

NOTICE OF AMENDMENT TO DAH SING BUSINESS CARD TERMS AND CONDITIONS

With effect from 1 April 2017 (the “Effective Date”), the Dah Sing Business Card Terms and Conditions will be amended as shown in mark-up in Annex 1 to this letter.

The main purposes of these amendments are to (i) amend the name of Dah Sing Business Card Terms and Conditions; (ii) include certain terms and conditions regarding RMB Card and Dual Currency Credit Card; (iii) restrict the use of a card account as a depository account; (iv) updating provisions on charges; (v) supplement existing provisions in relation to provision of data by cardholders, disclosure of data of cardholders to third parties and consequences on failure of cardholders to disclose necessary data; (vi) insert provisions on indemnity by cardholders; (vii) introduce specific terms for e-Cheque services; and (viii) provide general updates on the provisions as a whole.

NOTICE OF AMENDMENT TO DAH SING BUSINESS CARD “BONUS POINT SCHEME”

With effect from the day immediately after the statement date of your Dah Sing Business Card in April 2017 (the “Effective Date of Cash Rebate”), the “Bonus Point Scheme” of Dah Sing Business Card will be changed to a “Cash Rebate Scheme”. Pursuant to the “Cash Rebate Scheme”, you can enjoy HK\$1 cash rebate for every HK\$250 spending. Please refer to Annex 2 to this letter for the relevant terms and conditions. In particular, your attention is drawn to the following important notes:

1. Any outstanding bonus points in the Dah Sing Business Card Account will become ineffective and shall no longer be used under the Bonus Point Scheme from the Effective Date of Cash Rebate.
2. Any outstanding bonus point(s) under the Bonus Point Scheme in your Dah Sing Business Card Account after the Effective Date of Cash Rebate will be automatically converted to cash under the conversion rate of HK\$1 for every 250 bonus points and credited to your Dah Sing Business Card Account in April 2017.
3. If there are less than 250 bonus points in your Dah Sing Business Card Account by the Effective Date of Cash Rebate, the converted cash rebate amount will be HK\$1.
4. Please refer to the relevant monthly statement issued in May 2017 for the amount of cash rebate gained through such conversion.

Please note that if you do not accept the above amendments, Dah Sing Bank, Limited shall not be able to continue providing the above services in relation to Dah Sing Business Card to you. Please terminate the related Dah Sing Business Card services and settle all outstanding balances before the relevant effective date(s). The above amendments shall be binding on you if you continue to retain and/or use your related Business Card(s) on or after the relevant effective dates as stated above. Should you have any enquiries, please feel free to contact our Customer Service Hotline at 2828 8168.

If there is any discrepancy between the English and Chinese version of this notice, the English version shall prevail.

Dah Sing Bank, Limited

January 2017

ANNEX 1 - Dah Sing Business Card Terms and Conditions Cardholder Agreement

IMPORTANT: Please read this Terms and Conditions Dah Sing Business Card Cardholder Agreement carefully and make sure that you understand this Terms and Conditions the terms and conditions of this Agreement before using or signing the Card (as defined below).

1. Definitions

In this ~~Terms and Conditions Agreement~~, unless the context otherwise requires, the following expressions have the following meanings:-

- (a) “Account Information” means any information relating to the Bank Account/Card Account of the Cardholder/Company including, without limitation, the relevant account number, account balance or value, gross receipts, and withdrawals and payments to or from the relevant account.
- (b) “Applicable Laws and Regulations” means obligations of the Bank to comply with:
 - (i) any applicable local or foreign law, ordinance, regulation, rules, demand, request, guidance, guidelines, and codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and
 - (ii) any agreement between the Bank (or any Bank Group Company as defined in Clause 17(b) hereof) and any Authority.
- (c) “ATM” means an automated teller machine installed by the Bank or any other institutions through which a Banking Transaction may be effected.
- (d) “Authority” means any national, state, or local government and any political subdivisions thereof, any agency, authority, instrumentality (whether judicial or administrative), regulatory or self-regulatory organization, law enforcement body, court, central bank, or tax or revenue authority in any jurisdiction whether within or outside Hong Kong.
- (e) “Bank” means Dah Sing Bank, Limited, its successors and assigns.
- (f) “Bank Account” means either the account of the Cardholder and/or an account of the Company maintained with the Bank.
- (g) “Banking Transaction” means a transaction effected through a Bank Account by the use of the Card and the PIN.
- (h) “Card” means, a Visa/MasterCard Classic Visa Card, Gold Visa Card, Platinum Visa Card, Visa payWave Card, MasterCard Card, Gold MasterCard Card, Platinum MasterCard Card, Titanium MasterCard Card, MasterCard PayPass Card, an Internet Credit Card, RMB Credit Card, Dual Currency Credit Card or any other Credit Cards (howsoever described) from time to time issued by the Bank (alone or in conjunction with other institutions) to the Cardholder and/or the Company (following the joint application and request of the Cardholder and the Company) including any replacement or additional or renewal cards, in the form of a physical card or electronic account.
- (i) “Card Account” means the account opened and maintained by the Bank in connection with the use of the Card (including an account comprised in the Card) either in the name of the Cardholder or in the name of the Company or both.
- (j) “Cardholder” means the person to whom a Card bearing that person's name is issued.
- (k) “The Company” means a sole proprietorship, partnership or limited liabilities liability company at whose request the Bank Account and/or Card Account is/are opened and maintained by the Bank, and a Card or Cards issued.
- (l) “Consenting Person” means the Cardholder, the Company and any Person other than the Cardholder and the Company who is beneficially interested or financially interested in the payments with respect to any account of the Cardholder or the Company. For the avoidance of doubt, this term includes, but is not limited to, a director, shareholder, or officer of a company, a partner of a partnership, the sole proprietor of a sole proprietorship, the trustee, settlor, or protector or beneficiary of a trust, the account holder of a designated account, the payee of a designated payment, the substantial owner, controlling person, or beneficial owner of the Company, the representative, agent or nominee of the Company, or any other individual or entity having a relationship to the Cardholder/Company that is relevant to its relationship with the Bank as determined in the Bank's sole discretion. For purposes of the preceding sentence, a “substantial owner” includes any individual person who is entitled to more than 10 percent of the profits or capital of an entity or with an interest of more than 10 percent of the entity's equity or beneficial interests.
- (m) “Dual Currency Credit Card” means a Credit Card with two Card Accounts comprising a Hong Kong Dollar account and a RMB account.
- (n) “Foreign Exchange Limit” means the maximum cash amount of RMB which an individual is allowed to take out of Mainland China on a single occasion on daily basis as announced by the authorities in Mainland China.
- (o) “Mainland China” means any part of PRC, other than Hong Kong, Macau and Taiwan.
- (p) “MasterCard PayPass Transaction” or “Visa payWave Transaction” means any acquisition of goods or services, including cash withdrawal, cash advance, deposit or transfer whether authorized by the Cardholder or not (subject always to the limit of liability under Clause 9) effected through the contactless payment application device introduced by the Bank on such terms as the Bank may announce from time to time and known as “MasterCard PayPass” or “Visa payWave”.
- (q) “Person” means any individual, sole proprietorship, partnership, corporation, firm, company, trust, institution, entity, other natural or legal person whatsoever.
- (r) “Personal Information” means
 - (i) where the Cardholder or any Consenting Person is an individual, his full name, Hong Kong Identity Card/passport number, date and place of birth, residential and mailing address, contact information (including telephone number), any taxpayer identification number, social security number, citizenship(s), residency(ies), tax residency(ies), and such information as the Bank may reasonably require regarding the Cardholder and any Consenting Person;
 - (ii) where the Company or any Consenting Person is a corporate/entity, its date and place of incorporation, registered office or place of business, tax identification number, tax status, tax residency, and such information as the Bank may reasonably require regarding the Company and any Consenting Person and each of its substantial owners, controlling persons, and beneficial owners.

