



## Terms and Conditions for Access of the Website and Use of the Mobile App

### 1. Legal Notice

- a. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING ANY OF THE SERVICES, ACCESSING THE WEBSITE AND USING THE MOBILE APP.
- b. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND UNITED ASIA FINANCE LIMITED ESTABLISHING THE TERMS AND CONDITIONS ON WHICH THE WEBSITE AND MOBILE APP MAY BE USED. BY USING THE SERVICES, ACCESSING THE WEBSITE AND USING THE MOBILE APP OR ANY PART THEREOF, YOU WILL BE DEEMED TO HAVE AGREED TO THE TERMS AND CONDITIONS SET OUT HEREIN.
- c. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SERVICES, ACCESS THE WEBSITE OR USE THE MOBILE APP OR ANY PART THEREOF.
- d. YOU WILL BE DEEMED TO HAVE AGREED TO THE REVISED TERMS AND CONDITIONS IF YOU CONTINUE TO USE THE SERVICES, ACCESS THE WEBSITE AND USE THE MOBILE APP FOLLOWING ANY CHANGE TO THESE TERMS AND CONDITIONS.

### 2. Definition

- a. "Company" means the United Asia Finance Limited.
- b. "Services" means accessing the Website or using the Mobile App and using the services provided by the Company through the Website and/or the Mobile App.
- c. "Website" means the website of and operated by/for the Company, including [www.uaf.com.hk](http://www.uaf.com.hk) and/or [www.thesim.com](http://www.thesim.com) (including desktop and mobile version) and/or such other website as the Company may from time to time operate and maintain.
- d. "Mobile App" means the mobile application known as "YES UA" and/or "sim Credit Card" including the iOS and Google Play versions and such other mobile applications and/or versions thereof as the Company may from time to time launch, operate and maintain.
- e. "Terms and Conditions" means the Terms and Conditions herein and the Company's Privacy Policy and Personal Information Collection Statement and Notice to Customers and Other Individuals Relating to the Personal Data (Privacy Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data (the "Code").
- f. "User" or "Users" means the visitor(s) to the Website and users of the Mobile App through the use of electronic devices including but not limited to computer and mobile phone ("Electronic Devices"); including borrowers who enter into or confirm the entering into of the loan agreement and/or users of credit cards issued by the Company who enter into a cardholder agreement with the Company via the Website or the Mobile App.

### 3. Availability of Products and Services

- a. The Website and the Mobile App provides one-stop loan and/or credit card services, as well as the latest property value and/or marketing promotion information, helping Users manage account(s). Users can search for "UA Finance" and/or "sim Credit Card" for free download of the Mobile App in the online application stores (Google Play and App Store). If there is any suspicious application, please do not download or login and stop operation of the same immediately.
- b. The Services are made available only in jurisdictions where and when they may be lawfully offered by the Company under the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong), and/or by Mastercard Incorporated and/or their respective subsidiaries, holding companies, associated companies, affiliates or branches, and the materials on the Website and the Mobile App are not intended for use by persons located or resident out of the jurisdiction of Hong Kong. Persons accessing the Website and the Mobile App are required to familiarize themselves with and observe all relevant legislations and restrictions.
- c. The Services are available at the discretion of the Company subject to the individual terms and conditions on which they are offered, and the Services may be withdrawn or amended at any time without notice.
- d. The entering into of any loan agreement and/or cardholder agreement with the Company by any Users through the Website and/or the Mobile App shall conclusively be deemed to have taken place within Hong Kong. Eligibility of any person for particular Services is subject to the final determination of the Company.

### 4. Trademarks and Copyright

- a. Copyrights of all contents of the Website and/or the Mobile App including but not limited to the text, graphics, links and sounds belong to the Company. Such contents may not be modified, reproduced, stored in any retrievable manner, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for whatever purposes in any way without the prior written consent of the Company.
- b. The contents and information contained within the Website and/or the Mobile App or delivered to Users in connection with the use of the Website and/or the Mobile App is the property of the Company and any other third party (where applicable). The trademark, trade names and logos (the "Trademarks") that are used and displayed in the Website and/or the Mobile App include registered and unregistered Trademarks of the Company and other third parties. Nothing in the Website and/or

the Mobile App should be construed as granting any licence or right to use any Trade Marks displayed therein. The Company retains all proprietary rights on the Website and/or the Mobile App.

