

DAH SING CREDIT / DEBIT CARD CARDHOLDER AGREEMENT ("CARDHOLDER AGREEMENT")
(including RMB Cards) –
For Dual Currency Credit Card and
World Mastercard Card

IMPORTANT: Please read this Cardholder Agreement carefully and make sure that you understand the terms and conditions before using or signing the Card (as defined below)

1. Definitions

(a) "Account Information" means any information relating to the Bank Account/Card Account 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) and any Authority. (c) "ATM" means an automated teller machine in operation in the Network. (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 the card issuer and includes its successors and assigns. (f) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank for effecting Banking Transaction. (g) "Banking Transaction" means a transaction effected through a Bank Account with the use of the Card and the PIN. (h) "Card" means, a Classic Visa Card, Gold Visa Card, Platinum Visa Card, Visa payWave Card, MasterCard Card, Titanium MasterCard Card, Gold MasterCard Card, Platinum MasterCard Card, World Mastercard Card, MasterCard PayPass Card, Internet Credit Card, RMB Credit Card, RMB Debit Card, Dual Currency Credit Card, a Supplementary or affiliate Card or any other Credit Cards or Debit Cards (howsoever described) issued by the Bank alone or in conjunction with another institution, which Card may be a physical Card or may comprise of a Card Account only. (i) "Card Account(s)" means the account opened and maintained by the Bank in connection with the use of the Card (including an account comprised in the Card). (j) "Card Transaction" means the supply of goods or services paid for by the use of the Card. (k) "Cardholder" means both the Principal Cardholder and Supplementary Cardholder. (l) "Debit Card" means a Card that can be used to obtain cash or make payment at a point of sale

by drawing on and debiting the Cardholder's available balance in the Card Account. (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) "Network" means the geographical locations designated by the Bank for Cardholder to access the ATM or to effect banking or Card Transactions. (q) "PRC" means the People's Republic of China. (r) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever. (s) "Personal Information" means the Cardholder's 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. (t) "Principal Card" means a Card issued to a Principal Cardholder. (u) "Principal Cardholder" means (in the case of a joint application for the opening of Card Account), the first Cardholder at whose request and in whose name a Card is issued. (v) "PIN" means the personal identification number issued to a Cardholder required to access a terminal/ATMs. (w) "RMB" means Renminbi, the lawful currency of PRC. (x) "RMB Card" means either a Credit Card or Debit Card using RMB as means of denomination and payment and for use in Mainland China. (y) "Statement" means a monthly statement of account sent by the Bank to a Cardholder (or the Principal Cardholder where there is a Supplementary Card), setting out the state of account in the Card Account. (z) "Supplementary Card" means a Card from time to time issued by the Bank to a Supplementary Cardholder at the joint requests of the Supplementary Cardholder and the Principal Cardholder. (aa) "Supplementary Cardholder" means a person to whom a Card is issued at the joint requests of the Principal Cardholder and that person. (bb) "Tax Information" in respect of the Cardholder 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 may from time to time give) relating, directly or indirectly, to the tax status of the Cardholder; (ii) Personal Information of the Cardholder; and (iii) Account Information. (cc) "Transaction" means any payment for supply of goods and/or services, cash advance, cash withdrawal or deposit or transfer, 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 or Visa payWave Transaction or UnionPay QuickPass Transaction. (dd) "MasterCard PayPass Transaction" or "Visa payWave Transaction" or "UnionPay QuickPass 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 10) 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" or "UnionPay QuickPass". (ee) 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 operations of the Bank Account are subject to the terms and conditions of this Agreement from time to time in force and the Cardholder agrees to be bound by the same by his application in writing or orally or by other electronic means and by his signature on or use of the Card (whether or not he has acknowledged receipt of the Card).

3. The Card and PIN

(a) The Cardholder shall sign the Card immediately upon receipt. (b) The Card is the property of the Bank and must be surrendered to the Bank upon demand. (c) The Cardholder shall at all times take reasonable care of the Card and the PIN and keep the Card safely under his personal control and the PIN secure and confidential to prevent fraud. In particular: (i) 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 wilful default or negligence. (ii) The Cardholder shall under no circumstances disclose the PIN to any person, or allow the Card and the PIN to be used by any other person. (iii) The Cardholder shall destroy the original printed copy of the PIN. (iv) The Cardholder shall in no circumstances write down the PIN on the Card or on anything usually kept with or near the Card. (v) The PIN shall always be disguised if written down or recorded in any form.