- (s) "PIN" means in relation to a Cardholder the Personal Identification Number required to gain access to a terminal and/or ATM.
- (t) "PRC" means the People's Republic of China.
- (u) "RMB" means Renminbi, the lawful currency of PRC.
- (v) "RMB Card" means a Credit Card using RMB as means of denomination and payment and for use in Mainland China.
- (k)(w) "Statement" means a monthly statement of account sent by the Bank to the Company and/or Cardholder, setting out the state of account in the Card Account.
- (x) "Tax Information" in respect of the Cardholder/Company and any Consenting Person means:
 - (i) any documentation or information (and accompanying statements, waivers, and consents as the Bank may from time to time require or as the Cardholder/Company and any Consenting Person may from time to time give) relating, directly or indirectly, to the tax status of the Cardholder/Company and any Consenting Person;
 - (ii) Personal Information of the Cardholder/Company and any Consenting Person; and
 - (iii) Account Information.
- (h)(y) "Transaction" means any payment for hire or purchase of goods and/or services, cash advance, whether effected with or without the signature of the Cardholder, at any approved point of sale terminal, by telephone, fax, mail, through electronic means or otherwise and includes MasterCard PayPass Transaction of VISA payWave Transaction.
- (m)(z) Unless the context requires otherwise:-
 - (i) words denoting one gender shall include all other genders; and
 - (ii) words denoting the singular shall include the plural and vice versa.

2. Applicability of this Agreement

The use of the Card and the operation of the Card and the Bank Account are subject to the terms and conditions of this Agreement from time to time in force and both the Company and the Cardholder agree to be bound by Cardholder's signature on or use of the Card and/or the application form and/or the cardholder nomination form (whether or not the Company or Cardholder has acknowledged receipt of the Card).

3. The Card

- (a) The Card is the property of the Bank and must be surrendered to the Bank upon demand.
- (b)(i) The Cardholder shall at all times ensure that the Card is kept in a safe place and take reasonable steps to keep the Card safe and the PIN secret to prevent fraud.
- (ii) Transaction instructions must be given in such a way that no confidential information is disclosed to any third party. The Bank shall not be liable in any way for any disclosure (whether or not authorized or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction instruction except in case of willful default or negligence.
- (iii) The Cardholder shall under no circumstances whatsoever allow the Card and/or PIN to be used by or disclosed to any other person.
- (iv) The Cardholder shall destroy the original printed copy of the PIN.
- (v) The Cardholder shall in no circumstances write down the PIN on the Card or on anything usually kept with or near the Card.
- (vi) The PIN shall always be disguised if written down or recorded in any form.
- (vii) The Cardholder will sign the Card immediately upon receipt.
- (viii) A renewal card will be issued 30 days prior to the Card expiry date and deemed received and accepted by the Cardholder unless the Bank receives a contrary notice in writing within the said 30 days' period. The Cardholder and the Company undertake to promptly inform the Bank if the renewal card is not received by the Card expiry date.
- (ix) The Card may be collected by any person authorized in writing by the Company and the recipient's acknowledgment of receipt amounts to acceptance of the terms and conditions herein as amended from time to time.
- (x) The Card will be issued in the name(s) of the person(s) nominated in writing by the Company.
- (xi) The Card shall be used exclusively by the Cardholder, and is non-transferable and shall not be pledged by the Company and/or the Cardholder as a security or for unlawful purposes, including payment for any illegal gambling.

4. Use of the Card

- (a) The Card is denominated in RMB or Hong Kong Dollars. RMB Card is, except that a Dual Currency Credit Card is denominated in both RMB (in respect of the RMB account) and Hong Kong Dollars (in respect of the Hong Kong Dollar account). RMB Card and (in respect of the RMB account comprised in it) Dual Currency Credit Card are only valid for use in Mainland China (unless otherwise announced by the Bank) and for acquisition of goods and/or services from designated merchants and/or cash advances in RMB at designated ATM or other outlets.
- (a)(b) The Card may be used:- (i) within the aggregate and individual credit limit notified by the Bank to the Company and/or Cardholder, and for that purpose the Bank shall grant an aggregate credit limit to the Company which aggregate credit limit shall be allocated and determined by the Bank equally among the Cardholders unless the Company instructs the Bank in writing of the manner of allocation for individual credit limit (for Dual Currency Credit Card, the credit limit is shared among all the accounts comprised in it, and for the purpose of determining whether the credit limit is exceeded, the rates of exchange determined by the Bank shall apply). Both the Company and the Cardholder agree to repay forthwith any amount in excess of the individual and aggregate credit limit (whether demanded or not) together with any special levy at an amount to be determined by the Bank on each occasion the limit is exceeded (ii) between the valid date (if any) and the expiry date embossed on its face or assigned by the Bank. The Bank has the sole discretion to determine the credit limit and to adjust it as the Bank may think fit, and to approve any Transaction which may cause the credit limit to be exceeded. Both the Company and the Cardholder shall be fully liable for all Transactions effected through use of the Card whether or not the credit limit (if applicable) has been exceeded. The credit limit may be cancelled at any time by the Bank without condition

or prior notice. Notwithstanding that the Transaction may not result in the credit limit notified by the Bank being exceeded, the Bank may at any time with or without notice, and without giving any reason or liability on the part of the Bank, refuse to approve any Transactions(s) or to act on any relevant instructions (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise).