- c. In relation to any information or materials which Users submit to the Company using the Website and/or the Mobile App, Users hereby grant to the Company a royalty-free perpetual licence of the copyright and intellectual property rights in such information or materials for any purpose it deems and implies including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by applicable law.
- d. Users agree that the Company shall not be under any obligation of confidentiality to them regarding any such information or materials submitted to it using the Website and/or the Mobile App unless agreed otherwise in a separate direct contract between Users and the Company or required by law.

#### **5. Warning as to security**

- a. Avoid visiting the Website or using the Mobile App via wireless networks (i.e. Wi-Fi) which are provided in the public area or without password setting. Please use configured and reliable internet connections especially for financial transactions.
- b. Disable any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC) or Payment Apps when not in use. Choose encrypted networks when using Wi-Fi and remove any unnecessary Wi-Fi connection settings.
- c. Please do not connect Electronic Devices to any suspicious computer infected by virus; at the same time, it is recommended to install anti-virus software and setup the firewall in Electronic Devices. Do not use the Mobile App via any jailbroken iPhone or rooted Android mobile or any device the firmware of which has been edited unofficially to avoid any potential security loophole. Users may download security application or software as appropriate. The Company reserves the right to refuse access to the Website and to the Mobile App via Electronic Device that is jailbroken, rooted, or the firmware of which has been edited unofficially.
- d. Users are advised to activate the screen auto-lock function of their Electronic Devices. Do not use easy-to-guess personal information, numbers or words as password and avoid using the same password that Users have used or accessed other web services. Do not share username or password to or allow access or use of username and password by others. Never leave Electronic Devices unattended. The browser and the Mobile App should be closed after use. For safety purpose, some functions in the Website and/or Mobile App may be disabled or the account is logged-out after the Website and/or the Mobile App remains idle for 15 minutes.
- e. If it is suspected that username or password has been disclosed to another person, is stolen or an unauthorized transaction has been conducted, Users are responsible for informing the Company and any relevant parties immediately, failing which the Users shall still be held liable for all transactions.
- f. Please download and install updates and patches for the Mobile App and the other mobile applications, operation systems and browsers regularly.
- g. The Company endeavours to ensure the security of User's data and documents transmitted via the Website and the Mobile App by the use of encryption technology. To protect privacy and assets, Users should not disclose account number, user name and password to anyone and should avoid sharing the use of the Electronic Devices. Moreover, Users are reminded not to access the Website or the Mobile App through hyperlinks embedded in emails. The Company will never ask Users for account number, password or any personal information via emails.
- h. Use of the Website and the Mobile App may carry risks, including any loss or damage caused to User's data or Electronic Devices (including its settings), interception, interruption or corruption in the transmission of instruction or messages, and unauthorized use of password due to the auto-password-saving feature of certain Electronic Devices. The Company is not responsible for any such risks.

#### **6. Use and Disclosure of Personal Information**

- a. Unless restricted by applicable law, Users agree that any and all personal information/data relating to the Users collected by the Company through the Website and/or the Mobile App from time to time may be used and disclosed for such purposes and to such persons as may be in accordance with the Company's Privacy Policy and Personal Information Collection Statement and Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data (the "Code") (copy is available on <https://www.uaf.com.hk/en/privacy-policy> and/or <http://www.thesim.com/en/privacy-policy>).
- b. Users' visit to the Website and/or use of the Mobile App may be recorded for analysis on the number of visitors to the Website and general usage patterns. Some of this information will be gathered through the use of "Cookies".
- c. Cookies are small pieces of data transmitted from a web server to a web browser. Cookie data is stored on a local hard drive such that the web server can later retrieve the cookie data from a web browser while no personally identifiable information about Users is collected. This is useful for allowing the Website and the Mobile App to maintain information about the use of the Website and the Mobile App, thus enabling the Company to provide more useful features to Users, to tailor the contents of the Website and the Mobile App to suit Users' interests and, where applicable, provide Users with promotional materials or direct marketing based on Users' usage patterns. Cookies are also useful in monitoring the effectiveness of the Website and the Mobile App, tracking aggregate metrics such as total number of visitors, traffic and demographic patterns, fixing problems with the website, enhancing security and possibly restricting access to the website for security concerns. The Company will be able to access the information stored on the cookies and record how Users use the Website and the Mobile App.
- d. Cookies are designed to be read only by the website that provides them. Cookies cannot be used to obtain data from a User's hard drive or his/her e-mail address), or gather a User's sensitive information.

