

33 Finance Prepaid Card Terms and Conditions

Personal Card

HKMA SVF Licence Number:
SVF0010

By accepting, purchasing, signing or using the 33 Finance Personal Prepaid Card, including 33 Finance American Express® Personal Prepaid Card, 33 Finance Mastercard Personal Prepaid Card, 33 Finance UnionPay Personal Prepaid Card, 33 Finance Co-brand Mastercard Personal Prepaid Card and 33 Finance Co-brand UnionPay Personal Prepaid Card issued by 33 Financial Services Limited (“33 Finance”) (“Personal Card”), you agree to be bound by these Terms and Conditions below. “You”, “your” and “cardholder” refer to the person who has applied and used the Personal Card. “We”, “us” and “our” refer to 33 Finance.

The Personal Card

1. The Personal Card is a reloadable card with a pre-determined minimum card initial load amount and a maximum card stored value limit. Bank transfer reload can normally be done on the same day or the next business day, subject to the actual time the money transfer is credited to our account by the bank. Reloading by credit transfer via Faster Payment System (FPS) can normally be done instantly, terms of use as stated in Clause 1.1 apply. Respective Co-branded Personal Card may have restrictions on cardholder load / reload, please refer to Clause 4. Personal Card is non-transferable.

1.1. Credit Transfer via FPS

1.1.1. We accept credit transfer via FPS and provide “Addressing Service” provided by Hong Kong Interbank Clearing Limited and its successors and assigns (“HKICL”) in connection with the FPS in order to facilitate fund reloading on Personal Card (“the Services”). FPS is provided and operated by HKICL. The Services are therefore subject to the 33 Finance Prepaid Card Terms and Conditions and the rules, guidelines and procedures imposed by HKICL in relation to FPS from time to time.

1.1.2. All the relevant limits stated in Clause 4 apply. The minimum and maximum amounts of fund that can be transferred to Personal Card also subject to the limits as imposed by the Participant (means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time), if any.

1.1.3. By requesting us to register/amend your Proxy ID (means the identifier accepted by HKICL for registration in the Addressing Service to identify the account of you) in the HKICL FPS in order to use the Addressing Service (means the service to facilitate you to use predefined Proxy ID instead of account number to identify destination of fund transfer) to receive credit transfer on your Personal Card using FPS, you have to provide or input the necessary information and complete the registration process via the 33 Finance mobile app (33 eWallet). You understand and agree that the Customer Information (means all personal data and information provided to us or compiled by us from time to time in connection with the Services) may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service.

1.1.4. Addressing Service is available for American Express Personal Card, UnionPay Personal Cards and Mastercard Personal Cards. We only accept using Hong Kong or mainland China mobile phone number, which must be the same number registered by you as contact information on our records, as Proxy ID. You can only register your own Proxy ID for your own accounts. By instructing us to register any Proxy ID or any account for you in relation to FPS, you confirm that you are the present genuine owner of the relevant Proxy ID or account.

1.1.5. We will process and submit your instructions and requests to HKICL FPS in accordance with the

applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications of your Proxy ID registration from or through HKICL FPS, we will notify you accordingly. A system notification message will reach you in the 33 Finance mobile app in 30 seconds normally. Please stay login to receive the notification to ensure the registration process is completed.

1.1.6. You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records), including without limitation changing your Default Account, or terminating any Proxy ID. You acknowledge that keeping your Proxy ID and all related records up-to-date is critical for ensuring effective execution of credit transfer and for avoiding incorrect transfer due to incorrect or outdated Proxy ID or related records.

1.1.7. At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other FPS Participants), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

1.1.8. By choosing and instructing us to set your Personal Card as Default Account for receiving credit transfer using HKICL FPS, you consent and authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS if any. The funds received through HKICL FPS from you or any third party will be credited to your Personal Card. Even though you have not registered Proxy ID and Addressing Service, you and any third party can still transfer funds to your Personal Card via FPS by using your card number. You should frequently check the fund transfer records via our 33 Finance mobile app or website and notify us if there's any suspicious transfer or any transfer that you are not entitled to.