- (b)(c) The Cardholder's right to use the Card shall determine forthwith:-
 - (i) in the events mentioned in Clause ~~10~~ 11 hereof or;
 - (ii) in the event of loss or theft of the Card.
- (e)(d) If a Cardholder loses or damages his Card or requires renewal, replacement or additional Cards the Bank may at its discretion issue such Card or Cards as the Cardholder may require and consented to by the Company and for a fee.
- (e)(e) Use of the Card shall be subject to the terms and conditions current at the time of use, including any amendments or additions and foreign exchange controls provided in Clause ~~9~~ 8 herein for RMB Cards.
- (e)(f) The Card shall not be used for any unlawful purposes including payment for any illegal gambling and the Bank has the absolute discretion to refuse to ~~approve~~ approve any Transactions(s) or to act on any relevant instructions which it reasonably believes or suspects to be illegal or for unlawful purposes.
- (g) Cash advance may be effected over bank counters or through ATMs in either Hong Kong and/or Mainland China depending on the card brand and as designated by the Bank from time to time and a handling fee and exchange charges at a rate determined by the Bank will be charged in respect of each cash advance under Clause 6(E) hereof.
- (h) For Dual Currency Credit Card, any Transactions in RMB will be posted to the RMB account, and any Transactions in Hong Kong Dollars or other foreign currency (other than RMB) will be posted to the Hong Kong Dollar account. Notwithstanding the aforesaid, due to the settlement arrangement, some Transactions in RMB may be posted to the Hong Kong Dollar account if the Transaction is processed by the merchant or financial institution in Hong Kong Dollar.
- (i) RMB Card and Dual Currency Credit Card shall not be used in settling RMB cross-border trade transactions between Mainland China and overseas countries including the region of Hong Kong.

5. Billing

- (a) The Bank will issue a Statement of the Card Account at monthly intervals with record of all Transactions effected by the use of the Card and the annual fees, interest, service or other charges payable but the Bank is entitled not to issue a Statement if there has been no Transaction since the previous Statement.
- (b) The Statement shall indicate in Hong Kong Dollars or RMB for RMB Card; (in relation to Dual Currency Credit Card, in Hong Kong Dollars for the Hong Kong Dollar account and in RMB for the RMB account);
 - (i) the amount then outstanding as at the date of Statement;
 - (ii) the payment due date;
 - (iii) the minimum payment required (if applicable);
 - (iv) (where a Transaction is incurred in a foreign currency or processed in a currency other than RMB or Hong Kong Dollars the currency of the Card Account comprised in the Card) the Hong Kong Dollar or (in the case of RMB Card or the RMB account comprised in Dual Currency Credit Card) RMB equivalent of the Transaction at such exchange rate as the Bank may determine.
- (c) The Statement shall be final and conclusive in the absence of manifest error 60 days after its date and both the Company and the Cardholder agree to
 - (i) examine such Statement and notify the Bank of any error or omission or any unauthorized transactions within 60 days from the statement date;
 - (ii) inform the Bank if no Statement or regular Statement is received;
 - (iii) pay the entire balance due on demand.
- (d) The Statement will be sent to the Cardholder and the Company by mail or such other means as may be determined by the Bank. However, if the Cardholder/Company has advised the Bank that he/it does not require the Statement to be sent to him/it, the Statement may, at the discretion of the Bank, not be sent to the Cardholder/Company but the Cardholder/Company may by quoting such password as may be assigned by the Bank gain access to the Statement through the internet at such web site as may be designated by the Bank from time to time. In such event the Cardholder/Company undertakes to check the Statement whether through the Internet or otherwise from time to time and in any event no less than once every calendar month to ensure that no unauthorized Transactions have been effected through the Card.

6. Charges

- (A) Minimum Payment Due -
 - (a) Where the Bank permits payment of a minimum sum as stated in the Statement, both the Cardholder and the Company agree to pay the minimum payment due as shown in the Statement on or before the payment due date as indicated in the Statement. The minimum payment due is calculated at a percentage of the entire balance as at date of Statement subject to a minimum charge, plus the amount in excess of the applicable credit limit shall be inclusive of
 - (i) all interests incurred;
 - (ii) all applicable fees and charges (including but not limited to annual service charge);
 - (iii) all outstanding minimum payments; and
 - (iv) an amount of repayment calculated at one percent of the entire outstanding balance as at the date of Statement. For Dual Currency Credit Card, there are separate minimum payments for the RMB account and the Hong Kong Dollar account.
 - (b) The Cardholder and the Company may pay any amount in excess of the minimum payment due. Unless the Cardholder and the Company pay the full amount outstanding, a finance charge will be made in accordance with Clause 6C herein.
- (B) Credit Excess
 - (a) The Card Account shall be subject to a credit limit determined by the Bank from time to time.
 - (b) The Cardholder and the Company agree to reimburse the Bank forthwith (and in any event not later than the payment due date on each payment) any amount in excess of each time.