4. Use of the Card

(a) The Card is denominated in RMB or Hong Kong Dollars, 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 (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. (b) The Card may be used:- (i) within the credit limit notified by the Bank to the Cardholder from time to time (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) and in case of Debit Card, within the credit balance of the Card Account maintained with the Bank, and (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

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

Company, whether singly held by the Cardholder or jointly with another person, in or towards discharging the Cardholder's liabilities to the Bank. 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 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 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 Cardholder upon request). For the purpose of this Agreement, the expression "Bank Group Company" means the holding company of the Bank, any subsidiary of the Bank or its holding company, and the branches, affiliates, or associated or related companies of the Bank. For the avoidance of doubt, the Bank may set off the debit balance in the Card Account of the Supplementary Cardholder against the credit balance in the Bank Account of that Supplementary Cardholder but the debit balance in the Card Account(s) of the Principal Cardholder or other Supplementary Cardholders shall not be set off against such credit balance of a Supplementary Cardholder. (h) Notwithstanding anything contained in this Agreement, where any Supplementary Cards are issued (i) the Principal Cardholder shall be liable for all sums payable by the Principal Cardholder and any Supplementary Cardholder under this Agreement or otherwise due to the Bank in respect of the Card Accounts (including increase in credit limit); and (ii) each Supplementary Cardholder who is not a minor shall be liable for all sums payable in respect of Transactions made by him. (j) 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. (j) The Cardholder's payment or deposit 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. (k) 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, 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 the currency of the relevant Card Account, such a payment shall be converted into 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. (l) Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all collection, administrative or handling fees for processing such bank draft or instrument will be credited into the Card Account.

10. 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 (including both the Principal Card and/or the Supplementary Card) or disclosure of the PIN to any unauthorized person. The Principal Cardholder and the Supplementary Cardholder shall be responsible for all Transactions, costs and damages effected or caused by the use of the Card whether or not authorized by the Cardholder (including either the Principal Cardholder or the Supplementary Cardholder). (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 Credit Card Account and in circumstances described above and does not cover cash advance, or Debit Card, 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.

11. Amendments and Additions

(a) The Bank hereby reserves the right to amend the terms and conditions hereof including without limitation the rates of interest charges or currency conversion or other fees and

as the Bank may think fit, and to approve any Transaction which may cause the credit limit to be exceeded. 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). (c) The Cardholder's right to use the Card shall determine forthwith:- (i) in the events mentioned in Clause 12 hereof; or (ii) in the event of loss or theft of the Card. **(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 for a fee.** (e) Use of the Card shall be subject to the terms and conditions current at the time of use, including any amendments or additions including foreign exchange controls provided in Clause 9 herein for RMB Cards. (f) The Card shall not be used for any unlawful purposes or activities including payment for any illegal betting and the Bank has the absolute discretion to refuse to 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 7(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.

5. Sufficient Funds

In case of Debit Card, the Cardholder undertakes to ensure that there will be sufficient available funds in the Card Account and/or Bank Account at the time when a Transaction is to be performed by use of the Debit Card and the Bank has the absolute discretion to refuse to approve a Transaction when there is insufficient available funds in the Card Account/Bank Account. **Where any such Transaction has been effected by the Bank despite the insufficiency of available funds, the Cardholder undertakes to repay to the Bank immediately on demand such amount so overdrawn or exceeded together with interest at such rate and such special levy as the Bank may determine from time to time.** If the Card Account shows a credit balance, the Bank may, but is not obliged to, permit interest to be earned on a daily basis and credited to the Card Account on every Statement day.