1.1.9. If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account. For any Proxy ID registration, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID in accordance with the procedures and requirements prescribed by us from time to time.

1.1.10. We reserve the right to suspend or terminate the Services in whole or in part at any time without giving notice or reason.

1.1.11. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Services or the processing or execution of instructions or requests given by you in relation to the Services or HKICL FPS.

1.1.12. If the Customer Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants.

2. Each time you use the Personal Card for any payment or withdrawal, the amount of each purchase or cash withdrawal with applicable fees and charges will be immediately deducted from the Personal Card.

3. The fees and charges listed in the 33 Finance Prepaid Card Fees and Charges Table for Personal Card published on our website www.33finance.com are applicable to the Personal Card. You agree that we can directly debit the applicable fees and charges from your Personal Card. The most updated applicable fees and charges as stated in the 33 Finance Prepaid Card Fees and Charges Table for Personal Card on our website www.33finance.com should be binding on you if you continue to use or retain the Personal Card. Any such fees

and charges may be varied subject to 33 Finance's notice for a period of not less than 30 days.

4. Personal Card is subject to the following limits:

	American Express	Mastercard	UnionPay
	33 Finance American Express Personal Prepaid Card	33 Finance Mastercard Personal Prepaid Card	33 Finance UnionPay Personal Prepaid Card ²
Maximum Card Stored Value Limit	HKD 100,000	HKD 100,000	HKD 100,000
Minimum Card Initial Load Amount	HKD 500	HKD 500	HKD 500
Minimum Card Reload Amount	HKD 200	HKD 200	HKD 200
Maximum Card Daily Load / Reload Limit	HKD 100,000	HKD 75,000	HKD 100,000
Maximum Card Monthly Load / Reload Limit	HKD 100,000	HKD 100,000	HKD 100,000
Maximum Customer Monthly Load / Reload Limit	HKD 100,000 or equivalent (The total load/reload amount a customer made on all the 33 Finance Personal Prepaid Cards issued under the customer's name)		
Maximum Customer Monthly Cash Load / Reload Limit	HKD 100,000 or equivalent (The total load / reload amount a customer made by cash on all the 33 Finance Personal Prepaid Cards issued under the customer's name)		
Maximum Customer Stored Value Limit	HKD 100,000 or equivalent (The total value a customer stored on all the 33 Finance Personal Prepaid cards issued under the customer's name)		
Maximum Number Of Cards Per Customer	3 (each customer can hold a maximum of 3 Personal Cards in total)		
Maximum ATM Cash Withdrawal Daily Limit*	HKD 40,000	HKD 40,000	HKD 40,000
Maximum ATM Cash Withdrawal Monthly Limit*	HKD 50,000	HKD 50,000	HKD 50,000
Maximum ATM Cash Withdrawal	HKD 300,000	HKD 300,000	HKD 300,000

Yearly Limit*			
<p>* The minimum and maximum amounts of withdrawal that can be obtained in a single transaction are determined by the settings of the relevant ATM operator</p> <p>1 Load and reload on NHT Card / Enagic Card is not open for Cardholder</p> <p>2 The Personal Card limit for UnionPay cards obtained from PMI, Enagic, NHT and RIMAN are subject to the following limit restrictions; Maximum Card Stored Value Limit: HKD 200,000; Maximum Card Daily Load / Reload Limit: HKD 200,000; Maximum Card Monthly Load / Reload Limit: HKD 200,000; Maximum ATM Cash Withdrawal Monthly Limit: HKD 200,000; Maximum ATM Cash Withdrawal Yearly Limit: Maximum ATM Cash Withdrawal Monthly Limit x 12 months. All other limits are as per above table.</p> <p>We reserve the rights to amend the limits at any time with 30 days' notice. If you continue to use or retain the Personal Card, the most updated applicable card and usage limits of respective Personal Card should be binding on you.</p>			