- (c) The Cardholder and the Company shall pay a special levy (in an amount determined by the Bank) on each occasion the credit limit is exceeded.
- (C) Finance Charge -
- (a) No finance charge (other than finance charge on cash advances calculated from date of advance) will be charged on the relevant Card Account shown in the Statement provided that the Cardholder and the Company pay the full amount not later than the payment due date.
- (b) If the Cardholder and the Company elect to make partial payment or payment of the minimum payments due as stated in the Statement in respect of a Card Account (where a minimum payment provision is contained in the Statement and not otherwise), a finance charge will be made on :
- (i) ~~the full amounts of the Statement balance (as from date of the Statement until repayment)~~ in the Relevant Card Account as from date of the Statement until repayment; and
- (ii) ~~the amount of all new Transactions in respect of the relevant Card Account (other than the finance charge on cash advance the finance charge of which is calculated from date of cash advance)~~ the amount of all new Transactions in respect of the relevant Card Account (other than the finance charge on cash advance) from date of the respective transaction dates of the new Transactions, notwithstanding that such new Transactions are not due for repayment.
- (c) The finance charge will be at such percentage per month as announced by the Bank (with an annualized percentage rate equivalent) calculated on a daily basis, provided that if there are any delinquent records during a specified period, the finance charge will be of a higher percentage per month as announced by the Bank.
- (D) Late Charge - A late charge representing a percentage per month (subject to a minimum and maximum sum as announced by the Bank) or at such amount as may be determined and announced by the Bank from time to time will be levied on the full amount of the relevant minimum payment due ~~(where minimum payment is permitted); (subject to a minimum sum and a maximum sum as announced by the Bank)~~ if the Cardholder and the Company fail to make payment of the minimum payment due on or before the payment due date as indicated in the Statement. A late charge will also be levied in case full payment is required as stated in the Statement and such payment is not made on or before the relevant payment due date.
- (E) ~~Cash Advance Charge~~ Facilities for cash advance (from the Bank through any ATM terminal operated by other approved institutions or bearing the Jetco and/or Visa/MasterCard Logo and/or China UnionPay) will be available if requested for by the Company and approved by the Bank. The amount of the cash advance shall be subject to the available cash credit limit of the individual Cardholder and the Company and the daily withdrawal limits of the cash dispenser any terminals operated or designated by the Bank and for RMB Card subject to the provisions of Clause 8 hereof. A cash advance fee ~~interest as such rate as the Bank may announce from time to time shall be paid on or before the payment due date as stated in the Statement or cash withdrawal fee at such rate as the Bank may determine from time to time by reference to the amount of each cash advance or cash withdrawal, (but subject to a minimum fee)~~ shall be charged to the Card Account, and to be paid before the payment due date specified in the Statement.
- (F) Service Charge - A non-refundable annual service charge as the Bank may from time to time determine will be charged to the Cardholder's Account every year on a date stipulated by the Bank.
- (G) Returned Cheque/Rejected Autopay Charge - A handling fee as announced by the Bank will be charged for any cheque issued in settlement of account which is dishonoured or in relation to any autopay authorization which is either dishonoured or revoked without the consent of the Bank.
- (H) Miscellaneous Charges - The Bank may in appropriate circumstances also charge the Cardholder and the Company other fees and charges including but not limited to sales draft retrieval fee, statements retrieval fee and fee for credit balance withdrawal, at such amounts as determined and announced by the Bank from time to time. All fees and charges payable by the Cardholder and the Company shall be subject to such minimum sum as may be announced by the Bank.
- (I) Should the Bank accept payment in currencies other than Hong Kong Dollars, (or in the case of RMB Card or the RMB account of a Dual Currency Credit Card, other than RMB), such a payment shall be converted into Hong Kong Dollars (or, as the case may be, RMB) at the Bank's discretion and at a rate of exchange determined by the Bank and/or at a rate of exchange determined by Visa International, and/or MasterCard International and/or China UnionPay and for a fee as announced by the Bank, and/or Visa International, and/or MasterCard International and/or China UnionPay. Any such fees and charges shall be debited into the Card Account.

7. Repayment

- (a) Payment received shall be applied first towards interest or finance charges; and secondly towards other fees and costs, legal or otherwise; and thirdly towards ~~reimbursement of the costs of Transactions~~ repayment of cash advance, and fourthly towards ~~repayment of cash advance~~ reimbursement of the costs of Transactions; provided that the outstanding amount due for the longest period under each of these categories shall be satisfied first. For Dual Currency Credit Card, debit balance in the Hong Kong Dollar account and RMB account shall be settled separately and in their respective currencies, and any excess payment to any one account will not be credited towards settlement of the outstanding balance of the other account.
- (b) Payment Method - Unless the Statement mentions and permits payment of a minimum sum out of the total outstanding due, the Company and the Cardholder jointly and severally agree to pay the full amount due as shown in the Statement on or before the payment due date.
- (c) Payment to the Bank may be made by such means as the Bank shall from time to time stipulate. If payments are made by the use of a customer activated terminal, such payment will be subject to the terms and conditions of the terminal or the Bank's transaction records and deposit envelopes.
- (d) Deposits by the use of the Card on any ATM whether by cheque or by cash will only be credited after verification and collection.
- (e) If the Bank shall have incurred any legal fees for the recovery of any sums, costs and expenses payable hereunder by the Cardholder and the Company or as a result of the enforcement of any terms or conditions hereof, the Cardholder and the Company shall fully reimburse the Bank of all such legal fees and other fees or expenses (including any amount paid to the Authority by the Bank with its own funds which should have been, but was not, a Collected Amount (as defined in Clause 13(h) hereof)) incurred in that connection without any deduction whatsoever (in reasonable amounts and as reasonably incurred and detailed breakdown of such legal fees and expenses shall be provided by the Bank at the request of the Cardholder and the Company).

- (f) The Cardholder shall directly settle disputes between merchants and the Cardholder for goods and services purchased and the Bank shall not be responsible for goods and services supplied by merchants or for refusal or failure of any merchant to accept or honour the Card or provide the goods or services purchased. The Cardholder and the Company shall be responsible for the payment of the amount of any transaction notwithstanding the refusal or failure by the merchant to supply the goods or services purchased.
- ~~(g)~~ Where payment is made by means of a bank draft or any other similar instrument, only such amount net of collection, administrative or handling fees for processing such bank draft or instrument will be credited into the Card Account.
- ~~(g)~~~~(h)~~ Credits to the Card Account for refunds made by merchants will be made only when the Bank receives a properly issued credit voucher duly signed by the merchants making the refund.
- ~~(h)~~~~(i)~~ Payment shall only be deemed to have been made when actually received by the Bank and without any set off, claim, condition, restriction, deduction or withholding whatsoever.
- ~~(j)~~ For RMB Cards, payments made to the Bank shall be in RMB at designated locations in Mainland China (or, at the option of the Cardholder/Company, in Hong Kong dollars at designated locations in Hong Kong) at an exchange rate determined by the Bank. Should the Bank accept payment in currencies other than RMB or Hong Kong Dollars the currency of the relevant Card Account, such a payment shall be converted into RMB or Hong Kong Dollars the currency of the relevant Card Account at the Bank's discretion and at a rate of exchange determined by the Bank and for a fee as announced by the Bank. Any conversion fees shall be debited into the Card Account.
- ~~(k)~~ The Cardholder and the Company acknowledges that the Card Account shall not be used as a depository account for depositing money (regardless of the value of such deposit) and any overpayment in excess of Transaction fees and charges shall be kept to a minimum. If there is credit balance in the Card Account after settlement of all Transaction fees and charges ("Credit Balance"), the Bank has the sole discretion to return all (but not part of) the Credit Balance to the Company (and not the Cardholder) in the following ways without prior notice or giving any reasons therefor:-
 - ~~(i)~~ where the Company maintains depository account(s) with the Bank ("Existing Account(s)", by depositing the Credit Balance into any of the Existing Account(s);
 - ~~(ii)~~ where the Company does not maintain any Existing Account(s), by sending a cheque or cashier order in favour of the Company for the amount of the Credit Balance to the last known address of the Company registered with the Bank; or
 - ~~(iii)~~ by any other means as the Bank may deem appropriate.

