

## **UniCard Mastercard Prepaid Card Terms and Conditions**

The following terms and conditions (the “Terms”) govern your application and use of the UniCard Mastercard Prepaid Card. Please read these Terms carefully and retain a copy of them for your record. By activating, receiving and/or using the UniCard Mastercard Prepaid Card, you are agreeing to these Terms. We may change these Terms at any time, with or without cause, as provided in these Terms and in accordance with applicable law. In the event of any inconsistency between the English and Chinese language versions of these Terms, the English version prevails.

### **DEFINITIONS**

The term “Card” refers to the UniCard Mastercard Prepaid Card. The value of the funds that are loaded onto the Card and are available for spending is referred to herein as the “Balance”. “Cardholder” means an individual who activates, receives and/or uses the Card. “Transaction Amount” means the amount that is debited from the Balance in connection with Your use of the Card, which amount includes both the amount of the Balance to be transferred and the fees imposed to complete the transaction. UniCard Solution Limited is the issuer of the Card. “Mastercard” means Mastercard International Incorporated and its successors and assigns. “We,” “Us,” “Our” and “Ours” mean UniCard Solution Limited, and all associated and affiliated third parties required to fulfill and manage Your Card. “You”, “Your” and “Yours” each means the Cardholder. “Business Day” means any day other than a Saturday, a Sunday or a public or bank holiday in Hong Kong. “Mastercard Acceptance Mark” means the brand mark of Mastercard International Incorporated as further described on <https://www.mastercardbrandcenter.com> and which is used for all Cards. “Our Website” means the website at <https://www.unicard.hk/> .

### **THE CARD**

Your Card is a general purpose reloadable prepaid card and is not a (non-reloadable) gift card or a credit card, and it can be used at any location that displays the Mastercard Acceptance Mark, including point of sale retail merchants, restaurants, online or on the telephone. You can also use Your Card in areas outside Hong Kong. (Please note: use of the Card abroad may have additional fees such as those in connection with currency exchange rate and handling fees.) Before using the Card You need to make sure that it has been activated and that the Balance available is sufficient for Your purchase. You will not be able to use Your Card after its expiry date. Your Card is attached to an account (the “Card Account”) that We have created to record the Balance available

and transactions of Your Card. In order to protect Your interests, the amount of funds You load to Your Card or load through Our co-branders will be deposited into an independent Trust Account at a Hong Kong bank registered in the name of, and operated by, an independent Custodian (the "Trust Account").

Your funds will be kept in the Trust Account until they are, at the request and/or demand of You or any applicable regulatory party, returned to you or transferred to others. We promise that 1. we will not create (or cause to be created) any Lien, Charge, Pledge, Encumbrances, Equity or any type of third party right on Your fund; and 2. We will properly keep and back up the account details and records associated with the Trust Account. You acknowledge and agree that You will only be able to access the information about Your remaining funds in Your Card Account, and You will not be able to access any other information or receive any interest from the Trust Account. The Card Account is operated and maintained under Our management system and does not link up with any of Your bank accounts. There is no minimum Balance requirement in Your Card Account, but We may cancel Your Card if You have zero or a negative Balance. Your Card Account is not a deposit account and no interest will be paid on the Balance. The default currency denomination of Your Balance will be in Hong Kong dollars.

The Mastercard logo is featured on Your Card and will be imprinted along with the issuer's name- UniCard Solution Limited, whose principal office is at Room 507, Greenfield Tower, Concordia Plaza, No. 1 Science Museum Road, Tsim Sha Tsui East, Kowloon, Hong Kong, which is regulated by the Hong Kong Monetary Authority pursuant to the Payment Systems and Stored Value Facilities Ordinance (Cap. 584) of the laws of Hong Kong.

#### **APPLICATION AND ACTIVATION OF THE CARD**

You must be at least eighteen (18) years of age to apply for a Card. We will require evidence of Your identity, such as an identity card bearing Your photograph, a valid international passport or other travel document, a valid driving license incorporating photographic evidence of Your identity, issued by a competent governmental authority.

We will also require evidence of Your address, such as: utility bill, bank statement issued by a bank in a competent jurisdiction, correspondence from a government department or agency, mobile phone or pay TV statement, a lawyer's confirmation of property purchase, legal document recognizing title to property, government-issued photographic driving license containing the current residential address or national

identity card containing the current residential address. We will require additional supporting documents to demonstrate the soundness of Your financial background if necessary. The approved forms of identification and verification of residential address cannot be more than 3 months old. When You apply for the Card, We will run checks to verify Your identity and financial background. If We are unable to verify Your identity and/or Your financial background, or You do not supply adequate identification information that We request, or the verification check results are not to Our satisfaction, You may not be eligible for the Card.

