

## Service Agreement

This Service Agreement ("**Agreement**") contains the terms and conditions upon which you ("**you**" or the "**subscriber**") may access and use TransUnion Credit Report, Credit Score, credit monitoring, calculators, simulators, debt analysis, fraud resolution, personalized offers, special services or any other products or services through the web site, transunion.hk, (the "**Site**") or our mobile application ("**TransUnion Mobile**") (the "**Products**").

You agree to be legally bound by these terms. General "**Terms of Use**" apply equally to your use of the products, and can be found by scrolling up, or by clicking here: [Terms of Use](#). For the avoidance of doubt, the Terms of Use, the Privacy Policy, and the Security document are hereby incorporated into this Service Agreement as if set forth herein in full, and you agree to the terms set forth therein. The Service Agreement, the Terms of Use, the Privacy Policy and the Security document are collectively referred to as the "**Agreement**."

Your order of, acceptance of, use of, and/or access to, the Products, related websites, mobile application and content constitute your agreement to abide by each of the terms set forth herein.

You must accept the terms of this agreement before you will be permitted to register for and purchase the Products.

TransUnion is not a credit repair organization, or similarly regulated organization under other applicable law, and does not provide credit repair advice. We do not claim that we are able to "clean up" or "improve" your credit record, credit history or credit rating.

TransUnion credit monitoring monitors only the credit file associated with the purchasing consumer.

### 1. Products

#### 1.1 Subscriptions

When you subscribe to any Services or Products of TU, you understand that it is a subscription that automatically renews itself every month indefinitely without action. TransUnion will charge the then-current monthly subscription fee to the credit card, debit card or bank account that you designated as your preference, or if you have not designated a preference, to the account most recently used on the Site or TransUnion Mobile. Should the billing account fail to authorize, you will be notified via email immediately. The benefits of your subscription (including, without limitation, online credit reports and credit monitoring alerts) will be suspended until payment is received. If payment is not received, your subscription will be cancelled. A subscriber whose subscription fee has been paid is entitled to all privileges included in the subscription until the subscription is cancelled by the subscriber or otherwise terminated as described later in this document. Upon cancellation, the subscriber loses access to the areas of the Site or TransUnion Mobile designated for subscriber only and loses access to the subscriber's data and other benefits. This could include any credit data and analyses that have been displayed during the subscription. Any free trial is available one time only per customer. Once any free trial has been cancelled, all subsequent orders will be billable at the prevailing monthly subscription rate.

TransUnion reserves the right to adjust pricing for our Services or Products or any product features at any time, effective upon notice to our consumers.

Credit reports, credit scores and credit monitoring will be provided for the period stated in the product description. Enrolment in Credit Report subscription will usually occur within 24 hours but may be delayed. If TransUnion is unable to confirm enrolment for any reason, notification will be made to the email address we have on record for you at the time of the notice.

Subscriptions automatically renew indefinitely without action by the subscriber, and the subscription fee is charged to the subscriber at the time of renewal. An enrollee whose subscription fee has been paid is entitled to all privileges included in the subscription until the subscription is cancelled by the enrolled subscriber or otherwise terminated as described later in this document. Consent to obtain credit data to fulfil the benefits of subscription Products shall be valid under the program until cancelled.

Upon cancellation, the subscriber loses access to the areas of the Site or TransUnion Mobile designated for subscribers only and loses access to subscriber's data and other benefits. This could include any credit data that has been displayed during the subscription. A subscriber may cancel at any time. Subscriber can cancel his/her subscription by contacting TransUnion Customer Relations Department or via the Site. A Customer Service representative can arrange for all future renewal fees to be cancelled. However, please note that neither full nor pro-rated refunds will be given for the current month. For contact information and hours of service go to <https://www.transunion.hk/customer-support/contact-us>.

TransUnion is not responsible for any overdraft/over-the-limit charges or bank fees triggered by your order being processed or billed. We suggest using a credit card. Refunds will not be issued if we have successfully located and delivered your order to you.

## **1.2 Important Credit Report, Credit Monitoring Information and Score Trending**

Credit Report and credit monitoring are provided by TransUnion. Credit Report and credit monitoring monitor your credit files, which are owned and/or maintained by TransUnion. Credit Report and credit monitoring monitor the credit file most closely identified with you based on multiple identifying factors such as first and last names, current and former addresses, Hong Kong Identity Card number and date of birth. Credit Report and credit monitoring may not advise or alert you if an item of identifying information about you (including your name or address or Hong Kong Identity Card number) is contained in the credit file of another person, and will not provide you with any information contained in another individual's credit file. Credit Report and credit monitoring do not monitor the credit files(s) of any other person.