6. Billing

(a) The Bank will issue to the Cardholder a Statement of the Card Account on monthly basis with record of all Transactions effected by the use of the Card and the annual fees, interest, service or other charges payable unless there has been no Transaction and no outstanding balance on the Card Account since the last Statement, or the balance as at the date on which the Statement should otherwise be sent is less than such amount as may be notified by the Bank from time to time. (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 (in respect of both the Principal Card and Supplementary Card where applicable) as at the date of Statement; (ii) the payment due date; (iii) the minimum payment required; (iv) (where a Transaction is incurred or processed in a currency other than the currency of the Card Account comprised in the Card) the Hong Kong dollar or (in the case of RMB Card) 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 the Cardholder agrees 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 (or to the Principal Cardholder only where there is a joint account) by mail or such other means as may be determined by the Bank. However, if the Cardholder has advised the Bank that he does not require the Statement to be sent to him, the Statement may, at the discretion of the Bank, not be sent to the Cardholder but the Cardholder 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 Customer 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.**

7. Charges

(A) Minimum Payment Due (a) The Cardholder agrees to pay the minimum payment due as shown in the Statement on or before the payment due date as indicated in the Statement. In case of "Debit Card", the minimum payment due 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 may pay any amount in excess of the minimum payment due. Unless the Cardholder pays the full amount of the outstanding balance, a finance charge will be made in accordance with Clause 7C herein. (b) Credit Excess (a) For Debit Card, there are no credit facilities. In other cases, the Card Account shall be subject to a credit limit determined by the Bank from time to time. (b) The Cardholder agrees to reimburse the Bank forthwith any amount in excess of the credit limit (if applicable) or in case of Debit Card, the entire amount standing to the debit of the Card Account when the Card Account shows a debit balance and not later than the payment due date specified in the Statement. (c) The Cardholder shall pay a special levy (in an amount determined by the Bank from time to time) on each occasion the credit limit or the available credit balance (as the case may be) is exceeded. (C) Finance Charge (a) No finance charge (other than finance charge on credit card cash advances calculated from date of credit card advance) will be charged on the relevant Card Account shown in the Statement provided that the Cardholder pays the full amount not later than the payment due date and for Debit Card, the entire debit amount. (b) For credit card holders and if the Cardholder elects to make payment of the minimum payments due as stated in the Statement in respect of a Card Account (and in case of Debit Card where the Cardholder fails to make payment of the entire debit balance in the Card Account as shown in the Statement), a finance charge will be made on: (i) the full amounts of the Statement balance in the relevant Card Account (or debit balance for Debit Card) as from date of the Statement until repayment by the Cardholder; and (ii) the amount of all new Transactions in respect of the relevant Card Account (other than credit card advance the finance charge of which is calculated from date of cash advance) from date of the respective transaction dates of the new Transactions, notwithstanding that such new Transactions are not due for repayment. In case of cash withdrawal by the use of Debit Card, any withdrawal above the available balance will incur the finance charge calculated from the date of cash withdrawal. (c) The finance charge will be at such percentage per month as announced by the Bank (with an annualized percentage rate equivalent calculated in accordance with the Code of Banking Practice) calculated on a daily basis, provided that if there is any delinquent records during a specified period, the finance charge will be of a higher percentage per month as announced by the Bank, and provided further that the finance charge for Platinum Cardholder shall be such applicable alternative rate as offered by the Bank at its discretion and accepted by the Cardholder. (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 if the Cardholder fails to make payment of the minimum payment

due on the payment due date as indicated in the Statement. (E) Cash Advance /Cash Withdrawal Fee (a) The Cardholder can obtain cash by way of advance and for Debit Card, by way of withdrawal from any branches of the Bank or other Network locations or terminals as specified by the Bank from time to time. (b) The amount of the cash advance or cash withdrawal (as the case may be) shall be within the credit limit of the Card Account (in case of Debit Card, the available credit balance of the Card Account/Bank Account) and the daily withdrawal limits of any terminals operated or designated by the Bank and for RMB Card subject to the provisions of Clause 9 hereof. (C) A cash advance/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 at such rate as the Bank may from time to time determine will be charged to the Card Account every year on a date stipulated by the Bank. (G) Return Cheque/Reject Autopay Charge. A handling fee as announced by the Bank will be charged for any cheque issued in settlement of account or for Debit Card, issued for deposit to the Card Account which is dishonoured or in relation to any autopay authorization which is either dishonoured or revoked without the consent of the Bank. (H) Cheque Facilities Handling Fee. A handling fee (but subject to minimum fee) at a rate as the Bank may determine from time to time shall be charged for any cheque issued in connection with the Card Account.(I) Miscellaneous Charges. The Bank may in appropriate circumstances also charge the Cardholder 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. (J) 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 Visa International, MasterCard International and/or China UnionPay and for a fee as announced by the Bank, Visa International, MasterCard International and/or China UnionPay. Any such fees and charges shall be debited into the Card Account.