Upon receipt of the Card, You must sign the "Signature Strip" on the back of the Card for it to be valid. You must activate Your Card via the related website(s) and/or the mobile app(s) notified to You upon or after Our acceptance of Your application for the Card. You must enter Your personal details and should set up a password for your Card Account by following all the instructions on the relevant website(s) and/or mobile app(s). You should choose a password that would be difficult for another person to predict and You should also change Your password periodically for security reasons. If You have any problems in activating Your Card or when changing Your password, please call Our customer service hotline at (852) 2620-6800.

#### **OWNERSHIP AND USE OF THE CARD**

The Card is and will remain Our property. However, You will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to Us immediately upon request. You must not use the Card for any illegal transactions or purposes. If You authorize another person to use the Card, You agree, to the extent permitted by law, that You will be liable for all transactions arising from the use of the Card by such person. To use the Card, simply present the Card at the time of payment, and sign the receipt with the same signature You used when You signed on the Card. You may wish to retain the receipt as a record of the transaction. As You use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. You may not make a purchase in an amount that exceeds the remaining Balance on the Card. If You want to make a purchase in an amount that exceeds the Maximum Stored Value, You must notify Us before completing the transaction.

## **USAGE OF YOUR CARD**

### **A. Point of Sale and Mastercard Signature Use Limit**

You agree that We are not required to verify the signature on any sales draft prepared in connection with a transaction carried out on Your Card and We may authorize and process a transaction even if the signature on the sales draft is different from the signature on Your Card. You do not have any right to stop the payment of any transaction You conduct with the Card. You may not make pre-authorized regular payments through the use of Your Card. We are not liable to You for declining authorization for any particular transaction, regardless of Our reason.

Online transactions must be authorized by You by entering Your Card details as requested by the retailer. This usually means providing Your Card number, the name on the Card, the expiration date of the Card and in many cases the CVC2 number printed on the back of the Card. You cannot withdraw Your authorization after having completed Your transaction.

### **B. Limitations**

The amount You can spend with Your Card will be limited by the amount of your Balance. The Card cannot be used for recurring billing charges (such as monthly utilities or subscriptions). We do not recommend using the Card to make reservations or deposits (for example, car rental or hotel reservations). These companies often estimate the bill and hold the authorization amount for up to 30 days, meaning You cannot access or spend those funds during the period. You can, however, use the Card to settle Your final bill. Use of Your Card may be restricted in some countries due to security risks. Be aware that some merchants (for example, restaurants, car rental agencies, salons, hotels, cruise lines and pay-at-the-pump gas stations) temporarily require that Your Card has an available Balance greater than the purchase amount to ensure sufficient funds for tips or incidental expenses. The reason for this temporary difference is that the final amount of Your purchase is not known at the time Your Card is swiped for authorization. Authorization tells the merchant whether Your Card has enough funds to cover Your final purchase amount. Only the actual amount spent will be deducted from Your Balance.

### **C. Overseas Transaction**

An overseas transaction fee will be imposed on the amount transacted outside Hong Kong. This fee is additional to any transaction fee levied by Mastercard (for further details on this please see section on "Fees" below) and will be automatically deducted from Your Balance.

For all transactions involving currency conversion, the exchange rate refers to the rate applied by Mastercard on the date of conversion. However, if the proceeds of a foreign transaction are refunded to Your Card, the Mastercard conversion rate used to convert Your refund to Hong Kong dollars for Your Card is the rate that We pay to Mastercard minus Our overseas transaction fee for the refund (for further details on this please see section on “Fees” below). Further, the rate that We pay to Mastercard may not be the same rate as that of the date the transaction was refunded. For these reasons, the amount that is credited to Your Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to Your Card for that transaction.

Customers may sometimes be offered the option to settle foreign currency transactions in the currency denomination of the merchant at the sales overseas. Such option is a direct arrangement offered by the overseas merchants and not by Us. In such cases, You are reminded to ask the merchant for the currency exchange rates and the percentage of handling fees to be applied before the transaction is entered because settling foreign currency transactions in this way may involve a cost higher than the overseas transaction fees.

#### D. Loading the Card

There are several methods to load the Card and please be aware of the different fees associate with different loading channels. The Card can be loaded via the channels provided by co-branded partner<sup>1</sup>, and the monies will only be loaded onto the Card once the funds have been cleared. Please note that this may take up to several Business Days depending on different loading methods. We reserve the right to alter or provide more top up facilities over time, and We reserve the right to suspend or terminate Your right to top up Your Card at any time without notice.