Please remember that monitoring with TransUnion usually begins within 48 hours of enrolment. The TransUnion credit monitoring product is conditioned upon successful enrolment by TransUnion in its credit monitoring service; if TransUnion is not able to enrol you, your order will be cancelled and you will not be charged or you will not receive alerts or monitoring of changes to your TransUnion credit file.

Score Trending allows you to keep track of your credit score history and enables them to review your score performance as a result of your financial activities. Score Trending shows the most



recent thirteen (13) months of retrieved credit scores. Credit scores are retrieved every day from the user logs. The highest retrieved score of the month will be displayed on the Score Trending chart. Score Trending retains score history for the sole purpose of displaying the trend back to you. TransUnion shall retain your score history for twenty-four (24) months. Credit score history older than twenty-four (24) months shall be deleted from the Site or TransUnion Mobile.

You may not be able to use our Service, if you do not agree to give us your consent to access your credit information and retain it to display them to you.

### **1.3 Calculators, Simulators and Debt Analysis**

As part of your subscription, you may be provided with access to certain calculators, debt analysis tools and simulators (collectively, the "**Calculators**"), which may provide you with information to calculate and analyse, for instance: the income you may have or need for retirement; the amount you may accrue in interest on a credit card; the amount that you may have to pay back in the event that you take out a personal loan. These calculations are only estimates and are for educational use only. The calculators are provided to you as a courtesy to monitor your credit health and to make informed credit decisions on your own behalf. TransUnion and its subsidiaries and affiliates make no representations or warranties with respect to the calculators, nor do TransUnion and its subsidiaries and affiliates make any guaranties with regard to the calculators or an individual use of the calculators. The calculators are not an offer of credit.

TransUnion is authorized to request and store consumer credit score which may be held in your credit file in the database of TransUnion from time to time for the purpose of trending functions in the dashboard, including the Calculators. No personal information or data is recorded or stored in the calculators. The information that you enter into the Calculators does not impact your credit score.

### **1.4 Fraud Resolution Services**

If you are a Credit Report or credit monitoring subscriber, TransUnion will provide you with certain fraud resolution services outlined below (the "**Fraud Resolution Services**") during the period that you are a subscriber. TransUnion and its third party service providers are obligated only to provide services in Hong Kong to subscribers domiciled in Hong Kong. The Fraud Resolution Services are provided by Trans Union, the parent of TransUnion, under an agreement with TransUnion.

### **1.5 Personalized Offers**

Personalized Offers provides a selection of close-fitting third party offers to you based on your personal information, Internet Information and consumer credit information, including but not limited to your credit grade, number of accounts, account balances, behavioral data, etc. These third party offers are recommended by TransUnion to you of which TransUnion believes are most relevant to you.

### **1.6 TransUnion Mobile**

The Products may offer features and services that are available to you, and delivered by us, through your mobile phone. These features may include, without limitation, the ability to upload



Product content to your mobile phone, receive Product messages on your mobile phone, download applications to your mobile phone or access the Product's features on your mobile phone (collectively, "**TransUnion Mobile**"). Standard messaging, data and other fees may be charged by your carrier to utilize TransUnion Mobile. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain features of TransUnion Mobile and certain features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

If you access TransUnion Products through a mobile device or download TransUnion Mobile to your mobile device, you hereby agree that TransUnion Mobile may send communications to your mobile device. You also agree that, we may collect information related to your use of TransUnion Mobile and its Products. If you have registered for TransUnion Mobile, you agree to notify TransUnion of any changes to your mobile number and update your account to reflect any such change. You understand that if you change your mobile number (or email address) and you have signed up to receive alerts or other information via text (or email), that you will not receive such information unless and until you update your mobile number (or email address) in your account settings. Please note that you may not receive all text alerts, so we recommend that you sign in to your online account at least once per month to ensure that you receive all alerts.

## **Community**

Community is one of the services available on TransUnion Mobile which allows you to gather and to share ideas and thoughts about credit and TransUnion Services. Community is available to all users of the TransUnion Mobile to read and to search for contents but only active subscribers of TransUnion services can create topics and post replies. The membership level shall be displayed under your user's name in your profile. Membership levels are permanent until you are upgraded to the next level. All topics and replies in Community will be reviewed by moderators to ensure integrity and compliance to the [Terms of Use](#). TransUnion reserves absolute discretion to monitor, alter, edit and remove any content and users deemed inappropriate. By using Community, you agree to be bound by the [Terms of Use](#). TransUnion retains usage of features and user behaviour in Community.