8. Payment/Deposit/Set-off

(a) For Debit Card, payment or deposit received by the Bank will only be credited to the Card Account after due verification and such verification may not take place on the same day, and the amount credited to the Card Account will be available for use only after collection and/or one business day after the credit (whichever is later). (b) For Credit Card, payment received in excess of the minimum payment due shall be applied first towards interest or finance charges; and secondly towards

method of payment or deposit 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, 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, the Bank shall give at least 30 days' prior notice to the Cardholder unless it is not practicable for the Bank to do so. In such other cases, reasonable notice shall be given. (b) If the Cardholder does not accept such amendments or additions, the Cardholder shall 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 11(b) hereof, he 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 deemed served on the day after posting, or by email or SMS message, or by display at its branches, website, press advertisement or otherwise, stipulating a date on which such amendment or addition shall take effect.

12. Breach and Termination

(A) In the event of any breach of the terms of this Agreement the Cardholder (in case of joint account both the Principal Cardholder and the Supplementary Cardholder) shall 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 of a reasonable amount and reasonably incurred and collector fee of a reasonable amount and reasonably incurred) arising out of the use of the Card by the Cardholder (or in case of joint account by either the Principal Cardholder or the Supplementary 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 14(C) of this Agreement). (B) Termination (a) Use of the Card (including the Card Account) shall be terminated without notice upon the death, bankruptcy, insolvency of the Cardholder or upon any other reasons deemed fit by the Bank. (b) The Bank reserves the right to 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 may suffer directly or indirectly as a result of such termination

or disapproval unless caused by the Bank's negligence or wilful default and whereupon the Cardholder is to surrender the Card on demand. (c) (i) The Principal Cardholder may at any time terminate the use of the Card (which includes both the Principal Card and the Supplementary Card). (ii) A Supplementary Cardholder may at any time terminate the use of the Supplementary Card. (iii) Any notice by a Cardholder shall be in writing and returning the Card (both the Principal Card and the Supplementary Card as the case may be) and both the Principal Cardholder and Supplementary Cardholder 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). PROVIDED THAT while the Principal Cardholder can be held liable by the Bank for the debts of the Supplementary Cardholder, the Supplementary Cardholder shall not be liable for the debts of the Principal Cardholder or other Supplementary Cardholders. However, the Supplementary Cardholder shall always be liable for the debts arising out of the Transactions effected by him. (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 for whatever reason, the provisions of Clause 12A(i) and (ii) shall apply.

13. Exclusion of Liability

13.1. The Bank and/or any Bank Group Company shall be under no liability whatsoever to the Cardholder 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 12 herein; (h) the Bank doing any act or taking any actions pursuant to Clause 14 of this Agreement; and/or (i) any injury to the credit character and reputation of the Cardholder 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.

13.2. Notwithstanding in Clause 13.1 of this Agreement shall exempt the Bank or any Bank Group Company (as the case may be) from liabilities where there is wilful default or negligence or where such exclusion is prohibited by the laws of Hong Kong.

14. Disclosure and Use of Information**(A) Provision of Information**

- The Cardholder shall provide the Bank with his Personal Information in such form and within such time as the Bank may require from time to time for the Bank and any Bank Group Company to comply with the Applicable Laws and Regulations.
- Where there is a change or addition to the Customer's Personal Information, the Cardholder 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).
- The Cardholder shall complete and sign such documents and do such things in relation to his obligation under Clause 14(A)(a)-(c) of this Agreement as the Bank may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.

(B) Disclosure of Information

The Customer 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 Tax Information, 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, the Cardholder waives 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.