<sup>1</sup> A co-branded partner is any distributor contracted with Us to issue Card for its clients.

#### **CARDHOLDER DETAILS**

You are required to inform Us if You change Your name, address, telephone number, mobile number or e-mail address within 14 days after the change, and You may be liable for any unauthorized transactions caused by Your failure to keep Your details accurate and up to date. You shall be responsible if such an incident occurs and We are not liable for any consequences or losses arising from such event. We will send information to the latest updated registered address or contact We have of You.

**FEES**

For details of the fees associated with Your Card, please refer to the fee table of Your Card program. Different fees will be applied to different Card programs. Fees will be deducted from Your Card Account Balance. If the Balance on Your Card is negative due to fees or merchant posting, You shall remain fully responsible for the amount that exceeds the Balance available on Your Card. You agree that We may automatically deduct (offset) the amount of any such negative balance from current or future transfers of funds to Your Card Account. If You use the Card and account in a currency other than the currency in which they are denominated, the currency conversion rate used to convert the transaction amount to be deducted from Your Balance will be the rate set by Mastercard on the date the transaction is processed, which rate may be applied without notice to You. Please refer to the Mastercard website for more information.

**“VALID THRU” DATE**

Please note that the Card has a “valid thru” date imprinted on the face of the Card, which is the date after which You may not use that Card for any purpose. If You attempt to use Your Card after the “valid thru” date, the transactions may not be processed because the Balance remaining on the Card will not be available for any such transactions after the “valid thru” date. However, You will be able to retrieve / redeem the Balance after that date. Therefore, We recommend that You make use of the funds in that Card before the “valid thru” date; or to contact Us a month prior to the “valid thru” date (i) to make a request for a redemption of the Balance, or (ii) so that We can re-issue a new replacement Card to You as soon as practicably possible at Your convenience. Cardholders may contact Our Customer Support Team at (852) 2620-6800 to request for a replacement.

**CANCELLATION OR TERMINATION OF YOUR CARD**

You may terminate/cancel Your Card and Card Account at any time online at the relevant website(s) and/or mobile app(s) notified to You upon or after Our acceptance of Your application for the Card or by calling Us at (852) 2620-6800. Termination/cancellation of Your Card requested by You gives You a right to a refund once the request is accepted by Us. We will cancel the Card after receiving Your request, and reimburse the amount of available Balance to You once all fees have been deducted (including the redemption fee). In normal circumstances, We expect to reimburse the Balance to You by cheque no later than 10 Business Days after We have received the termination/cancellation request. However, You should note that the processing time for reimbursement may take longer than 10 Business Days by reason

of matters beyond Our control. Redemption fee for termination/cancellation of Your Card is set out in the existing Fee Table. We reserve the right to amend the existing Fee Table for any reasons.

We shall have the right to suspend or terminate Your Card and/or Your Card Account at any time at Our discretion without prior notice and without assigning any reason. Without prejudice to the generality of the foregoing, we shall be entitled to terminate Your Card or Your Card Account immediately without notice if You shall commit any breach of or omit to observe any obligation under these Terms, which in Our opinion, amounts to a material default on Your part or if we suspect any actual or potential fraud or illegal activity through Your Card and/or Your Card Account.

If Your Card has a zero or negative Balance, We may, without prejudice to the generality of the foregoing, suspend Your Card and/or Your Card Account without notice. Furthermore, if We have no record of Card activity for a certain period, the Balance on Your Card may be treated as unclaimed property. You can claim the remaining Balance on Your card but We reserve the right to charge You a fee based on the amount of the remaining Balance and refund the rest back to You.

#### **PROTECTION AGAINST LOSS, THEFT, OR UNAUTHORIZED USE**

You agree to protect Your Card against loss, theft or unauthorized use by taking all reasonable precautions. If Your Card has been lost or stolen or if You have reasons to believe that someone has made an unauthorized transaction with Your Card or may attempt to use Your Card without Your permission, You agree to notify Us IMMEDIATELY by calling (852) 2620-6800. You will be liable to the losses up to the amount of Your Balance (in any equivalent currency denomination) as at the time of the loss or theft of Your Card arising from any unauthorized transactions that take place prior to You notifying Us of the suspicious activity. You will not be held liable for any losses once You have notified Us of loss or theft unless We reasonably determine that You have acted with negligence. You will be asked to provide Us with Your name, the Card number, the expiration date, and the original Card value and transaction history. We cannot re-issue a Card if You do not have Your Card number. If Our records show that a Balance still remains on the Card, We will cancel the Card and make such Balance amounts available to You on a re-issued Card. If You subsequently retrieve the reported lost card, please destroy the lost card immediately by cutting it in half or send the card back to Us. We recommend that You check the Balance on Your Card Account and Your transaction history regularly online on Our Website. The Card may be deactivated at any time if fraud is suspected. You agree, to the extent permitted by

law, to cooperate completely with Us in Our attempts to recover from unauthorized users and to assist in their prosecution.