## **Challenges**

Challenges are designed to improve users' credit managing habits through tasks and rewards. When a challenge is completed, you will be awarded with badges and upgraded in membership level. Details of each badge and how it can be acquired can be found within each challenge. Badges and membership levels do not have an expiry date and will be kept once attained. Therefore, you understand that it may not represent the current credit status of any users. Challenges may be offered for a limited time and updated from time to time with new tasks. Some challenges that are not completed during a designated period will be reset and you will need to restart the challenge. Rewards for completed challenges will remain available to you until successful redemption or expiry date, whichever comes first. If you do not redeem the reward within a prescribed period, it will be considered waived and be forfeited. In case of dispute, TransUnion's reserves absolute discretion to make any decision and such decision will be final. You agree and authorise TransUnion to retain personal information and your online behaviour,

including but not limited to login frequency, community activity, credit score, credit records, and credit utilization rate for participating in the Challenges.

### **1.7 Special Services**

For customers with an affiliate code, obtained through a third-party provider: your affiliate code entitles you to receive free product(s) pursuant to the terms outlined by your provider. There will be no charge made to you for these services, the services will not be renewed at the end of the service period and your credit card will not be charged. If you desire services from TransUnion after the end of the service period provided by your financial institution through the affiliate code, it will be necessary to order the product(s) available at the then market rate.

### **1.8 Free Trial**

The terms of any free trial are specific only to the product subject to the free trial. TransUnion will verify your billing information before processing your order. An authorization will be requested from your billing account to make sure it is valid and in good standing. TransUnion will not bill your account until the relevant free trial period is completed and you have not cancelled your subscription during such trial period as provided below. If you upgrade to a new monitoring subscription during a free trial, you will lose all benefits to the trial and will be billed immediately for the upgraded service. You may cancel your subscription at any time during the trial period without charge. If you wish to continue your subscription, do nothing and your subscription will automatically continue without interruption. The monthly fee will be charged at the conclusion of the trial period to the credit card or bank account you designated as your preference or, if you have not designated a preference, the account that was most recently used on the Site or TransUnion Mobile and your subscription will continue automatically, billable monthly at the prevailing rate. For contact information and hours of service go to <https://www.transunion.hk/customer-support/contact-us>.

### **1.9 Use of Promotional Codes**

When you obtain promotional codes through TransUnion, its website or a third-party provider, it shall be valid for a specific period of time only. Promotional codes may not be applicable to certain products of TransUnion. TransUnion reserves the right to suspend or terminate any promotional offers at its sole discretion at any time without prior notice. All promotional codes are not refundable, transferrable to any other third party or redeemable for cash. All promotional codes shall not be used together with other promotional offers. Further, the promotional codes are not applicable to previous purchases. The promotional codes must be entered in the designated area in the Website prior to the completion of your order.

### **1.10 Survey**

If you take part in the Survey, you authorise TransUnion to retain all information you provided in the Survey, including but not limited to any answers and personal information, for research and analysis purposes.

## **2. Term and Termination; Modification**



This Agreement will take effect at the time you click "I Accept & Continue" or sign a Credit Report Application Form and shall terminate (a) when the subscriber cancels his/her subscription by contacting TransUnion Customer Relations Department or via the Site or TransUnion Mobile, or (b) upon termination of your subscription or (c) if TransUnion discontinues providing any subscription, subject to your right to receive subscription benefits that you have paid for or to obtain a refund of a portion of your payment.

TransUnion Products shall not be used in a manner that defrauds or otherwise abuses the credit reporting or credit scoring systems. TransUnion has the right to suspend or terminate your use of any Products or access to our Site or TransUnion Mobile if we determine, in our sole discretion, that your use of our Products has abused the credit reporting or credit scoring systems. Further, you agree that TransUnion will not be liable to you or any third party if TransUnion suspends or terminates your access for any reason.

TransUnion may (i) change the terms of this Agreement or the feature of the subscription Products, or (ii) change the Site or TransUnion Mobile, including eliminating or discontinuing any content or feature of the Site or TransUnion Mobile, restricting the hours of availability, or limiting the amount of use permitted, by posting notice of such modification on a page of the Site or TransUnion Mobile before the modification takes effect. All changes shall be effective immediately upon posting of such notice. If you use the Site or TransUnion Mobile and/or your subscription after TransUnion has notified you of a change in the Agreement, you agree to be bound by all of the changes. You are expected to review the Site or TransUnion Mobile periodically to ensure familiarity with any posted notices of modification.

