sim

TERMS AND CONDITIONS FOR ELECTRONIC STRAIGHT-THROUGH PROCEDURES

1. LEGAL NOTICE

- a. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE GOING THROUGH THE ELECTRONIC STRAIGHT-THROUGH PROCEDURES.
- b. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND UNITED ASIA FINANCE LIMITED ESTABLISHING THE TERMS AND CONDITIONS ON WHICH ELECTRONIC STRAIGHT-THROUGH PROCEDURES MAY BE USED. THE TERMS AND CONDITIONS HEREIN AND THE AMENDMENTS THEREOF FROM TIME TO TIME SHALL BE POPPED-UP ON THE SCREEN EVERYTIME BEFORE YOU START USING THE SERVICES, AMPLE OPPORTUNITIES HAVE BEEN GIVEN TO YOU TO READ AND CONSIDER. BY GOING THROUGH THE ELECTRONIC STRAIGHT-THROUGH PROCEDURES 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 PROCEED WITH THE ELECTRONIC STRAIGHT-THROUGH PROCEDURES OR ANY PART THEREOF.

2. DEFINITIONS

"Company"	means the United Asia Finance Limited.
"Services"	means services provided by the Company from time to time through various means, including but not limited to advancement and drawdown of loans and the making of an application for such loans and/or services rendered in relation to credit cards and the making of an application for such credit cards.
"Terms and Conditions"	means the Terms and Conditions herein and the Company's Privacy Policy and Personal Information Collection Statement.
"User" or "Users"	means the User(s) of the Services who goes through the process of ESTP.
"ESTP"	is the abbreviation of "Electronic Straight-Through procedure(s)" which includes the use of Mobile App, the Company's Website and other electronic means or procedures as the Company may from time to time provide or approve as a means to perform the following functions or any of them, namely (1) EIA; (2) e-Submission; (3) loan application; (4) application of Electronic Signatures to Loan Agreement; (5) credit cards application; (6) application for instalment plans, balance transfers (cash advance) and any other services in connection with credit cards ; and/or (7) provisions of live-chat with customer service officers of the Company.
"EIA"	is the abbreviation of "Electronic Identity Authentication" which refers to the recognition, verification and authentication of Users' identities through electronic means (including the use of Mobile App, Electronic Device(s) and/or TransUnion IDVision®) provided by the Company or its Contractors.
"Mobile App"	means the mobile application for the time being called "YES UA" and/or "sim Credit Card" provided by the Company and available for download by Users from time to time with the function of ESTP or part thereof.
"Company's Website"	means www.uaf.com.hk and/or www.thesim.com.
"Electronic Device(s)"	means smart phones, tablet PCs, computers and such other electronic devices performing similar functions.
"Authentication"	refers to process of inspecting, identifying, recognizing, reviewing, testing, verifying and eventually establishing the true and genuine identity of a User; and "authenticate" shall be construed accordingly.
"Biometric-data"	includes but is not limited to facial impression of a User and data embedded in biometrically enabled identity and/or travel documents for the purpose of Authentication.
"e-Submission"	refers to the submission of any document by Users to the Company through ESTP.
"Contractor(s)"	means a contractor engaged by the Company to perform or help performing the EIA and

e-Submission, including but not limited to TransUnion Limited and Hong Kong Telecom Limited.

- "Electronic Signature(s)" means (1) the personal signature of a User (rather than in the conventional way of signing on a hard copy) on a writing-function-enabled screen of the ESTP or a graphic tablet or similar device that is to be superimposed on a document (or the signing clause thereof) intended to be signed and/or executed by the User; (2) and/or the clicking of the "I accept" or "I agree" or "Submit" or "Done" or "Confirm" button under the ESTP; and "sign electronically" shall be construed accordingly.
- "Loan Agreement" means the Loan Agreement entered into or to be entered into between the User and the Company.
- "Cardholder Agreement" means that Cardholder Agreement entered into or to be entered into between the User and the Company.
- "TransUnion IDVision®" means the solution provided by the Company's Contractor, namely, TransUnion Limited, for the purpose of EIA and/or Authentication. IDVision® is the trademark owned by TransUnion LLC or its group of companies.