The Use of the Personal Card

5. Once the Personal Card is issued, Card Management Monthly Fee per card applies. The fee will be waived for the first 12 months, therefore, it will only be imposed starting from the 13th to 24th month after the card is issued.
6. Before using the Personal Card, you must sign on the back of the card and activate the card by calling 33 Finance Customer Service Hotline, login our mobile app ("33 eWallet"), or website at www.33finance.com. Co-brand Personal Card cardholders can also activate the card through the customer service channels of the respective co-branding partner (if available and applicable).
7. A Personal Identification Number ("PIN") is imprinted and covered by silver scratch panel at the back of the Personal Card. Cardholder must use this PIN to enter the 33 Finance Prepaid Card platform by calling 33 Finance Customer Service Hotline, login our mobile app ("33 eWallet"), or website at www.33finance.com to change the PIN immediately. Co-brand Personal Card cardholders can also use this PIN to access the 33 Finance Prepaid Card platform through the customer service channels of the respective co-branding partner (if available and applicable). You are highly recommended to change the PIN from time to time for your account security. Please do not disclose the PIN of your Personal Card to anyone, including the staff of our company and our co-branding partners.
8. American Express Personal Card can be used in payment for goods and services at merchants displaying American Express logo or accepting American Express for payment, subject to the merchants' final decision and judgement. Mastercard Personal Card can be used in payment for goods and services at merchants displaying Mastercard logo or accepting Mastercard for payment, subject to the merchants' final decision and judgement. UnionPay Personal Card can be used in payment for goods and services at merchants displaying UnionPay logo or accepting UnionPay for payment, subject to the merchants' final decision and judgement. UnionPay Personal Card with card number starts with 6291 does not support online payment in general. UnionPay Cardholder cannot use the Personal Card for cryptocurrency related transactions.
9. At the time of payment, American Express Personal Card must present the Personal Card and sign the purchase receipt with the same signature you signed on the back of the Personal Card or pay with American Express Contactless Payment (if applicable). Mastercard Personal Card cardholder must present the Personal Card and sign the purchase receipt with the same signature you signed on the back of the Personal Card or pay with Mastercard Contactless Payment (if applicable). UnionPay Personal Card cardholder must present the Personal Card and sign the purchase receipt with the same signature you signed on the back of the Personal Card and / or enter your 6-digit PIN (subject to the PIN-based or signature-based nature of the UnionPay Personal Card), or pay with UnionPay QuickPass (if applicable).

10. Cash withdrawal from an ATM is available. You must input a correct PIN to do so. A handling fee per transaction will be charged. This charge will be deducted from the Personal Card's remaining balance.
11. Once the Personal Card is expired and the available balance has dropped to zero, the Personal Card is no longer valid. We suggest you to cut the Personal Card into halves before disposal.
12. You should understand that using the American Express Personal Card and / or Mastercard Personal Card as guarantee of payment at merchants, e.g. Petrol Station, Cruises, Car Rental and Hotel, an amount will be placed on hold according to the merchant's estimated bill and the account balance may become temporarily unavailable for usage. The UnionPay Personal Card does not support making guarantee of payment at merchants. Besides, Personal Card does not support recurring billing transactions.
13. Card-to-card transfer allows our personal prepaid cardholders who have completed full KYC to transfer money from their own personal prepaid card account to another card account or to other person's prepaid card account issued by 33FS. Minimum card-to-card transfer amount is HKD100 per transaction. This function is not available for anonymous cards (gift cards).
14. FPS transfer out function allows our personal prepaid cardholders who have completed full KYC to transfer money to their same name accounts or other accounts which are eligible to receive money through FPS. A customer is only allowed to transfer HK10,000 daily and HK50,000 monthly through FPS. This function is not available for anonymous cards (gift cards). FPS transfer out fee of 1% will be charged per transaction

QR Code Services

15. QR Code Services a. "QR Code Services" means the payments services provided by you from time to time through the 33Finance mobile application ("33 eWallet") which are facilitated through the use of QR Code. This Condition 13 applies to the use of the QR Code Services, together with the Existing Terms and any other terms and conditions that apply to the mobile application ("App") through which you access the QR Code Services.