### **3. Fees and Payment Terms**

When you become a subscriber entitled to TransUnion Credit Report or any other TransUnion Products, you understand that it is a subscription that automatically renews itself indefinitely.

TransUnion will charge the subscription fee to the credit card you designated as your preference or, if you have not designated a preference, the account that was most recently used on the Site or TransUnion Mobile and your subscription will continue automatically, billable monthly at the prevailing rate. Should your billing account fail to authorize, you will be notified via email immediately. The benefits of your subscription (including, without limitation, online credit report and credit monitoring alerts) will be suspended until payment is received provided payment is received within seven (7) days. If payment is not received within seven (7) days, your subscription will be cancelled. A subscriber whose subscription fee has been paid is entitled to all privileges included in the subscription until the subscription is cancelled by the subscriber or otherwise terminated as described later in this document. Upon cancellation, the subscriber loses access to the areas of the Site or TransUnion Mobile designated for subscribers only and loses access to the subscriber's data and other benefits. This could include any credit data and analyses that have been displayed during the subscription. A subscriber may cancel at any time. Should you decide to cancel your subscription a Customer Service representative can arrange for all future renewal fees to be cancelled. However, please note that neither full nor pro-rated refunds will be given for the current month. Any free trial is available one time only per customer. Once any free trial has been cancelled all subsequent orders will be billable at the prevailing monthly subscription rate.





From time to time, TransUnion may examine the prices that we charge for our products, and update them over time. You will be notified of any pricing changes via an interstitial posted on the TransUnion home page, or by push notification or by email notification.

#### **4. General Terms to Use TransUnion Site & TransUnion Mobile**

TransUnion maintains the Site and TransUnion Mobile to provide you with information about our subscriptions, Products and to facilitate communication with us and our affiliates. From time to time we may revise these terms and conditions. Revisions will be effective when posted or as otherwise stated. Additional terms and conditions may apply to specifics of our subscriptions, Products or to participate in our affiliate program, contests or surveys.

The images, text, screens, web pages, materials, data, content and other information ("**Content**") used and displayed on the Site or TransUnion Mobile are the property of TransUnion or its licensors and are protected by copyright, trademark and other laws. In addition to its rights in individual elements of the Content within the Site or TransUnion Mobile, TransUnion owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from the Site or TransUnion Mobile for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of TransUnion.

Our Site or TransUnion Mobile, including all content, Products made available on or accessed through the Site or TransUnion Mobile, is provided to you "as is". To the fullest extent permissible under applicable law, neither TransUnion nor its subsidiaries and affiliates make any representations or warranties of any kind whatsoever as to the content, Products available on or accessed through our Site or TransUnion Mobile, that a user will have continuous, uninterrupted or secure access to our Site or TransUnion Mobile, Products or that our Site or TransUnion Mobile, Products will be error-free. In addition, TransUnion and its subsidiaries and affiliates disclaim all express or implied warranties, including title, merchantability, fitness for a particular purpose, non-infringement and informational content. Therefore, you agree that your access to and use of our Site or TransUnion Mobile, Products and content are at your own risk. By using our Site or TransUnion Mobile, you acknowledge and agree that neither TransUnion nor its subsidiaries and affiliates have any liability to you (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential or special damages arising out of or in any way connected with your access to or use of our Site or TransUnion Mobile, content, Products (even if we have been advised of the possibility of such damages), including liability associated with any viruses which may infect your computer equipment.

TransUnion and its subsidiaries and affiliates are not responsible for any overdraft/over-the-limit charges or bank fees triggered by your order being processed or billed. We suggest using a credit card rather than a debit card. Refunds will not be issued if we have successfully located and delivered your order to you.

## 5. Registration and Accurate Information

If you decide to register on our Site or TransUnion Mobile, become a subscriber of one of our subscription programs, purchase our Products or participate in our affiliate program, contests or surveys, you may be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TransUnion promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your TransUnion account and your right to use the Site or TransUnion Mobile. Online access to consumer credit report information is subject to verification of the identity of the user.