3. GENERALLY

- a. By going through EIA and/or by using the ESTP, any instruction given or agreement entered into with the Company will be valid and binding on the User, whose identity is authenticated without the Company making any further enquiry as to the authority or identity of the User making or purporting to give such instructions or to enter into such agreement or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the authorization.
- b. The Company has the ultimate right (but not a duty) at any time to require a User to authenticate his/her identity in person notwithstanding that the User has authenticated the same by EIA.
- c. EIA, Mobile App and the Company's Website are provided as part of the Company's Services, and accordingly:
 - i. the Terms and Conditions herein are in addition to and shall be read in conjunction with the Loan Agreement and/or Cardholder Agreement as well as other terms and conditions of the use of the Company's other services;
 - ii. 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 by the Company; and
 - iii. in the event and to the extent of any inconsistency between the Terms and Conditions herein and the terms and conditions in the Loan Agreement and/or Cardholder Agreement and/or other terms and conditions of the use of the Company's other services in respect of the application of EIA and/or ESTP, the Terms and Conditions herein shall prevail to the extent that they relate to EIA and/or ESTP but the terms and conditions in the Loan Agreement and/or other terms and conditions of the use of the Company's other services shall prevail to the extent that they relate to EIA and/or ESTP but the terms and conditions in the Loan Agreement and/or Cardholder Agreement and/or other terms and conditions of the use of the Company's other services shall prevail in respect of other aspects relating to loans and/or credit cards and/or the use of other services that may be provided by the Company from time to time.
- d. 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) (if applicable) and/or MasterCard International Incorporated and/or their respective subsidiaries, holding companies, associated companies, affiliates or branches and 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.
- e. Eligibility of any person for particular Services is subject to the final determination of the Company.

4. AUTHENTICATION OF IDENTITIES AND USE OF ESTP

- a. Subject always to the right of the Company stated in Clause 3(b) above, the identities of the Users may instead be authenticated by going through EIA and/or the use of ESTP.
- b. Users shall comply with all requirements, instructions and specifications relating to EIA and/or ESTP (including without limitation any registration and activation procedures) as may be prescribed by the Company or its Contractor(s) at any time and from time to time in its sole and absolute discretion.
- c. User agrees and acknowledges that Biometric-data of the User shall be obtained through the use of EIA and/or ESTP. User should only provide Biometric-data of himself/herself but not any other person.
- d. User should not reveal, disclose and/or share his/her own Biometric-data to any other person to deceive the Company. User shall at no time allow or permit his/her Biometric-data to be used by any other person in using the Services of the Company, failing which the User shall be solely and fully responsible and liable for all losses and consequences arising therefrom and in connection therewith. User shall immediately notify the Company if the User has any knowledge or reason to suspect that there is any unauthorised use of his/her Biometric-data.
- e. The EIA and ESTP are provided on an "as is" and "as available" basis. The Company gives no warranty that EIA and/or ESTP will be available all the times or is error-free or free from any suspension interruption or malfunction. The Company shall have no liability in relation to any loss or damages incurred or suffered arising from any failure or inability by the User to use the EIA and ESTP. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, security or fitness for a particular purpose, is given in conjunction with the EIA and ESTP.

- f. The Company shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the EIA and/or ESTP or any part thereof without giving any reason therefor and the Company shall not be liable to Users for any loss or damage as a result thereof.
- g. The Company engages Contractor(s) to perform EIA or to help performing EIA and for this purpose, Users consent to the collection of his/her personal data by the Company and the Contractors and the use and transfer of such personal data between the Company and the Contractors as provided for in the "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" ("PICS"). The Company may engage such further or other Contractor(s) to perform EIA or similar procedures for and on behalf of the Company from time to time. The procedures and documents, information and data required for EIA may vary from time to time. Users acknowledge that if they are not willing to go through EIA or accept the Terms and Conditions herein, the Company may not be able to provide the Services or some of them or the provision of the Services may have to be delayed after going through further process(es) of identity authentication including but not limited to live-chat or conventional way(s) of authentication. The Company shall not be held liable for the loss and damages resulted from such delay.
- h. The Company and the Contractor(s) take various steps with a view to achieving identity authentication, such steps shall include but are not limited to :
 - i. Identity Document Authentication which involves inspecting and imaging of identity / travel documents (including biometrically enabled identity / travel documents containing contactless integrated circuits) and reading and assessing data in integrated circuits embedded in any of them;
 - ii. Optical Character Recognition of the document provided;
 - iii. Reading and assessing data in integrated circuits;
 - iv. Rapid multi-wavelength illumination including visible, ultraviolet and infrared scanning; and
 - v. Facial Recognition which interacts with Users to perform certain facial movements and with selfie captured and in particular, TransUnion IDVision® provides multi-layers of assurance of identity authenticity, namely:-
 - (a) Identity Document Authentication which involves document classification and security features detection;
 - (b) Optical Character Recognition of the document provided;
 - (c) Facial Recognition with interactive liveness detection requiring Users to perform certain facial movements and with selfie captured;
 - (d) Identity Verification via the database maintained by TransUnion Limited;
 - (e) Digital Verification which verifies Users' risk behaviour; and
 - (f) Identity Authentication by prompting questions to Users and using One-time Password.