8. (For RMB Cards and the RMB account of Dual Currency Credit Cards only) Credit Balance and Cash Advance

- ~~(A)~~ (a) Without prejudice to the rights of the Bank under Clause 7(k) hereof, if there is any Credit Balance, the Cardholder may collect the entire Credit Balance (or any part thereof) in RMB at designated locations in Mainland China.
- ~~(b)~~ The Cardholder may also withdraw the entire Credit Balance in Hong Kong and in Hong Kong dollars on termination of the Card Account or where the Credit Balance does not exceed the Foreign Exchange Limit.
- ~~(c)~~ Where the Foreign Exchange Limit is exceeded, the Cardholder may only withdraw Hong Kong dollars in Hong Kong up to the Foreign Exchange Limit with the remaining Credit Balance to be withdrawn in Mainland China and in RMB.
- ~~(d)~~ Notwithstanding anything aforesaid, the Bank has the sole discretion to refund the Credit Balance either in Hong Kong dollars or RMB and at such locations as the Bank may determine and the Bank is entitled to charge a handling fee and a currency conversion fee (where applicable) at a rate determined by the Bank for each such refund.
- ~~(B)~~ Cash Advance can be made in Mainland China subject to the available Credit Limit and the Foreign Exchange Limit.
- ~~(C)~~ The Cardholder and the Company shall observe all laws and regulations from time to time in force in Mainland China in relation to the use of the Cards in Mainland China.

8.9. Loss and Theft

- (a) The Cardholder must report to the Bank and to the Police in writing as soon as reasonably practicable after he finds any loss or theft of the Card or disclosure of the PIN to any unauthorized person. In any event, the Cardholder and the Company shall be jointly and severally responsible for all Transactions, costs and damages effected or caused by the use of the Card whether or not authorized by the Cardholder or the Company
- (b) If the Cardholder reports the loss or theft or unauthorized disclosure as soon as reasonably practicable after he finds any loss or theft of the Card or unauthorized disclosure of the PIN and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Card and the secrecy of the PIN and keep the PIN separately from the Card) the maximum liability of the Cardholder shall not exceed HK\$500.00.
- (c) The limit of liability is confined to loss specifically related to the Card Account and in circumstances described above and does not cover cash advance, or cases involving fraud or negligence or when the Cardholder has failed to inform the Bank as soon as reasonably practicable after having found that the Card has been lost or stolen or that there has been an unauthorized disclosure of the PIN when the Cardholder is liable for all losses.

9.10. Amendments and Additions

- (a) The Bank hereby reserves the right to amend the terms and conditions hereof including but not limited to the rates of interest charges or amount of fees and method of payment or to provide additional terms at any time and from time to time to take effect on the date stipulated by the Bank (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this Agreement, the Bank shall give notice to the Cardholder and the Company, which shall be not less than 60 days before the change takes effect). For other amendments relating to an increase in the Bank's fee or charges and/or affecting the liabilities and obligations of the Cardholder or the Company, the Bank shall give at least 30 days' prior notice to the Cardholder and the Company unless it is not practicable for the Bank to do so. In such other cases, reasonable notice shall be given.
- (b) If the Cardholder and the Company do not accept such amendments or additions, the Cardholder shall in conjunction with the Company before the day when the amendment or addition is to take effect give written notice to the Bank terminating the Card Account and the use of the Card and returning the Card and the Bank shall repay the annual or other periodic fee of the Card on a pro-rata basis, if the fee can be separately distinguished and unless the amount involved is minimal.

- (c) If the Cardholder uses or retains the Card after the relevant date mentioned in Clause 9 10(b) hereof, the Cardholder and the Company shall be deemed to have accepted and agreed to such amendments and additions without reservation.
- (d) The Bank may give notice of amendment or addition in a Statement, which shall be served by ordinary post to the address last notified to the Bank by the Cardholder and the Company and deemed served on the day after posting, or by email or SMS message to the Cardholder and the Company, or by display at its branches, website, press advertisement or otherwise, stipulating a date on which such amendment or addition shall take effect. Service on either the Cardholder or the Company shall be deemed service on both.

10-11. Breach and Termination

- (A) Breach

In the event of any breach of the terms of this Agreement the Cardholder and the Company shall jointly and severally pay to the Bank on demand

 - (i) all monies due as at date of demand (or subsequent demands);
 - (ii) all losses, damages, costs and expenses (including legal fee as stated above and collector fee) arising out of the use of the Card by the Cardholder (including any amounts paid to the Authority by the Bank with its own funds which should have been, but was not, a Collected Amount as defined in Clause 13(h) hereof).
- (B) Termination
 - (a) Use of the Card (including the Card Account) and the credit limit granted by the Bank in relation to the use of the Card shall be subject to termination or cancellation at any time unconditionally by the Bank without giving any prior notice or reason therefor.
 - (b) The Bank reserves the right to suspend, withdraw, cancel or terminate the use of the Card (including the Card Account) and any services thereby offered or disapprove any Transaction (including Banking Transaction) without giving any prior notice or reason (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise) and the Bank shall not be liable for any loss or damage of whatsoever nature which the Cardholder or the Company may suffer directly or indirectly as a result of such suspension, withdrawal, cancellation, termination or disapproval unless caused by the Bank's negligence or willful default and whereupon the Cardholder and the Company shall surrender the Card unconditionally and immediately on demand.
 - (c) The Cardholder and the Company may at any time terminate the use of the Card. Any notice by a Cardholder or the Company shall be in writing and returning the Card (and notice by either the Company or the Cardholder is sufficient) and both the Cardholder and the Company shall be jointly and severally liable for all Transactions effected through the use of the Card prior to the Bank's receipt of the surrendered Card (duly defaced by cutting off the front top right-hand corner ensuring that both the hologram and magnetic tape have been cut).
 - (d) Use of Dual Currency Credit Card shall be terminated upon termination of either the Hong Kong Dollar account or RMB account comprised in it.
 - (e) Upon termination or cancellation for whatever reason, the provisions of Clauses 10 11A (i) and (ii) hereof shall apply.