To register on our Site, you hereby agree to give your consent to and authorize TransUnion to access all or part of your consumer credit data which may be held in its database from time to time ("**Your Credit Data**") and to:-

- (a) match all or part of Your Credit Data against the information you provided to TransUnion; and
- (b) generate questions directly or indirectly from any or all of the information contained in Your 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 Your Credit Data.

in order to verify your identity, to use such data or any data arising therefrom for purpose of Identity Manager Solutions which is a solution provided by TransUnion for identity management and related solution.

You may not be able to register on our Site, if you do not agree to give us your consent to verify your identity.

## 6. Warranties and Liabilities

In no event shall TransUnion or Trans Union be liable for consequential damages, for any delay in provision of our Products, or for loss of use of funds during the period that your service request is being processed. TransUnion and Trans Union shall not be obligated to provide any services, nor shall it be liable, if you have not provided complete, accurate and current information relating to your service request. TransUnion and Trans Union are not obligated or responsible for providing services for any service request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) any losses, damages or expenses that were incurred or commenced prior to your Credit Report or credit monitoring



subscription commencement, and (f) theft or damages of traveller's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

TransUnion and its subsidiaries and affiliates expressly disclaim all warranties, express or implied, with respect to this agreement or any Products hereunder. TransUnion and its subsidiaries and affiliates disclaims all implied warranties of merchantability, title, and fitness for a particular purpose. TransUnion and its subsidiaries and affiliates do not warrant that any Products provided pursuant to this agreement are non-infringing, that they will meet your requirements or that their operation will be uninterrupted or error free. TransUnion and its subsidiaries and affiliates' liability is limited to the Products explicitly set forth in this agreement. In no event shall TransUnion and its subsidiaries and affiliates be liable for any damages of any kind including direct, indirect, special, incidental, or consequential damages, (which shall include without limitation, damages for loss of business, loss of profits, business interruption, loss of business information, or other pecuniary loss). In no event shall TransUnion and its subsidiaries and affiliates be liable for any loss arising out of TransUnion's performance or non-performance of its Products. In no event shall TransUnion and its subsidiaries and affiliates be liable for any delay in providing the Products, or damages resulting from any delay in provision of the Products. In no event shall TransUnion and its subsidiaries and affiliates have any additional liability to you except as stated herein. In no event shall the liability of TransUnion and its subsidiaries and affiliates exceed the fees you paid for the Products in the preceding twelve months.

## **7. Our Privacy Policy**

By using our Site or TransUnion Mobile, becoming a subscriber of one of our subscription programs, or purchasing any of our Products, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy. In the event you indicate that you want to receive offers from TransUnion, your information may be used to serve relevant ads to you when you visit the Site or use TransUnion Mobile. Our privacy statement can be reached from the link at the top of this page.

## **8. Learning Center**

You may obtain from TransUnion a disclosure of the information in your credit file at a fee. For more information visit the credit report section in the Learning Centre, available from most pages of the Site or TransUnion Mobile.

If you wish to obtain a copy of your credit report directly from TransUnion or if you wish to dispute information contained in TransUnion credit report file, see the contact information and dispute process description contained in the Learning Centre or from the inaccuracies tab on your credit report.

## **9. Notices**

Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your registration information, please log in to your account and visit the 'Your Account' section from the main menu.

## **10. Applicable Law**

The materials in this Site or TransUnion Mobile are designed for use by residents of Hong Kong SAR. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR regardless of the conflict of laws rules and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong SAR.

## **11. Policy Regarding Children**

We define children as individuals under the age of 16. Our Site or TransUnion Mobile is not intended for the use of children and we do not intend to collect information about children through our Site or TransUnion Mobile. You must be at least 18 to access any Products through the Site or TransUnion Mobile or to join TransUnion Credit Report as a subscriber entitled to subscription benefits.

## **12. Miscellaneous**

You hereby agree that all the provisions of the Contracts (Rights of Third Parties) Ordinance (Cap 623) of the laws of Hong Kong SAR shall not apply to this Agreement and are hereby excluded.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are null and void.

If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible. Any rights not expressly granted herein are reserved.

English Version to Prevail. In the event of inconsistencies between the English and Chinese versions of these Terms and Conditions or any Contents in the Site or TransUnion Mobile, the English version shall prevail.

You represent that you have read this Agreement and TransUnion's Privacy Statement, understand their terms, and agree and intend to be legally bound by them. You acknowledge that, in providing you access to and use of the Site or TransUnion Mobile and your subscription, TransUnion has relied on your agreement to be bound by the terms of this Agreement.