i. Users agree to provide such document, information, data and/or Biometric-data to perform and enable the performance of EIA as may be required from time to time including but not limited to the following :-

- i. identification document(s) and information printed or data embedded in it;
- ii. facial images;
- iii. address(es) and/or email address(es);
- iv. phone number and/or mobile phone number;
- v. answers to various questions prompted by the system interface to verify or help verifying Users' identities.
- j. Once Users have gone through EIA, Users shall be granted a one-off licence to continue using the Services via ESTP.
 k. Once Users agree to go through EIA:
 - i. Users grant the Company a perpetual, irrevocable, licence-fee free, royalty-free, worldwide, non-exclusive, sublicensable right to use the document, information, data and/or Biometric-data provided by the Users in accordance with the Terms and Conditions herein;
 - ii. Users represent and warrant that Users are the sole creator of the Facial Image and/or Biometric-data and the sole owner of intellectual property in the document, information, data and/or Biometric-data and that the use by the Company, its licensees and assignees and the Contractor(s) in accordance with the Terms and Conditions herein will not infringe the rights (including intellectual property rights) of any third party.
- I. The Company or the Contractor(s) may send administrative messages including one-time password, notification of updated terms and conditions and other information via means of communications Users provided to the Company in connection with the use of EIA and/or ESTP.

5. E-SUBMISSION

- a. Subject always to the right of the Company to require the inspection and submission of any documents by conventional means, Users may make use of ESTP for the submission of any document(s) (including without limitation those in relation to application for loan and/or credit cards) to the Company electronically.
- b. User grants the Company a perpetual, irrevocable, licence-fee free, royalty-free, worldwide, non-exclusive, sub-licensable right to use the document, submitted by the Users in accordance with the Terms and Conditions herein and represents and warrants that he/she is the sole owner of intellectual property in the document so submitted. The use by the Company of the document submitted will not infringe the rights (including intellectual property rights) of any third party.
- c. Users are responsible to check and preview to ensure that all the documents are properly provided via ESTP before they are submitted. Errors and incomplete scanning of documents so submitted shall result in delay in processing, for which the Company shall not be held liable for any loss and damages as a result thereof.

6. LOAN AND/OR CREDIT CARD APPLICATION VIA ESTP

- a. The terms and conditions for credit card application by means of the Company's Website and Mobile App shall be equally applicable to loan and/or credit card application via ESTP. Users may click <u>here</u> for the terms and conditions.
- b. Subject to Clause 3(e) hereinabove, Users may sign a Loan Agreement and/or Cardholder Agreement electronically if his/her loan and/or credit card applications is/are approved by the Company.
- c. A Loan Agreement and/or Cardholder Agreement (if applicable) to which a User applies his/her Electronic Signature(s) personally shall conclusively be regarded as having been duly executed and is as good as the conventional way of signing on a hard copy of the Loan Agreement and/or Cardholder Agreement (as the case may be). Unless and until the contrary is proved, a User who goes through EIA and signs a Loan Agreement electronically by applying his/her Electronic Signature(s) shall be regarded as having signed it "personally" within the meaning of Section 18(1)(a) of the Money Lenders Ordinance.

7. LIVE-CHAT

- a. Users may request for and the Company may initiate live-chat between Users and the customer service officers of the Company.
- b. Users are reminded that the contents of the live-chat are to be recorded and kept by the Company for such period as the Company shall deem fit and necessary. Users shall pay attention to the presence of other people nearby who may be able to hear what Users say during the conversation.