- e. The Company also work with third parties to research certain usage and activities on the Website and the Mobile App, such third parties include Google, Yahoo, Facebook and DoubleClick. They use technologies such as cookies, spotlight monitoring and web beacons to collect information for this research. They use the information collected through such technologies (i) to find out more about Users of the Website and/or the Mobile App, including User demographics and behaviour and usage patterns; (ii) for more accurate reporting; and (iii) to improve the effectiveness of the Company's marketing. They process the information collected and then share it with the Company. No personally identifiable information about Users is collected by Google, Yahoo, Facebook and DoubleClick or shared with the Company as a result of this research.
- f. Most browsers are initially set to accept cookies. If Users prefer, Users can set their browser to disable cookies or to inform them when they are set. If Users disable cookies from their web browsers, Users may not be able to enjoy all the features of the Website and/or the Mobile App or access the Company's Internet financial products and services. If Users accept cookies, Users will be acknowledging that their information is being collected, stored, accessed and used as outlined above.
- g. Users can find out more about the use and collection of cookies and the opt-out procedures thereof by visiting the following websites:  
<https://policies.google.com/technologies/cookies?hl=en-US> for Google;  
<http://privacy.yahoo.com/privacy/us/pixels/details.html> for Yahoo;  
[https://www.facebook.com/legal/FB\\_Work\\_Cookies](https://www.facebook.com/legal/FB_Work_Cookies) for Facebook;  
[doubleclick.net](http://doubleclick.net) for DoubleClick.
- h. If there is an SD card or other storage device available in Users' Electronic Devices, the Company may access such storage device for storing and retrieving encrypted application data so as to enable the operation of the Website and/or the Mobile App. Users who do not allow the Company to use the information in the above manner may at any time change the setting of the Electronic Devices or uninstall the Mobile App. In such event, the User will not be able to use the Website and/or the Mobile App.

#### **7. Hyperlinks to OTHER Websites**

- a. There may be cases where the Company provides hyperlinks to other locations or websites through the Website and/or the Mobile App. These hyperlinks lead to websites published or operated by third parties who are not affiliated with or in any way related to the Company. They have been included in the Website and/or the Mobile App to enhance User's experience and are made available for information purposes only. The Company endeavor to select reputable websites and sources of information for User's convenience.
- b. By providing hyperlinks, the Company shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the services/products they provide on their websites, or to have any form of cooperation with such third parties and websites.
- c. The Company shall not in any way be held responsible for the contents of the hyperlinks. Users use these hyperlinks at User's own risk and the Company shall not be held responsible for any damages or losses incurred or suffered by Users arising out of or in connection with the use of the hyperlink. The Company is not a party to any contractual arrangements entered into between Users and the provider of the external website. The Company does not investigate, verify, monitor or endorse the contents, accuracy, opinions expressed and other links provided by these resources.
- d. Any hyperlinks to websites that contain downloadable software are provided for User's convenience only. The Company is not responsible for any difficulties Users may encounter in downloading the software or for any consequences from doing so. The use of any software downloaded from the Internet may be governed by a licence agreement and User's failure to observe the terms of such licence agreement may result in an infringement of intellectual property rights of the relevant software provider which the Company is not in any way responsible.
- e. When Users click on a hyperlink and leave the Website and/or the Mobile App, Users shall be subject to the terms of use and privacy policies of the other website that Users are going to visit.
- f. The Company may provide hyperlinks in the Website and/or the Mobile App to the websites of the same group of companies for Users' convenience. The terms and conditions governing the use of these linked websites may differ and Users should consult and carefully read the applicable terms and conditions before using these linked websites.