### **PURCHASE DISPUTES AND REFUNDS**

If there is any dispute regarding purchases You make using the Card, You agree to settle such disputes with the merchant with whom the purchase was made. We are not responsible for any problems that You may have with any goods or services that You purchase with Your Card, whether with regard to quality, safety, legality, or any other aspect of Your purchase. If You are entitled to a refund for any reason for goods or services obtained with the Card, You agree to accept credits to the Balance on Your Card in place of cash or bank deposit.

### **CHARGEBACKS**

You acknowledge that You may have dispute rights pursuant to card association and network rules or otherwise, and We have the right (but not the obligation) to pass any applicable chargebacks to You. If You wish to request for a chargeback, You shall provide the relevant proof and information within the time stipulated by Mastercard. Mastercard also has its own chargeback procedure against any illegal activities and money laundering. Both Mastercard and We have the rights and authority to charge You a reasonable handling fee during the investigation and chargeback process. Please note, Mastercard will only charge the Cardholder through issuer of the Card.

You have rights under law or contract to withhold payments. You have chargeback rights if (i) You question, make a claim or complaint about the amount that You agreed to pay when using the Card to purchase goods or services; (ii) You deny making or authorizing the amount that You agreed to pay when using the Card to purchase goods or services; (iii) You believe that the payment transactions is invalid, involves misconduct or fraud (such as fraudulent use of a payment instrument), or otherwise violates any applicable law or these Terms; or (iv) as provided elsewhere in these Terms.

We will do everything possible to defend chargeback requests that We receive on Your behalf. However, specific time limits and rules shall apply to each chargeback and Mastercard internal chargeback procedure.



**OUR LIABILITY**

We cannot guarantee a merchant will accept Your Card, or that We will authorize any particular transaction. This may be because of a systems problem, something outside our reasonable control, or because We are concerned that Your Card is being misused. Accordingly, We shall not be liable in any event that a retailer refuses to accept Your Card, or if We do not authorize a transaction, or if We cancel or suspend the use of Your Card, to the extent permitted under these Terms and the relevant law. Unless otherwise required by applicable law, We shall not be liable for any direct or indirect loss or damage You may suffer as a result of Your total or partial use or inability to use Your Card, or the use of Your Card by any third party. We will also not be liable for any losses or expenses incurred by You arising from our compliance with legal and regulatory requirements and We will not be liable to You for (1) any loss of goodwill, reputation or opportunity, (2) any loss or corruption of data, (3) any loss of anticipated savings in connection with Your failure to use Your Card due to whatever cause, whether direct or indirect, and (4) any indirect or consequential loss. In the event that You do not use Your Card in accordance with these Terms or if We find that You are using the Card fraudulently, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You from using Your Card and to recover any monies owed as a result of Your activities.

**PERSONAL INFORMATION COLLECTION STATEMENT RELATING TO YOU (THIS "NOTICE") IN ACCORDANCE WITH THE PERSONAL DATA (PRIVACY) ORDINANCE (THE "ORDINANCE")**

The Ordinance governs the collection, holding, processing and use of Your personal data and other information that We may collect from You from time to time (the "Data"). The Data shall include transactional records arising from Your use of Your Card to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable Us to provide the services contemplated under these Terms and other related services to You. Further information is set out in Our Privacy Policy located at <https://www.unicard.hk/aboutus/Privacy-Policy.html> and this Notice is the basis upon which We collect, hold, process and use the Data.

Purpose: You agree that Your Data may be used for the following purposes of:

- (a) processing the application for the Card, including the issue of any new or replacement Card to You;
- (b) collecting money due from You;
- (c) verifying any information and records relating You;

- (d) management, operation and maintenance of the Card, including audit and exercising our rights and Your rights under these Terms;
- (e) designing new or improving existing services provided by Us;
- (f) communication between You and Us;
- (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (h) prevention or detection of crime; and
- (i) disclosure as required by law, rules, regulations, codes or guidelines

Transfer: Data will be kept confidential by Us, but You agree that for the purpose(s) set out above, We may transfer or disclose such Data to the following parties: (i) any agent, contractor or third party service provider who provides administrative, telecommunications, electronic fund transfer service, computer, payment debt collection, settlement or clearing or other services to Us in connection with the operation of Our business; (ii) any branch, subsidiary, holding company, associated company or affiliate of Us; (iii) any counterparty to a cheque which We may issue or receive in connection with Your Card or Card Account; (iv) credit reference agencies, and, in the event of default, to debt collection agencies; (v) any party giving or proposing to give a guarantee or third party security to guarantee or secure Your obligations; and (vi) any actual or proposed assignee of Us or participants or sub-participant or transferee of Our rights in respect of You as Our customer.