11-12. Exclusion of Liability

- (A) The Bank and/or any Bank Group Company (as defined in Clause 17(b) hereof) shall be under no liability whatsoever to the Cardholder or the Company in respect of any loss or damage arising directly or indirectly out of:-
 - (a) any defect in any goods or services supplied;
 - (b) the refusal of any person or terminal to honour or accept a Card;
 - (c) (the malfunction of any computer terminal or contactless payment application device;
 - (d) the giving of a Transaction instruction other than by a Cardholder;
 - (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction therewith;
 - (f) the exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or computer terminal;
 - (g) the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 10 11 herein;
 - (h) the Bank doing any act or taking any actions pursuant to Clause 13 hereof; and/or
 - (i) any injury to the credit character and reputation of the Cardholder or the Company in and about the repossession of the Card, any request for its return or the refusal of any person to honour or accept the Card.
- (B) Nothing in Clause 11-12A shall exempt the Bank or any Bank Group Company (as the case may be) from liabilities where there is willful default or negligence or where such exclusion is prohibited by the laws of Hong Kong.

12-13. Disclosure and Use of Information

Provision of Information

- (a) Each of the Cardholder and the Company shall provide the Bank with his/its Personal Information, and where reasonably required by the Bank, those of any Consenting Person, in such form and within such time as the Bank may require from time to time for the Bank and any Bank Group Company (as defined in Clause 17(b) hereof) to comply with the Applicable Laws and Regulations.
- (b) Where there is a change or addition to the Cardholder/Company's Personal Information, and, where applicable, those of any Consenting Person, the Cardholder and the Company (as the case may be) shall update the Bank of the change or addition promptly (and in any event no later than 30 days from the date of the change or addition).
- (c) Each of the Cardholder and the Company shall, and, where applicable, procure any Consenting Person to, complete and sign such documents and do such things in relation to his/its obligation under Clauses 13(a)-(d) hereof as the Bank may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.

- (d) Each of the Cardholder and the Company agrees that the Bank may directly require any Consenting Person to, in which case, each of the Cardholder and the Company shall procure such Consenting Person to, provide or confirm accuracy of his Personal Information if the Bank reasonably considers it to be appropriate for the purpose of complying with the Applicable Laws and Regulations.

Disclosure of Information

- (e) Each of the Cardholder and the Company agrees that any Bank Group Company (including the Bank) and any third party wherever situated selected by the Bank or any Bank Group Company to provide services to it ("Third Party Service Providers") may, at any time (whether within or outside Hong Kong and whether before or after the termination of this Agreement) use, retain and disclose his/its Tax Information, as well as those of any Consenting Person, to any Authority (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place) for the purpose of ensuring compliance with the Applicable Laws and Regulations on the part of the Bank or any Bank Group Company. For the avoidance of doubt, each of the Cardholder and the Company waives, and where reasonably required by the Bank, agrees to procure any Consenting Person to waive, any applicable restrictions which would otherwise hinder the ability of the Bank or any Bank Group Company or Third Party Service Providers to use, retain and disclose the Tax Information in the aforesaid manner.
- (f) Each of the Cardholder and the Company shall obtain or, as the case may be, has obtained the requisite consent from each Consenting Person for the provision of his Tax Information to the Bank Group Company (including the Bank) and any Third Party Service Providers and the usage, retention and disclosure of such Tax Information by the aforesaid parties.
- (g) Each of the Cardholder and the Company agrees that the Bank may directly require any Consenting Person to, in which case, each of the Cardholder and the Company shall procure such Consenting Person to, agree to the usage, retention and disclosure described in Clause 13(e) hereof and/or waive any otherwise applicable restrictions on such usage, retention and disclosure if the Bank reasonably considers it to be appropriate for the purpose of complying with the Applicable Laws and Regulations.

Failure to Provide Information

- (h) Notwithstanding any other provisions of this Agreement, each of the Cardholder and the Company agrees that:-
- (i) where any of the Cardholder or the Company fails to comply with his/its obligations under Clauses 13(a)-(g) hereof;
 - (ii) where any Consenting Person fails to comply with the requirements of the Bank under Clauses 13(a)-(g) hereof;
 - (iii) where the Personal Information (regardless of whether such Personal Information is in relation to the Cardholder/Company or any Consenting Person) is inaccurate, incomplete, or not promptly updated; or
 - (iv) for whatever reason, the Bank or any Bank Group Company is prevented (under the laws of Hong Kong or otherwise) from disclosing the Tax Information of the Cardholder/Company and/or any Consenting Person to the Authority as required by the Applicable Laws and Regulations,

the Bank may at any time take one or more of the following actions as the Bank in its sole and absolute discretion deems necessary to ensure compliance with the Applicable Laws and Regulations on the part of the Bank and any Bank Group Company:

- (1) deduct from or withhold part of any amounts for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount which is required to be so deducted or withheld to comply with the Applicable Laws and Regulations ("Collected Amount") from any payments payable to the Cardholder/Company under or from the Bank Account/ Card Account and pay such Collected Amount to the Authority or hold such Collected Amount in escrow as permitted by the Applicable Laws and Regulations with no obligation in any case to gross-up or reimburse the Cardholder/Company with respect to such amounts or payments;
 - (2) block or freeze the Bank Account/Card Account of the Cardholder/ Company, transfer all or part of the Bank's rights, benefits, and liabilities under such accounts or any amounts therein to any Bank Group Company, and/or terminate such accounts and discontinue the relationship with the Cardholder and/or the Company entirely or in part by giving notice to the Cardholder or the Company (as the case may be);
 - (3) provide (whether before or after termination of the Bank Account/Card Account of the Cardholder/Company) the Tax Information relating to the Cardholder/Company and/or any Consenting Person to such Authority as required to ensure compliance with the Applicable Laws and Regulations on the part of the Bank and any Bank Group Company (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place); and
 - (4) take any actions necessary or useful to the Bank in exercising any rights of the Bank under this Clause 13 hereof.
- (i) The Bank may from time to time send to the Cardholder and/or the Company its Notice to Customers relating to Customers' Data (the "Notice"). The current version of the Notice may also be made available on the website of the Bank from time to time. Without prejudice and in addition to Clauses 13(a)-(h) hereof, the Bank may use the data of the Cardholder and/or the Company for such purposes and disclose the same to such classes of persons as set out in such Notice from time to time.

13.14. Expenses of Enforcement

The Cardholder and the Company acknowledge that the Bank may appoint agents for the collection of any money due by the Cardholder and the Company and without prejudice to the indemnity in Clause 7(d)(e) herein, the Cardholder and the Company agree to indemnify the Bank on demand all costs, expenses and charges in such collection (in reasonable amounts and were reasonably incurred and detailed breakdown of such costs, expenses and charges shall be provided by the Bank at the Cardholder's request request of the Cardholder and the Company).