#### **8. Hyperlinks from External Websites to the Website**

- a. Users must always obtain the prior written approval of the Company before creating a hyperlink of the Website in any form from a third party website to this Website. The Company may or may not give such approval at its absolute discretion. In normal circumstances, the Company may only approve a hyperlink which displays plainly the Company's name or the address of the Website. Any use or display of our logos, trade names and trademarks as a hyperlink will not be approved unless in very exceptional circumstances and may be subject to a fee as the Company may determine at its absolute discretion.
- b. The Company shall not be responsible for the setting up of any hyperlink of the Website from a third party website. Any hyperlink so set up shall not constitute any form of co-operation with, or endorsement by, the Company of such third party website. Any hyperlink to the Website shall always be an active and direct hyperlink to the Website and shall be made directly to the home or front page of the Website only and that no "framing" or "deep-linking" of the Website or its contents is allowed.

- c. The Company is not liable for any loss or damage incurred or suffered by Users or any third party arising out of or in connection with such hyperlink. The Company reserves the right to rescind any approval granted and/or to require the removal of any such link at its sole discretion at any time without any notice or compensation.

## **9. No Warranties**

- a. While every care has been taken in preparing the information and materials contained in the Website and the Mobile App, such information and materials are provided to Users on an "as is" basis without warranty of any kind (including without limitation, merchantability, title, fitness for particular purpose, freedom from computer virus, non-infringement of third party rights, compatibility, security, accuracy and completeness) either express or implied and are subject to change and may be withdrawn at any time without prior notice.
- b. Information and materials contained in the Website and the Mobile App may be provided by or taken from third party source which the Company believes to be reliable. The Company has not verified and does not warrant or represent that such information and materials are accurate, complete or fair. Economic, statistical, financial and valuation data are presented in approximate, summary or simplified form and may be subject to change over time without notice.
- c. Users should be aware that any information regarding rates, indexes, value and property value available through the Website and the Mobile App is on a delayed basis. The Company will endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.
- d. No information or materials contained in the Website or the Mobile App should be regarded as an offer or solicitation to sell, subscribe, or provide any recommendation or advice to any person. The information or materials is not intended to be relied upon as the basis for any decision to be made by Users. Users should consult their own professional adviser before making any financial decision or using the Services.

## **10. Limitation of Liability and disclaimer**

- a. To the fullest extent permitted by law :-
  - i. the Company excludes liability for any direct, indirect, consequential, special or incidental damage, loss or expense, whether caused by negligence or otherwise, which has arisen directly or indirectly from the use of or reliance on any information or material contained in any site owned and/or operated by any third party (including but not limited to the web page for property valuation) who are not affiliated with or in any way related to the Company accessed using a reference from the Website and/or Mobile App or by hyperlink, bookmark recommendation or otherwise, in all the above cases whether or not the Company has been notified of the possibility of such damage, loss or expense. The Company's inclusion of hyperlinks does not imply any endorsement of any information or material on linked sites.
  - ii. the Company disclaims liability for any error, omissions or inaccuracies in the information and materials contained in the Website, the Mobile App and the hyperlink and for any loss or damages, resulting from its use or reliance, or inability to use, by any party or in connection with any error, interruption, delay in operation or incomplete transmission, absence or failure of encryption during transmission (including data download or upload), non-receipt or part-receipt of transmission, transmission blackout, delay in transmission, line or system failure or computer virus, and the Company is not responsible in any manner for direct, indirect, special, incidental or consequential damages arising thereof.
  - iii. the Company neither assumes nor accepts liability for any loss or damage (including special, incidental or consequential loss or damage) (whether direct or indirect) including but not limited to, any defect, error, imperfection, fault, mistake, unavailability or inaccuracy of the Website and the Mobile App, their contents or associates services howsoever caused resulting from any viruses, Trojan horses, worms, software bombs or similar items or processes arising from using the Website and/or downloading or installing the Mobile App, in each case where such event arose out of circumstances beyond the Company's reasonable control.
  - iv. the Company will under no circumstances be liable for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, virus, malicious code, corruption, delay in operation or transmission, non-receipt or part-receipt of transmission, transmission error or connection with User's accessing to the Website or using the Mobile App even if the Company had been advised as to the possibility.
- b. The use of the Services is entirely at User's own risk. The Company does not represent or warrant that no viruses or other destructive properties will be transmitted or that no damage will occur to User's Electronic Devices. Users are solely responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for viruses or other destructive properties and to prevent, safeguard and ensure that no virus enters Users' Electronic Devices. The Company makes no representations or warranties concerning the accuracy, functionality or performance of any third party software that may be used in connection with or as a result of using the Services.
- c. The use of the Services will be accompanied with the use of SMS and/or push notification and/or email (if applicable). The Services, SMS and/or push notification and/or email will involve consumption of internet data for which Users shall be solely responsible for any charge including all cross-network, roaming and/or data roaming charges. Continued use of GPS running in the background can dramatically decrease battery life.