Access: You have the right to:

- (a) check whether We hold Data and to have access to that Data;
- (b) require us to correct any Data which is inaccurate; and
- (c) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by Us.

Please also note that where you have given your consent and have not subsequently opted out, Your name, contact details, products and services, transaction pattern and behavior, financial background and demographic data held by Us from time to time may be used by Us in direct marketing.

We reserve the right to charge You a reasonable fee for complying with any request for access to Your Data.

Any Data access request should be made in writing to:

UniCard Customer Support

UniCard Solution Limited

Room 507, Greenfield Tower, Concordia Plaza, No. 1 Science Museum Road,  
Tsim Sha Tsui East, Kowloon, Hong Kong.

Email: cs@unicard.hk

Nothing in this Notice shall limit Your rights under the Ordinance.

## **OTHER TERMS**

### **A. Assignment**

These Terms and Conditions are personal to You and You may not assign or otherwise transfer Your rights and obligations under them. We may assign, transfer or subcontract Our rights and obligations under these Terms to another company at any time on giving You at least two (2) months' prior notice of this. If We do this, Your rights will not be affected.

### **B. Communication**

If You have an enquiry relating to Your Card, You can use the "Contact Us" section on Our Website. We will deal with Your enquiry promptly. If You do not wish to enquire in this way, You can alternatively call Our customer service hotline at (852) 2620-6800. The customer services hotline is a chargeable service. Any notifications and communications relating to Your Card should be made in the same way unless specified otherwise in these Terms. You will require a valid email address and access to the internet in order to communicate with Us through Our Website.

### **C. Complaints**

If You are unhappy in any way with Your Card or the way it is managed or have any other complaints in connection with Your Card, please tell Us first by e-mailing support@unicard.hk or call Us at (852) 2620-6800. We will endeavor to deal with any complaints You may have quickly and fairly and will notify You of the outcome of Our investigation. If You are not satisfied with the outcome, You may take the complaint to the Hong Kong Monetary Authority.

### **D. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Hong Kong. Where any dispute, controversy or claim arising out of or relating to these Terms is within the Terms of Reference of the Financial Dispute Resolution Centre (the

“FDRC”), You may elect to resolve such dispute, controversy or claim by mediation and/or arbitration arranged or administered by the FDRC in accordance with the FDRC’s Mediation and Arbitration Rules in force at the time when (in the case of mediation) Your application for mediation is accepted by the FDRC or when (in the case of arbitration) the Notice of Arbitration is submitted in accordance with the FDRC’s Mediation and Arbitration Rules.

Subject to the above, both You and Us irrevocably submit to the non-exclusive jurisdiction of the courts in Hong Kong.

#### E. Severability

If any provision of these Terms is held by any court or by other competent authority to be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the affected provision.

#### F. Telephone Calls and Collection

You understand and agree that, subject to applicable law, if You are in default under these Terms or if You have a negative balance, We or any agent of Ours may make collection calls to Your home or cell phone and We may use prerecorded messages with respect to such calls. We or Our agents may monitor and/or record Your phone calls, including any messages that may be left on an answering machine.

#### G. Rights of Third Parties

These Terms shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of these Terms of which confers or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including, but not limited to, the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) in connection with these Terms is hereby expressly excluded.

### **CHANGE OF TERMS**

Subject to the applicable laws, We may at any time change or remove any of the terms and conditions of, or add new terms or conditions to, these Terms. We will post such changes on Our Website at <https://www.unicard.hk/>. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all transactions made using the Card after such effective date.

Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with applicable law. We may, in Our sole discretion, cancel or suspend these Terms or any features or services of the Card at any time, with or without cause, and without prior notice to You.

Changes to the spending limits of Your Card that are necessary in order for us to comply with legal requirements are not considered to be changes of these Terms and therefore do not require prior notice to be given. You can always check Your spending limits by logging into Your UniCard Account.

### **ENTIRE TERMS**

These Terms set forth the entire understanding and agreement between You and Us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

Section headings in these Terms are for convenience of reference only, and shall not govern the interpretation of any provision of these Terms.

Effective from: 01/08/2019