14.15. ATM Facilities (If applicable)

Except to the extent that these terms and conditions state otherwise, the Bank Accounts shall be subject to and governed by the respective prevailing terms and conditions relating to operation of the Bank Accounts and the terms and conditions governing the Bank Accounts operated through ATM or these any other devices or terminals for effecting withdrawal or transfer payment or deposit or transfer of funds by electronic means from time to time announced by the Bank, including any banking or foreign exchange regulations and terms and conditions in Mainland China.

15.16. Use of Dah Sing Credit Card 24-Hour Phone Banking Service System ("the System") (If available)

- (a) The Cardholder shall strictly follow such operating instructions for the use of the System as from time to time issued by the Bank;
- (b) The Bank is authorized to act on any Instructions which the Bank in good faith believes emanate from the Cardholder, and in no circumstances shall the Bank be liable to the Cardholder or the Company for acting in good faith and without negligence upon Instructions which turn out to have emanated from fraudulent or unauthorized persons and the Bank shall not be under any duty to verify the identity of the persons giving Instructions purportedly in the name of the Cardholder.
- (c) Any information given by the System is for reference only. The Bank shall not be liable or responsible for the sufficiency or accuracy of the information so given and the Bank reserves the right to update and vary such information from time to time and at any time.
- (d) In connection with the use of the System, the Bank makes no representations or warranties of any kind, including but not limited to any warranties of fitness for a particular purpose or merchantability, nor are any such warranties to be implied with respect to the information given or services furnished by or in connection with the use of the System. In the absence of negligence, the Bank shall not under any circumstances be liable or responsible in contract, tort or otherwise for any direct, indirect or consequential loss or damage (whether foreseeable or not) of whatever nature or extent arising out of or in connection with any act, omission, error (except in case of negligence or willful default) of the Bank in connection with the use by the Cardholder of the System including, but not limited to, the Bank acting upon any fraudulent and/or unauthorized instructions, any failure, delay or default on the part of the Bank due wholly or in part to defects, delays, malfunction, interruptions, failures or lack of security in any communication line, telephone, computer system or other equipment used for or in connection with the operation of the System or any cause beyond the Bank's control.
- (e) The Cardholder and the Company shall be responsible for all consequence of any Instructions and/or his use of the System and shall keep the Bank indemnified at all times against all claims, demands, actions, proceedings, damages, losses, costs and expenses (in reasonable amounts and were reasonably incurred and detailed breakdown of such costs and expenses shall be provided by the Bank at the request of the Cardholder and the Company) which may be brought against or incurred by the Bank and which arise directly or indirectly out of or in connection with his use of the System unless due to the willful default or negligence of the Bank such indemnity shall continue notwithstanding the termination of the Dah Sing Credit Card 24-Hour Phone Banking Service.
- (f) The Bank may (but shall not be obliged to) record and the Cardholder and the Company hereby consent to the Bank recording Instructions by writing and/or tape recording and/or any other method and such record of any Instructions shall be conclusive and binding on the Cardholder and the Company.
- (g) Nothing herein shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- (h) For the purposes of the foregoing, "Instructions" means any instructions given by the Cardholder or proposed to be given by the Cardholder for the use or in connection with the use of the System.
- (i) The Bank may at any time terminate the Dah Sing Credit Card 24-Hour Phone Banking Service without notice, without assigning any reason and without incurring any liability to the Cardholder and/or the Company.
- (j) No warranty is given by the Bank that any or all of the service mentioned herein would be available and the Bank may announce from time to time such service or additional services available as the Bank may deem appropriate.

16.17. Cancellation and Set Off Right

- (a) The Bank may (where the circumstances are considered reasonable) at any time suspend, withdraw, cancel or terminate the Card and/or any related services offered and/or disapprove any proposed Transaction and may not give any reason (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise). Although prior notice of any such step may be given, this will not always be possible. The Bank shall not be liable for any loss or damage of whatever nature suffered or incurred by the Company and/or the Cardholder whether directly or indirectly as a result of such suspension, withdrawal, cancellation, determination or disapproval unless caused by the Bank's negligence or willful default. The Company and Cardholder shall unconditionally and immediately upon demand return the Card to the Bank.
- (b) In addition to any right of set-off or other general lien or similar right to which the Bank may be entitled in law, the Company and the Cardholder hereby agree that the Bank shall have the right and is authorized to the fullest extent permitted by law, at any time and from time to time hereafter and, without prior notice to the Company and/or the Cardholder, to set-off and/or initiate transfers of and apply all or any of the credit balances (whether or not matured or due and payable or subject to any notice or not, and including property in the possession or control of the Bank) of the accounts (whether or not in Hong Kong or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Company and/or the Cardholder or jointly with another person, in or towards discharging the Company's and/or the Cardholder's liabilities to the Bank (including any amount paid to the Authority by the Bank with its own funds which should have been, but was not, a Collected Amount). Insofar as any of the sums may only be due to the Bank contingently or in future, the liability of the Bank or any Bank Group Company to the Company and the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. The Bank's right under this clause will most likely be exercised by the Bank if the Company and/or the Cardholder fails to repay any outstanding indebtedness due to the Bank. Where such combination, set-off or transfer require the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank as absolutely determined by the Bank (the details of which will be provided to the Company and/or the Cardholder upon request).

For the purpose of this clause Agreement, the expression "Bank Group Company" means the holding company of the Bank, any subsidiary of the Bank or of its holding company and all associated the branches, affiliates, or associated or related companies of the Bank.

17.18. Law and Language

- (a) This Agreement shall be construed by Hong Kong Laws and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts, and the terms herein may be enforced in any place where the Cardholder and the Company or his and its assets may be found.
- (b) If at any time, any of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.
- (c) Nothing in this Agreement shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- (d) This Agreement is written in both English and Chinese and in the event of conflict, the English version shall prevail.