(C) Failure to Provide Information

Notwithstanding any other provisions of this Agreement, the Cardholder agrees that:-

- where the Cardholder fails to comply with his obligations under Clause 14(A) - 14(B) of this Agreement;
- where the Personal Information of the Cardholder is inaccurate, incomplete, or not promptly updated; or
- 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 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:

- 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 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 with respect to such amounts or payments;
- block or freeze the Bank Account/Card Account, 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 entirely or in part by giving notice to the Cardholder;
- provide (whether before or after termination of the Bank Account/Card Account) the Tax Information relating to the Cardholder 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
- take any actions necessary or useful to the Bank in exercising any rights of the Bank under this Clause 14(C) of this Agreement.

(D) The Bank may from time to time send to the Cardholder its Notice to Customers relating to Customers' Data. 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 Clause 14(B) of this Agreement, the Bank may use the data of the Cardholder for such purposes and disclose the same to such classes of persons as set out in such Notice from time to time.

(E) Without prejudice and in addition to Clause 14(B) of this Agreement, the Cardholder agrees that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of the Cardholder's liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to the Cardholder, the monthly statements and such other data of the Cardholder as the Bank may deem fit.

(F) The Cardholder will obtain the prior consent of his referees before giving their names and other personal data to the Bank.

15. Expenses of Enforcement

The Cardholder acknowledges that the Bank may appoint agents for the collection of any money due by the Cardholder and without prejudice to the indemnity in Clause 8(e) herein, the Cardholder agrees 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).

16. ATM Facilities

Except to the extent that these terms and conditions require otherwise the Bank Accounts shall be governed by the respective prevailing rules and regulations of the Bank Accounts and the rules and regulations governing the Bank Accounts operated through ATM or any other devices or terminals in the Network for effecting 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 in Mainland China.

17. Cheque Facilities (only applicable to Debit Card)

(a) The Bank shall send cheque books to the Cardholder in person, or forward it by messenger, by post or through such other means as it deems fit to the Cardholder's address or such other address as may be specified by the Cardholder at his own risk according to his instruction. (b) The Cardholder shall keep its cheque books safe and secure at all times. The Cardholder shall immediately notify the Bank on discovering loss of any signed cheque, blank cheque or cheque book. No blank cheque should be given to any other person. No cheque should be pre-signed in blank. (c) The drawn amount of each cheque shall be posted to the designated Card Account in which the amount shall not exceed the available credit limit (or available credit balance in case of Debit Card) of the Card Account. (d) The Cardholder should exercise care when drawing cheques so as to avoid alteration and prevent fraud or forgery. All cheques must be written in non-erasable ink or ball-point pen in Chinese or English. The amount both in words and figures should be inserted as close as possible to the left hand margin so that there is no space for insertion. The word "only" should be inserted after the amount stated in words. (e) Any alteration on a cheque will not be accepted unless it is confirmed by the signature of the drawer near such alteration. (f) The Bank shall be entitled to pay or reject a cheque, which may cause the connected Card Account to be overdrawn. A service charge will be imposed by the Bank in respect of each dishonoured cheque. (g) The Bank shall be entitled to return any cheque which is incorrectly completed, altered without authorization or which bears a date subsequent to or more than 6 months prior to the date of presentation. (h) Cheques provided by the Bank will remain the property of the Bank. (i) The Cardholder understands that a "bearer" cheque is payable to the bearer of

the cheque while an "order" cheque is payable to the payee named in the cheque only. Further, "crossed" cheque may only be paid through bank accounts. Accordingly, when sending cheques through mail or otherwise, the words "or bearer" on the cheques should be deleted and the cheques should be crossed with two parallel transverse lines. (j) Any request or instruction to stop payment of cheques should be given in writing by the Cardholder before the cheque has been paid with such particulars as may be required by the Bank, such as cheque number, amount, payee and date of issue. The Bank may impose such handling charge as it may determine in respect of each request or instruction to stop payment. (k) Cheques drawn by the Cardholder which have been paid may, after having been recorded in electronic form, be retained by the collecting bank of Hong Kong Interbank Clearing Limited for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed. The Bank is authorized to contract with collecting banks, Hong Kong Interbank Clearing Limited and other persons in accordance with the aforesaid. (l) Cheques cannot be used to effect withdrawals of cash or transfer of funds over the counter and will only be honoured by the Bank after clearing. (m) Notwithstanding the agreed credit limit, the Bank may at any time with or without notice, and without giving any reason or liability on the part of the Bank, terminate the cheque facilities and refuse to honour any cheque drawn. The Cardholder agrees to pay a service charge for any dishonoured cheque and to refund with interest the amount of any cheque so paid by the Bank despite termination of the facilities and to indemnify the Bank for any loss, damages, liabilities or claims in connection with the drawing of any such cheque. (n) Nothing herein shall exempt the Bank where there is negligence or wilful default.