15.1. Using the QR Code Services and your responsibility

15.1.1. The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment data without the need for manually entering the data. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment instruction. We are not responsible for any error contained in such payment data. We are not responsible for any error contained in the instruction or any associated payment data or any dispute between you and merchant, payments service provider or other third party.

15.1.2. The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.

15.1.3. Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services. You are solely responsible for the selection of your device, operating system and internet access service and for the use of the same in accordance with applicable instructions and recommendations.

15.1.4. The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.

15.1.5. The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any

law or regulation of that jurisdiction or where we are not licensed or authorized to provide the QR Code Services.

15.1.6. You must comply with all applicable laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.

15.2. Security

15.2.1. You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.

15.2.2. You are fully responsible for all instructions or requests given by you or any other person authorized by you during the use of the QR Code Services.

15.2.3. You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.

15.2.4. If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.

15.3. Our responsibility and restriction of liability

15.3.1. While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.

15.3.2. The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.

15.3.3. You understand and agree that:

(1) You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.

(2) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.

15.3.4. For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

Foreign Currency Transactions / Overseas Transactions

Foreign Currency Transactions are transactions effected in a currency other than the Card Currency, including all local, overseas and online transactions.

Overseas Transactions are transactions (including online transactions) incurred outside Hong Kong regardless of the transaction currency. Transaction location is subject to the actual country / territories where the merchant processes the transactions. For enquiries on the actual transaction processing location of the online transactions, please contact the respective merchant.

16. Foreign Currency Transactions will be converted into the Card Currency at a rate of exchange determined by reference to the exchange rate adopted by American Express (for American Express Personal Card)*,

Mastercard (for Mastercard Personal Card)* and UnionPay (for UnionPay Personal Card) on the date of conversion. A transaction which is classified as a Foreign Currency Transaction and / or Overseas Transaction will be charged handling fee(s). This is in addition to any transaction levied by American Express (on American Express Personal Card), Mastercard (on Mastercard Personal Card) and UnionPay (on UnionPay Personal Card) and will be automatically deducted from the Personal Card.

* For smooth transaction processing, an amount equivalent to 5% of the transaction amount will be placed on hold on the transaction date to cater for the possible fluctuation of foreign exchange rate on the date of transaction and on the date of conversion as adopted by Mastercard. The amount hold in excess, if any, will be released back to the card after the transaction has been settled.

17. No card statement will be issued, but you can apply for detailed transaction record. Detailed Transaction Record Fee applies which will be charged on each month's transaction record.

18. You can check your card's available balance by calling 33 Finance Customer Service Hotline or login our mobile app, no charges will be applied. Co-branded Personal Card cardholders can also check the card's available balance through the customer service channels of the respective co-branding partner (if available and applicable). Alternatively, the card's available balance can be checked at ATMs (with Mastercard logo for Mastercard Personal Card / with UnionPay logo for UnionPay Personal Card) with a handling fee imposed for each enquiry and this charge will be deducted from the Personal Card.

19. You can check your transaction history free-of-charge by calling 33 Finance Customer Service Hotline or login our mobile app. Co-brand Personal Card cardholders can also check the card's transaction history through the customer service channels of the respective co-branding partner (if available and applicable). You should notify us of any error, omission and / or any transaction not authorized by you within 45 days of the transaction date. If you do not notify us within the specified period, the transactions shown will be considered as correct. We highly recommend you to check their own transaction records frequently.

Loss and Theft of Personal Card

20. If a Personal Card is lost or stolen, you will be liable for all the transactions in your Personal Card (including cash withdrawals) incurred before we receive report of loss and theft from you.

PIN and Card Replacement

21. The PIN will not be re-issued if it is forgotten. You need to apply for a replacement card.

22. Replacement of Personal Card will be issued free-of-charge in case of card malfunction which is not caused by you and the defective card is returned to us on or before the card expiry date for cancellation.