18.19. Miscellaneous

- (a) Without prejudice to the other provisions of this Agreement, if the Cardholder shall be absent from Hong Kong for more than sixty days, arrangement shall be made to settle the Card Account prior to his/her departure.
- (b) Without prejudice and in addition to the Cardholder/Company's obligations under Clauses 13(a)-(d) hereof, the Cardholder and the Company will notify the Bank promptly in writing of any change in employment or office or residential address. In the case of change of employment of the Cardholder, the Bank reserves the right to terminate the Card Account or to open a new Card Account on any other terms.
- (c) For the avoidance of doubt, the obligations and liabilities of the Cardholder and the Company shall in any event be joint and several and both the Cardholder and the Company shall be liable to the Bank as principal debtor and obligor and not as surety.
- (d) These terms and conditions
 - (i) shall be binding upon each successor, personal representative and person lawfully acting on behalf of the Company and the Cardholder; and
 - (ii) are personal to the Company and Cardholder and rights or obligations may not be assigned but the Bank may assign or otherwise dispose of all or any of its rights and obligations hereunder and disclose necessary Personal Information and financial data of the Cardholder/Company and/or any Consenting Person to the assignee (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise).
- (e) The Bank may also transfer or delegate all or part of its duties and obligations hereunder to a third party it considers suitable. Such rights of assignment, transfer or delegation may be exercised without notice to or consent of the Company or Cardholder.
- (f) No failure to act, omission or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
- (g) Any statement, notice or demand given by the Bank hereunder shall be deemed to have been received by the Company and/or the Cardholder
 - (i) if by post, within two days of it being posted by prepaid post to the Company's and/or the Cardholder's last known address in Hong Kong or, if the Company's and/or the Cardholder's last known address is outside Hong Kong, within seven days of it being posted by prepaid post to such address; and
 - (ii) if by e-mail, immediately after transmitting to the Company's and/or the Cardholder's e-mail address last notified in writing to the Bank if the same was not returned undelivered.
- (h) Notwithstanding and without prejudice to Clause 16(f) herein, the Bank shall have the right to (but shall not be obliged to) record any telephone conversation between the Bank and the Cardholder and/or the Company.

20. Indemnity

Without prejudice to Clause 7(e) and Clause 14 herein, the Cardholder and Company agree to indemnify and hold harmless the Bank (and its officers and employees) against all claims, liabilities, damages, losses and reasonable costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of services under these terms and conditions and/or as a result of any default by the Cardholder and/or Company in the performance of these terms and conditions and/or the enforcement of these terms and conditions unless due to the negligence or willful default of the Bank (or its officers and employees) and this indemnity shall continue in effect notwithstanding the termination of any account relationship between the Cardholder and the Bank or between the Company and the Bank.

21. Specific Terms for e-Cheque Services

A. e-Cheques Services provisions - applicability and definitions

- (a) The aforesaid provisions ("Existing Terms") which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in these Specific Terms for e-Cheque Services. The provisions herein prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Services.
- (b) For the purpose of the e-Cheques Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

"Customer" means each customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.

B. Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services (whether in whole or in part) at the Bank's discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue e-Cheques and/or deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 3 below.
- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 4 below.
- (d) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include (but without limitation) the following (or any of them) by giving prior notice to the Customer:
 - (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
 - (iii) any fees and charges payable by the Customer for the e-Cheques Services.

C. e-Cheques Issuance Services

(a) Format of and steps for issuing an e-Cheque

- (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
- (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the Bank's respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
- (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.

(iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer's behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.

(b) e-certificate

(i) The Customer's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.

(ii) The Customer's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.

(iii) If the Customer chooses to produce the Customer's digital signatures by a general purpose e-certificate, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 3(b)(i) above.

(iv) The Bank may provide services relating to the specific usage e-certificate at the Bank's discretion. The Bank's services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer chooses to produce the Customer's digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:

(1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on the Customer's behalf as instructed by the Customer from time to time; and

(2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.

(v) In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.

(vi) An e-certificate is issued by the relevant certification authority. The Bank is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing the Customer's obligations under those terms and conditions.

(c) Sending e-Cheques to payees

(i) Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for the Customer's delivery to the payee. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.

(ii) The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:

(1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;

(2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and

(3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.

(iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank's sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Customer shall be obliged to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.

(d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 3(a)(i) above and Clauses 5(a) and 5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

D. e-Cheques Deposit Services

(a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.

(b) e-Cheque Drop Box Service

(i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.

(ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).

- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
- (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (c) The Bank's Deposit Channels
The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

E. Handling of e-Cheques, associated risks and the Bank's liabilities

(a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Restriction of the Bank's liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Services, including the Customer's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
 - (3) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (iii) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) The Customer's confirmation and indemnity

- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by the Customer under the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

1st January 2017

Annex 2 - Terms and Conditions of Dah Sing Business Card
“Cash Rebate” Scheme

- I. "Cash Rebate" is applicable to Cardholders of Dah Sing Business Card issued by Dah Sing Bank, Limited ("the Bank"). "Cash Rebate" earned will be credited to the relevant credit card accounts.
- II. "Cash Rebate" Scheme: Cardholders can enjoy HK\$1 Cash Rebate for every HK\$250 spending. "Cash Rebate" is only applicable to the transaction amount of retail purchases, and Octopus AAVS amount; but excluding the following transactions, including but not limited to cash advance, autopay, "Happy Installment" installment amount, Cash-in Plan amount, Branch Cash-in amount, balance transfer amount, Stocks Investment Savings Plan, "Payeasy" bill payment amount, "Jet Payment" payment amount, tax payment, interest-free monthly installment amount, "Tap & Go" top-up amount, cheque payment (if applicable), bank handling fee (including but not limited to annual fee, financial charge, late fee and cash advance handling fee, etc.), casino transactions, unposted / cancelled / refunded and all unauthorized transactions. The Bank reserves the final decision on the applicability of the "Cash Rebate".
- III. "Cash Rebate" earned by Cardholders will be credited into cardholders' relevant Dah Sing Business Card account. If customers cancel or charge off relevant transactions after posting of the "Cash Rebate", the Bank reserves the right to debit the amount equivalent to the value of "Cash Rebate" given to customers from the relevant credit card account without prior notice.
- IV. "Cash Rebate" earned in each statement cycle will be credited to credit card accounts in next statement cycle. "Cash Rebate" that posted into credit card account is only applicable for settling new purchases, and cannot be transferred or redeemed for cash.
- V. The Bank will determine the eligibility of Cardholder for entitlement of "Cash Rebate" based on the Cardholders' transaction records held with the Bank.
- VI. Cardholders are required to keep all relevant original sales slips. In case of any disputes, the Bank reserves the right to request Cardholders to submit the relevant original sales slips or other document for inspection. All sales slips submitted to the Bank will not be returned.
- VII. The Bank reserves the rights to delete, replace, add or amend these terms and conditions (including any applicable fees or charges) and to effect from time to time as specified by the Bank.