8. USERS' REPRESENTATIONS AND WARRANTY

- a. Each User represents and warrants that :
 - i. only true, accurate, current and complete information about oneself will be provided by him/her;
 - ii. he/she does not have an identical twin sibling or relatives who look very alike;
 - iii. he/she is at or above the age of 18 years and is holder of a Hong Kong Identity Card issued in or after 2003 or a smart Hong Kong Identity Card issued in or after 2018;
 - iv. he/she has the capacity to accept and be bound by the Terms and Conditions herein;
 - v. he/she will protect and secure the Electronic Device that has used / registered to use the ESTP including setting safe device password, avoiding any other person to use his/her Electronic Device, avoiding using jailbreak / rooted Electronic Device to go through ESTP.
- b. Users must not :
 - i. use or create a false identity, impersonate any person or entity or falsely state or otherwise misrepresent his/her identity;
 - ii. disrupt or interfere with the operation of the EIA and ESTP or any infrastructure that the Company operates;
 - iii. breach or fail to comply with any instructions, requirements, procedures, policies or regulations of EIA and ESTP or prescribed by the Contractor(s); or
 - iv. attempt to do any of the foregoing, or allow or cause a third party to do or attempt to do any of the foregoing.
- c. Users acknowledge that biometric identity sensor module (including but not limited to camera and fingerprint sensor) on the Users' Electronic Devices are not provided by the Company but the manufacturers of the Electronic Devices. The use of such biometric identity sensor module is therefore subject to the terms and conditions prescribed by the manufacturers. By using and continuing to use ESTP, Users grant the Company an irrevocable, licence-fee free, non-exclusive, sub-licensable right to use the biometric identity sensor module on the Users' Electronic Devices and personal data obtained thereform in accordance with the terms and conditions herein and the PICS. The Company shall not be held liable for any loss arising from the use, misuse, unavailability, malfunction, error arising from or in connection with the use of such biometric identity sensor module.

9. TERMINATION OR SUSPENSION

- a. The Company may immediately terminate or refuse the future use of EIA and/or ESTP or any part thereof if the Company forms a reasonable belief that a User is in breach of the Terms and Conditions herein or threaten to breach any part of the Terms and Conditions herein, or if the User :
 - i. does not provide information required for EIA and/or ESTP;
 - ii. provides information that is false, inaccurate, misleading, incomplete or not current; or
 - iii. has engaged or is believed to have engaged in any fraudulent behaviour or misconduct.
- b. The Company may suspend or terminate the EIA or ESTP or access to it, at the Company's discretion, if the Company deems it necessary or prudent to do so :
 - i. in order to preserve the integrity and security of EIA and ESTP, the data collected therefrom, or any of the Company's equipment or systems;
 - ii. for legal reasons, including any change in the law;
 - iii. due to circumstances beyond the Company's or its Contractor(s)' reasonable control, including delay, interruption, disruption and breakdown of network connections or equipment, strikes, lock-outs, labour disputes, acts of God, acts of nature, acts of government or their agencies, fire, flood, storm, riots, power shortages or power failure, war, terrorist acts, sabotage; or
 - iv. in order to perform support or maintenance of any infrastructure, systems or software used by the Company and the Contractor(s).

- c. The Company may suspend or terminate the EIA and ESTP if the Company's contract with Contractor(s) is suspended or terminated.
- d. Except as expressly provided to the contrary herein and to the fullest extent permitted by applicable law, the Company will not be liable to Users for any loss, including special, indirect or consequential damages, or claim, arising directly or indirectly from :
 - i. errors or interruptions occurring in the course of using, or as part of, EIA and/or ESTP;
 - ii. corruptions to or loss of data in connection with the use of EIA and ESTP;
 - iii. any suspension or discontinuance of EIA and ESTP; or
 - iv. a breach of the Terms and Conditions herein.
- e. Users shall indemnify the Company and keep the Company fully indemnified against all liabilities, costs, losses, claims and expenses which the Company may incur as a result of Users' breach of any of the provisions herein.

10. PRIVACY

- a. Users agree to the Company's Personal Information Collection Statement under the PICS, a current version of which can be seen by clicking <u>here</u>. Users further agree to the following additional terms. The following terms shall be read in addition to and in conjunction with the PICS.
- b. For the avoidance of doubt, Users' "Personal Data" shall include but not limited to all the information and documents provided and submitted for the performance of EIA, and all the answers and responses to questions prompted to Users while going through EIA, as well as the result, analysis, and report rendered after the EIA, if any.
- c. Users agree that the Company can collect and retain Personal Data so that EIA may be performed (e.g. via TransUnion IDVision®) and ESTP may be used (e.g. via e-Submission). Without such Personal Data, the Company may not be able to provide some of the Services or the provision of the Services may have to be delayed after going through further process(es) of identity authentication including but not limited to live-chat or conventional way(s) of authentication. Users shall be asked to give a specific consent in respect of the use of TransUnion IDVision®.
- d. Notwithstanding any other agreement to the contrary, Users hereby consent for the Company to disclose her/her Personal Data to any of the Company's subsidiaries, branches, Contractor, agents, correspondents, agencies and representative offices which has a legitimate business purpose for obtaining such Personal Data and for the performance of the Terms and Conditions herein as well as for the provision of the Services.