18. Insurance Policy (only applicable to Credit Card (only applicable to Credit Card (UnionPay Credit Card (including but not limited to Dual Currency Credit Card and RMB Card) excluded))

The following provisions shall apply where the Cardholder has elected to join the Optional Payment Protection Plan. Notwithstanding anything mentioned herein, such payment protection plan shall not be applicable to Debit Card and UnionPay Credit Card (including but not limited to Dual Currency Credit Card and RMB Card). (a) Where there is no breach of the terms of the relevant insurance policy ("the Insurance Policy") or the terms of this Agreement and provided that no premiums are in arrears, the Bank agrees (i) in the event of the Principal Cardholder's death, to arrange payment by the Insurer to the Bank of the entire balance due on the Card Account at the date of the Bank's receipt of Notice of Death subject to an absolute maximum as announced by the Bank but excluding any charges mentioned above; (ii) in the event of the complete inability of the Principal Cardholder, as a result of injury or sickness to perform for remuneration each and every duty of his/her own occupation, (such a disability must continue for not less than 30 days in duration and be certified by a registered medical practitioner and his/her employer), to

arrange payment by the Insurer to the Bank of the minimum payment due in the Statement for a maximum period of 12 months and up to an upper limit of all claims under this benefit of a sum stipulated by the Bank. But pre-existing conditions are excluded. (b) The cover under the Insurance Policy has no surrender value and the Bank or the Insurer reserves the right to terminate the cover under the Insurance Policy due to the Cardholder's breach of these terms herein or failure to pay premiums due. (c) Claims shall be made to the Bank in writing. Such claims will be paid provided that the Principal Cardholder is covered by the terms of the Insurance Policy and satisfactory evidence of the claim is received. (d) The Insurance Policy covered by this Agreement is governed by the Master Policy whether or not the Cardholder has been supplied with a copy of the Master Policy. The Master Policy is available for inspection on request at the Head Office of Dah Sing Life Assurance Company Limited at normal business hours and a copy of which is available for inspection at the office of Dah Sing Life Assurance Company Limited in Hong Kong currently situated at 17/F, Island Place Tower, 510 King's Road, North Point, Hong Kong at the normal business hours upon request. (e) The Insurer reserves the right to require the Cardholder to undergo such medical or other examination as the Insurer may require. (f) The cover under the Insurance Policy is underwritten by Dah Sing Life Assurance Company Limited (a company incorporated in Bermuda with limited liability and having its office at 17/F, Island Place Tower, 510 King's Road, North Point, Hong Kong). (g) The cover under the Insurance Policy will be automatically cancelled if the minimum payment due is not paid within sixty days after payment due date. Reinstatement of the cover shall be on such terms as the Insurer may decide from time to time. (h) The Cardholder agrees to pay such premium as required for the cover under the Insurance Policy as notified by the Bank from time to time.

19. Credit Card "Cash Reward" Program ("the Program") (only applicable to Credit Card)

(A) The Program is applicable to Credit Cards only and the terms and conditions herein shall be applicable to all Cardholders who are entitled to participate in the Program provided that there is no breach of the main terms and conditions governing the use of the Card issued by the Bank. (B) Depending on the amount of interest incurred and the volume of transaction in the Card Account including any new spending (other than cash advances) since the last statement and purchases for goods and services, the Bank would grant reward to the Cardholder by awarding him "Cash Reward." (C) Cash Reward are calculated (a) on the statement date and rounded down to the nearest unit for calculation; (b) by using different formulas for interest incurred and retail spendings by reference to the amount of interest billed and the dollar volume of new spending or such other sums as the Bank may announce from time to time; (c) based on the retail purchase and interest billed of every single transaction under individual Card Account (including all Principal and Supplementary or

