## **Credit Card Terms and Conditions**

Warning: You have to repay your loans. Don't pay any intermediaries.

You should read the full version of the Agreement. The key responsibilities and obligations you have under this Agreement are summarized below. Our credit card terms and conditions will take effect once your credit card application has been approved and activated. Your credit card will be deemed accepted and agreed to be bound by this Agreement upon activation. Please check ECC's official website for other relevant terms and agreements: www.easy-credit-card.com

## I. Declarations

- (a) Your credit cards have not been cancelled due to delinquent payments nor have any loan or credit card from other financial institutions been delinquent for over one month.
- (b) You have not been bankrupt, nor do you have a bankruptcy record, nor do you intend to or take action to declare bankruptcy.
- (c) You are responsible for confirming that the information provided is accurate and complete and understand that ECC will only update your personal information (if applicable) upon successful verification of your identity. You will immediately notify the Company of any changes to the above information in the future. You understand that account opening and/or any services provided by the Company require internal approval and are subject to your acceptance of the terms and conditions herein. If you intentionally or negligently make fraudulent misrepresentations or provide false information or omit to provide information relevant to this application, you may bear civil or criminal liability.
- (d) Hereby confirm that you are over 18 years of age and have read the Money Lenders Ordinance, Privacy Policy Statement, Personal Information Collection Statement, and this Agreement. You may authorize ECC to obtain additional information from any third party, such as credit report checks and transfer from credit reference agencies if required.

ECCe) You agree that PFH may transfer your personal data and other information it collects from time to time to other ECC entities (whether in Hong Kong or outside Hong Kong) and share the same with them and use for account opening procedures of other ECC entities for services and/or products relevant to your application. You understand that using services of or operating accounts belonging to you within other ECC entities will be governed by policy guidelines, and you agree other ECC entities may use and disclose your personal data and other information collected from time to time for such purposes or to such persons (whether in Hong Kong or outside Hong Kong) in accordance with the policy guidelines.

## II. Terms and conditions

- (a) Please ensure the credit card is used solely by the named cardholder.
- (b) You shall be fully liable for all transactions effected with the use of this card, notwithstanding that you did not sign any sale vouchers or cash advance slips and/or the transactions were/will be more than the credit limit and/or were not voluntarily incurred by you. Transactions effected or accepted without the cardholder's signature including but not limited to telephone, facsimile, mail order or other electronic manner, direct debit authorization, use of ATM, Merchant's point of sale terminals, use of credit ECC via phone or any other devices as may be approved by ECC from time to time.
- (c) PFH will reject any credit card transaction that exceeds the credit limit.

  Over-limit authorizations are not permitted; the transaction will be declined if the remaining credit line does not cover the payment amount.
- (d) By "Cash Repayment" method, ECC may impose financial charges without prior notice even if you have fully paid the minimum amount due, if you do not fully pay the statement balance by the payment due date. ECC may impose late payment charges in addition to financial charges without prior notice if you do not fully pay the minimum amount due by the payment due

- date. We may change fees and charge standards from time to time. Such information is available on our website or upon request.
- (e) By "Collateral Repayment" ECC, ECC Tech (with TCSP license) will, with your prior permission (provided by the custodian agreement), release equivalent collateral to ECC to address your potential delayed/defaulted debt repayment (in full) or default situations.
- (f) If you discover any unauthorized transactions or your credit card is lost or stolen, you should notify ECC immediately or perform a card lock via our mobile app. If you do not notify us of any unauthorized transactions within 60 days from the statement date, we may not be able to take any action. If you fail to notify us within the said 60-day period, you will not be able to raise any objection or request for remedy from us in respect of the said transactions.
- (g) You must pay any indebtedness owing under or in connection with our credit card terms including interest, charges, and fees. All amounts paid to us must be paid in full without any set-off (whether taxes or otherwise). We may set off any amounts we owe to you against or recover from you in any other manner any amounts we are required by law or regulation to collect from or pay to any government, regulatory authority or other third party (whether taxes or otherwise). This provision continues to apply even after cancellation of your credit card.
- (h) PFH may suspend or cancel your credit card or close your account without prior notice. You may cancel your credit card or account (including supplementary cards) at any time by giving notice to us.

- (i) The following amounts will also be payable in full upon suspension, cancellation, termination of your credit card or upon your bankruptcy or death for any reason:
  - i. Outstanding balance on your credit card account; and
  - ii. Amount of any transactions effected but not yet charged to your card account.
- (ii) You may indemnify and compensate ECC against:
  - All legal proceedings ultimately instituted and claims, actions and demands; and
  - ii. All losses, damages and reasonable amounts of costs and expenses.

Such indemnity shall continue after termination of the Agreement.

- (j) ECC is entitled to change the terms, interest rates, financial charges or other fees or charges from time to time. We will normally give you reasonable notice. You will be bound by the revised terms unless you return your credit card to us before the effective date to terminate.
- (k) You shall not use your credit card for any illegal transaction or unlawful activity.
- (I) You must notify ECC in writing or by telephone within 30 days of any change to your personal information.
- (m) You may use your credit card to withdraw cash from ATMs (different ATM operators may have different withdrawal limits depending on service providers in different jurisdictions) and be subject to cash advance fees. Such information is available on our website or upon request.
- (n) It is advisable to settle your outstanding balance before the credit card payment due date to avoid additional charges.

- (p) Please keep your credit card and PIN secure. Notify us immediately if:
  - Your credit card is lost, stolen or misused;
  - ii. Your personal PIN is disclosed without authorization;
  - iii. You discover any unauthorized transactions; or
  - iv. Your personal or security information is no longer secure.

You will be personally liable for all liabilities until we receive your notification, in case of any unauthorized transactions, lost/stolen card or misuse, or unauthorized disclosure of your personal PIN.

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

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