11. SECURITY

The Company endeavours to ensure the security of User's data and documents transmitted via ESTP and in the process of EIA by the use of encryption technology. To protect privacy and assets, Users should not disclose and/or share account number, user name, password and Biometric-data to anyone. Moreover, Users are reminded not to access the Company's Website or Mobile App through hyperlinks embedded in emails. The Company will never ask Users for account number, password or any personal information via emails.

12. EXEMPTION

- 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 error in the use of or the unavailability for the use of EIA and/or ESTP.
 - ii. the Company disclaims liability for any error, omissions or inaccuracies in the information and materials contained in or transmitted through the use of EIA and/or ESTP 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 Biometric-data download or upload), non-receipt or part-receipt of transmission, transmission blackout, delay in transmission, line or system failure or computer virus, any act or omission by the Contractor and any relevant internet service provider, 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 EIA and/or ESTP howsoever caused resulting from any viruses, Trojan horses, worms, software bombs or similar items or processes arising from using the EIA and/or ESTP, 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 use of the EIA and/or ESTP, even if the Company had been advised as to the possibility.
- b. The use of the EIA and ESTP is entirely at User's own risk. 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 EIA and/or ESTP.
- c. The use of the EIA and ESTP may be accompanied with the use of SMS and/or email. SMS 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.

13. 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 EIA and ESTP;
- b. the Company taking any instructions and acting upon such instructions given by the Users through the use of the EIA and ESTP;
- c. the improper or unauthorized use of the EIA and ESTP; or
- d. any breach or non-observance of any of the Terms and Conditions herein by Users.

14. MODIFICATION

- a. The Company reserves its rights in its discretion to amend without prior warning or notice any part of the Terms and Conditions herein and the procedures, functions and features of the EIA and ESTP.
- b. Where the User continues to use the EIA and ESTP after such amendment, the User shall be deemed to have agreed to and accepted the amendments. If the User does not accept the Terms and Conditions herein and the amendments thereto, Users shall forthwith stop using the EIA and ESTP.
- c. In the event that the Company decides in its absolute discretion to discontinue the EIA and/or ESTP or any of the procedures, functions and/or features thereof, the relevant part of the Terms and Conditions shall cease to have effect save as to the provisions regarding exemption of liabilities and privacy.

15. WAIVER

No failure or delay by the Company in exercising or enforcing any right or option under the Terms and Conditions herein shall operate as a waiver thereof or limit, prejudice or impair the Company's right to take any action or to exercise any right as against the User or render the Company responsible for any loss or damage arising therefrom.

16. SEVERABILITY

If any one or more of the provisions in the Terms and Conditions herein are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of the Terms and Conditions herein shall not in any way be affected or impaired.

17. THIRD PARTY RIGHTS

Save to the extent that TransUnion Limited and/or the Contractor(s) may enforce such Terms and Conditions under which their rights, entitlement or benefits have been expressly provided, a person who is not a party to any agreement governed by the Terms and Conditions herein has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of the Terms and Conditions.

18. TERMINATION

Notwithstanding any provision the Terms and Conditions herein, the Company may terminate Users' access to the EIA and/or ESTP at any time, with or without cause or notice.

19. LANGUAGE

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

20. JURISDICTION AND CHOICE OF LAW

- a. The Company operates and maintains the Services in Hong Kong. The Services provided by the Company and all contracts entered thereunder are, and shall conclusively be deemed to be, provided and entered into within Hong Kong.
- b. The Terms and Conditions herein 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.

21. FORM AND/OR ELECTRONIC FORM OF CONSENT FOR THE USE OF IDVISION®

- I hereby give my consent to and authorize TransUnion Limited to access all or part of my consumer credit data (hereinafter includes my personal data) which may be held in its database from time to time ("My Credit Data") and to:
 - i. match all or part of My Credit Data against the information I provided to United Asia Finance Limited ("UA") and transferred by it to TransUnion Limited; and
 - ii. generate questions directly or indirectly from any or all of the information contained in My Credit Data whether on its own or in conjunction with other source of information, collect responses to such questions from me and match such responses against any information contained in My Credit Data;

for the purpose of verifying my identity as part of assessment of my credit related risks in relation to my Loan and/or Credit Card application and thereafter to process, use and transfer the result of the verification or any data arising therefrom to UA; and

b. I further agree that the collection, access, use, process and transfer of My Credit Data by UA and/or TransUnion Limited in the manner described above and such access and use shall not be made the basis for any complaint, claim, suit, demand or cause of action or other proceedings against UA and/or TransUnion Limited by me.

Effective date: 1 December, 2022