23. If the Personal Card is damaged due to misuse, a replacement card may be issued upon request provided that the Personal Card is returned to us on or before the card expiry date for cancellation. A Card Replacement Fee will be deducted from the card.

24. You will be asked to present your proof of identification for the issuance of a replacement card.

25. The replacement card, if issued, will be in the amount of the available balance of the replaced Personal Card in accordance with our record deducts all fees and charges.

26. We reserve the rights to decline the issuance of a replacement card.

Expiry and Transfer

27. The Personal Card is valid for 24 months from the date the card is issued. You can check the card expiry

date by calling 33 Finance Customer Service Hotline or login our mobile app. Co-brand Personal Card cardholders can also check the card's expiry date through the customer service channels of the respective co-branding partner (if available and applicable). Expired Card Management Fee will be deducted from the remaining balance of the Personal Card each month until the card becomes zero balance. [Please note: The "VALID THRU" date on the Mastercard Personal Card card face, in the format of "MONTH/YEAR", is the validity period of use of that piece of card which is for online purchase input. The actual expiration calculation of the card is based on the date that the card is issued.]

28. You may come to our office, respective co-brand partner or designated agents to replace your old Personal Card one month before and any time after the card expiry date. Card Renewal Fee and minimum card initial load amount applies. The old card should be returned to us for cancellation and the remaining balance will be transferred to the new card after the deduction of a Card Renewal Fee. You will be asked to provide your proof of identification for this replacement request. Please refer to Clause 29 if you prefer balance redemption instead.

29. We will not accept merchant refund to expired Card, please ensure the refund is done before the Personal Card is expired.

Exclusion of Liability

30. We will not be responsible or liable for any refusal by any merchants in accepting the Personal Card for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between you and the merchant. We will not be liable to you in respect of any losses or damages that you or any third party may suffer in connection with or arising from the Personal Card.

Termination / Redemption

31. We reserve the rights at any time to terminate the use of the Personal Card and / or any services offered or to reject any transaction without giving any prior notice or reason. We shall not be liable for any losses or damages of whatever nature which you may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the Personal Card is to be surrendered to us on demand.

32. You are encouraged to spend the remaining balance in your Personal Card before the card expiration date. However, you may terminate the Card services and apply balance redemption at any time. You need to visit our office in person, complete a Card Cancellation Form with identification proof and return the Personal Card. Please note that a Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For card with balance equals to or below the applicable redemption fee, no redemption will be processed. A HKD cheque for the remaining balance will be sent to you within 45 days after the claim.

33. We reserve the right to shorten the validity period of Personal Card to one year if the business ceases to operate and maintain. After the business is informed of the suspension of operation and maintenance, the Personal Card can no longer be used, and the cardholder can go to 33 Finance office to get back the balance before the card expires. In such circumstances, we reserve the right to deduct all unused balances upon the expiry of the card.

Personal Data

34. It is of utmost importance that the information we kept about you is accurate and up to date. Should any of your personal details change, it is imperative that you inform us immediately to ensure that data are sent to the correct account. Until we receive written notice of any changes to your personal details, we reserve the right to rely on and act upon the information we currently kept about you. We will assume that the information we have on file is accurate and current until we receive written notice to the contrary.

35. You agree that we can use your personal information in accordance with our policies and practices, use and

disclosure of personal data as set out in our current Privacy Policy Statement and you have read the Statement from our website at www.33finance.com.

36. The collection and use of personal data by the co-branding partner provided by you to the co-branding partner in relation to the application and servicing of the respective Co-brand Personal Card will be governed by co-branding partner's own privacy policy.

Amendments

37. We reserve the rights to amend these Terms and Conditions at any time with 30 days' notice. Our website displays the current Terms and Conditions. Retention or use of the Personal Card after such amendments become effective shall constitute your acceptance of such amendments. All matters and disputes will be subject to our final decision.

Law and Jurisdiction

38. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

General

39. If any of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.

40. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese.