

## Dah Sing Credit Card Cash-in Plan Terms and Conditions

1. Dah Sing Credit Card Cash-In Plan (the "**Plan**") is only applicable to the cardholders of Credit Cards issued by Dah Sing Bank, Limited (the "**Bank**") and except cardholders of Supplementary Card, Renminbi Credit Card, Corporate Card, Cash Card, Debit Card, Spending Card, Go Smart Card, Private Label Card, Purchasing Card, Gift Card, International Student Identity MasterCard, International Teacher Identity MasterCard, RMB Credit Card account of CUP Dual Currency Credit Card and Balance Transfer Account of the Bank (the "**Eligible Card(s)**") and no other credit card reward programs (including (but without limitation) "Instant Cash Reward", "Cash Rebate" or "Bonus Point Scheme" and "Mileage Reward" Program) shall be made available for the Plan and in particular, the Monthly Repayment Amounts (defined below).
2. Application for the Plan (the "**Application**") may be made by a cardholder of an Eligible Card (the "**Applicant**") over the telephone or at any one of the Bank's branches or through other sales channels (including (but without limitation) the Internet) as may be offered by the Bank from time to time and upon his/her Application, he/she will be deemed to have accepted these Terms and Conditions.
3. The granting of the loan by the Bank is subject to the information provided by the Applicant, which must be true and accurate, and is contingent upon the credit record of the Applicant having met the credit requirements of the Bank.
4. The loan amount to be borrowed under the Plan by the Applicant shall not exceed the available credit limit of the relevant Eligible Card of the Applicant.
5. The Application is irrevocable and cannot be withdrawn by the Applicant once it is accepted and confirmed by the Bank (the "**Successful Application**"). The Bank may reject any Application at its sole and absolute discretion and without giving any reason therefor. The Bank may in its sole and absolute discretion determine the final loan amount (as opposed to the loan amount applied for) (the "**Loan Amount**") to be granted to and the relevant monthly handling fee (the "**Monthly Handling Fee**") to be payable by the Applicant of a Successful Application (the "**Successful Applicant**").
6. Upon Successful Application, the Bank shall disburse the Loan Amount to a bank account in Hong Kong as designated by the Successful Applicant for his/her own use (the "**Disbursement**"). For the purpose of the Disbursement and as a result of the Bank's making the Disbursement available to the Successful Applicant the Loan Amount and total Monthly Handling Fee (the "**Total Handling Fee**") of the Plan (collectively, the "**Outstanding Balance of the Plan**") will be deducted from the available credit limit of the relevant Eligible Card of the Successful Applicant (the "**Card**") and the Successful Applicant shall make repayment of the Outstanding Balance of the Plan by way of monthly instalments in accordance with the Loan Repayment Schedule Notice annexed to the Confirmation Letter (defined below).
7. On or after the Disbursement, a confirmation letter shall be issued to the Successful Applicant recording the details of the Plan made available to the Successful Applicant as a result of his/her Successful Application (the "**Confirmation Letter**"). The Confirmation Letter shall form part of the agreement between the Successful Applicant and the Bank in respect of the Plan granted under the Successful Application of the Successful Applicant. The Confirmation Letter shall contain, inter alia, the details of the relevant Loan Amount, Monthly Handling Fee, Total Handling Fee, date of Disbursement and repayment information. On the other hand, the Loan Repayment Schedule Notice

shall contain, inter alia, the monthly repayment amounts to be repaid by the Successful Applicant for the Outstanding Balance of the Plan (the "**Monthly Repayment Amount(s)**"), which is calculated by dividing the Outstanding Balance of the Plan as of the Disbursement by the number of tenor agreed by the Successful Applicant.