Affiliated Cards). The Cash Reward will also be reported in different lump sums with respect to different currencies. (i) Cash Reward will stop to be awarded where there are two or more delinquency payments in any period of twelve months (or such period as the Bank may announce) prior to date of Cash Reward; and (ii) the Bank may reverse any cash awarded in circumstances other than those mentioned in Clause (E)(b) herein without any reason being given. (D) Cash will be credited to the appropriate Card Account on the first working day after statement date irrespective of the amount of Cash Reward awarded and irrespective of whether the Card is that of the Principal or Supplementary Cardholder. (E) Cash Reward credited (a) shall not be redeemable as cash and no demand for payment will be allowed; (b) will be forfeited and no claim whatsoever shall be made; (i) if the Card Account is closed or otherwise terminated (whether by the Bank or not) pursuant to the main terms and conditions governing the use of the Card; or (ii) if the Program is terminated by the Bank by notice; or (iii) if the Principal Cardholder dies. (F) The Bank may: (a) award Cash Reward to a particular Cardholder on such terms as the Bank deems fit or grant extra Cash Reward as announced from time to time on retail purchase transactions on specified dates and in the case of Platinum MasterCard, the alternative of spendings at selected merchant outlets (where a special ratio will be given and no additional cash rebate will be granted on specified dates); (b) debit the Card Account by the credited amount and make the necessary adjustment if any cash reward awarded were irregularly obtained by the Cardholder including fraud; (c) vary the terms herein or terminate the Program (in whole or in part) at any time with or without notice and the Cardholder shall have no claim whatsoever against the Bank. (G) Cash Reward awarded shall not be transferable or assignable, and in the case of Platinum MasterCard and any other credit cards issued by the Bank in conjunction with other institutions or as announced by the Bank from time to time (and notwithstanding any references to Cash Reward granted on interest incurred and billed mentioned under this Clause), and no Cash Reward will be made on interest payment, unless the Bank announces otherwise. (H) The terms and conditions contained herein shall form part of the main terms and conditions governing the use of the Card and be construed accordingly.

20. Use of Credit Card 24-Hour Customer Service Hotline ("the System")

The System is applicable to both Credit and Debit Cards. (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 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 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 wilful 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 shall be responsible for all consequences 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 Cardholder's request) 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 wilful default or negligence of the Bank such indemnity shall continue notwithstanding the termination of the Credit Card 24-Hour Customer Service of the Bank. (f) The Bank may (but shall not be obliged to) record and the Cardholder hereby consents 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. (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 purported 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 Credit Card 24-Hour Customer Service without notice, without assigning any reason and without incurring any liability to the Cardholder. (j) The Cardholder acknowledges and agrees that the Cardholder can operate all other accounts opened with the Bank through the Credit Card Customer Service of the Bank.

21. 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 or his assets may be found. (b) If at any time, any of these terms and conditions is or become 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.

22. 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's obligation under Clause 14(A) of this Agreement, the Cardholder will notify the Bank promptly in writing of any change in employment or office or residential address. The Cardholder shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank. (c) The Principal Cardholder and the Supplementary Cardholder will be informed of the means by which a Supplementary Card may be cancelled and suspended including the need to return the Supplementary Card to the Bank as soon as possible. (d) The Cardholder acknowledges that the Bank has outsourced certain parts of its operation and functions to designated service providers and therefore his data may be processed and maintained by other service providers of the Bank. (e) Any statement, notice or demand given by the Bank hereunder shall be deemed to have been received by the Cardholder (i) if by post, within two days of it being posted by prepaid post to the Cardholder's last known address in Hong Kong or, if 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 Cardholder's e-mail address last notified in writing to the Bank if the same was not returned undelivered. (f) In case of renewal or replacement of Card, Banking Transaction or Card Transaction effected by the use of the new Card or through the Card Account shall be sufficient act of validation of such Card notwithstanding any other requirements, stipulated by the Bank.

23. Assignment of Rights (For ANA Card HK Visa Platinum only)

The Bank shall be entitled to assign at any time all or any of its rights hereunder without the consent of the Cardholder and to disclose necessary Personal Information and financial data of the Cardholder to the assignee (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise).

24. 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 Accounts 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.