa and all expressions in the masculine gender shall include the feminine gender.
37. ECC may from time introduce new products/services to be made available to the Cardholder including but not limited to the bonus points program which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.
38. ECC shall not be liable for any delay, failure, or computer processing error in providing any of the equipment or other facilities or services to the Cardholder including any equipment malfunction or failure and under no circumstances shall ECC be responsible to the Cardholder or any third party for any loss arising out of or in connection with such delay, failure, or computer processing error. But without prejudice to the generality of the foregoing, ECC shall incur no liability because of any act or omission of any third party through which any facilities or services to the Cardholder may be made available.

39. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.
40. If there is any inconsistency between the English version of this Agreement and the Chinese version, the English version shall prevail.

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