## **11. Indemnity**

Users hereby agree to indemnify and to keep the Company fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by the Company arising from or which is directly or indirectly related to:

- a. Users' access to and/or use of the Website and/or the Mobile App and/or any other person or entity's use of the Services or the Website and/or the Mobile App where such person or entity is/are able to access the Services or Website and/or the Mobile App using the Users' username and/or password; or
- b. any breach or non-observance of any of these Terms and Conditions by Users or by any other person or entity where such person or entity is/are able to access the Services or Website and/or the Mobile App using the Users' username and/or password.

## **12. Modification**

The Company reserves its rights in its discretion to change without prior warning or notice any information or material contained in the Website and/or the Mobile App and the terms and conditions under which the Website and/or the Mobile App is/are used.

## **13. Termination**

The Company may terminate Users' access to the Website and/or the Mobile App at any time, with or without cause or notice.

## **14. Language**

The Chinese version of these Terms and Conditions is for reference only. If there is any conflict or inconsistency between the Chinese and the English version, the latter shall prevail.

## **15. Others**

- a. Users acknowledge that the Terms and Conditions herein shall not limit any specific provisions set out in the individual terms and conditions of any particular products and services offered on or through the Website and/or the Mobile App.
- b. The Terms and Conditions herein are in addition to the terms contained in the loan agreement and/or cardholder agreement between the Company and the Users.

## **16. Jurisdiction and Choice of Law**

- a. The Company operates and maintains the Services in Hong Kong. The Services provided through the Website and the Mobile App and all contracts entered thereunder are, and shall conclusively be deemed to be, provided and entered into within Hong Kong, even though the Website and the Mobile App may be accessed out of Hong Kong. The operation of the Website and the Mobile App by the Company is and is deemed to be an operation taking place in Hong Kong and will be governed by the laws of Hong Kong.
- b. The Company makes no representation that the information and material contained in the Website and the Mobile App are appropriate or permitted for use in jurisdiction outside Hong Kong. These Terms and Conditions are governed by the laws of Hong Kong and Users agree that any dispute shall be subject to the non-exclusive jurisdiction of the Courts of Hong Kong.

## **17. Beware of Fake Staff Promoting Loan and/or Credit Card Products**

- a. Users should beware when they receive calls from persons holding out as staff and purportedly promoting services and/or products of the Company. It is the Company's policy that:-
  - i. all the staff of the Company have received professional training on customer services and product knowledge, with a view to serving customers and potential customers courteously and sincerely;
  - ii. all the staff of the Company would never request customers or potential customers to make deposits into any account of an individual or a company when assisting our customers in an application for loan and/or credit card services;
  - iii. in case potential customers are not eligible to the loan and/or credit card services of the Company, the Company will never refer the customers to other company(ies) without the customers' consent;
  - iv. the Company never provides loan and/or credit card services via any subsidiary(ies) or associate company(ies). The Company reserves the right to take legal action against all persons who falsely identify themselves to be staff of the Company, its subsidiary(ies) or associate company(ies);
  - v. all promotion calls are directly made by the Company's Customer Service Officers, Sales Representatives of its Branch or Direct Sales Department or through Authorized Dealers (collectively "Sales Representatives"), which display the callers' telephone numbers;
  - vi. all Sales Representatives should have his/her own staff number. They are willing to disclose their staff numbers, branch name, department name or authorized dealer's name and their contact numbers upon request.
- b. If customers or potential customers receive any suspected counterfeit calls or have any suspicion, please contact the Company's Customer Services Hotline at (852) 2681 8888 for loan services or (852) 2722 1111 for credit card services.

If there is any inconsistency or conflict between the English version of this terms and conditions and the Chinese version, the English version shall prevail.

Effective date: 1 December, 2022