8. The Monthly Repayment Amounts shall be charged to the Card and appear in the monthly statement of the Card as a credit card transaction, which shall be subject to the Dah Sing Credit / Debit Card Cardholder Agreement (including RMB Cards). For the avoidance of doubt, the Bank may, in respect of the Monthly Repayment Amount, at its sole and absolute discretion apportion the repayment amounts for the Loan Amount and Total Handling Fee thereof. Moreover, should there be any decimal place in the Monthly Repayment Amounts, it will be rounded up to the nearest dollar.
9. In case of early settlement of the Outstanding Balance of the Plan, the Successful Applicant shall forthwith repay all the remaining but not yet paid Outstanding Balance of the Plan and pay an Installment Plan Cancellation Fee of HK\$300.
10. The Applicant confirms that all information provided to the Bank in respect of the Application is true and correct and authorizes the Bank to verify any source the Bank may choose.
11. The Applicant acknowledges that the Applicant has received a copy of the Bank's Notice to Customers relating to Customers' Data (the "**Notice**") and agrees to allow the Bank to use the data or information given by the Applicant to the Bank for the purposes referred to in that Notice and to disclose such data or information to the persons referred to in that Notice for the purposes referred to in that Notice.
12. In addition to the permitted handling of consumer credit data under the Code of Practice on Consumer Credit Data (the "**Code**") by reference to credit reference agency and debt collection agency, the Applicant hereby consents (so far as is permissible at law) to the collection, use, processing and transfer of and access to personal and account data of the Applicant between the Bank and its contractors or outsourced agents and including Bank Group Company (as defined below) as well as other financial institutions, debit or credit card issuers and in connection with the lawful business of such entities including but not limited to the provisions of credit, credit review, credit scoring or matching.
13. The provisions in the Code concerning the Bank's continuing obligation during or upon termination of the Plan and the right of the Applicant to access and to delete shall equally apply to the handling of data mentioned in clause 12 hereof.
14. In connection with the consideration of the Applicant's Application, the Bank has been provided with and considered a credit report on the Applicant provided by the following credit reference agency. Should the Applicant wish to contact such credit reference agency for the purpose of making a data access request or data correction request under the Personal Data (Privacy) Ordinance, the Applicant may do so by contacting the following credit reference agency directly: TransUnion Limited, Consumer Relations Department, Suite 811, 8th Floor, Tower 5, The Gateway, 15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong (Telephone Hotline: (852) 2577-1816 Fax: (852) 2578-4425).
15. If the aforesaid credit reference agency agrees to comply with a data correction request made by the Applicant, the Bank will, if the Applicant so requests, use a new credit report obtained from such

credit reference agency including the corrected data as a basis for reconsideration of the Applicant's Application.

16. Without prejudice to the generality of clause 12 above, the Applicant hereby authorizes the Bank to contact any party (including but not limited to any credit reference agencies, debt collection agencies, financial institutions or similar service providers) as the Bank deems necessary for verification and/or to disclose to or obtain from and exchange or share with any party any information of the Applicant and/or any matter relevant to the Plan granted to the Successful Applicant at any time without further reference to or consent from the Applicant/Successful Applicant for the purpose of carrying out (a) credit approval, review, risk assessment and/or other status checks; (b) assistance in debt collection; and (c) any matters relating or incidental to the grant of the Plan.
17. The Applicant undertakes to advise the Bank whether:
  - a) the Applicant is a relative, spouse or trustee of any director, former director (within past 12 months), controller (as defined below) or employee of any member of the Bank Group (as defined below) ; or
  - b) any of the directors or controllers of the Bank or any relative of such directors or controllers is a guarantor of the Applicant.
18. The Applicant represents and warrants that, in the absence of the advice mentioned in clause 17 above, the Applicant is not so related. The Applicant undertakes to advise the Bank in writing should the Applicant becomes so related subsequent to the grant of the Plan.
19. For the purpose of clause 17 above, "**controller**" refers to any person directly or indirectly holding 10% or more of a company's issued shares; "**Bank Group**" refers to Dah Sing Banking Group Limited, its subsidiaries, affiliates and other entities (including their subsidiaries, affiliates and special purpose entities) over which Dah Sing Banking Group Limited is able to exert control; and "**affiliates**" refers to any entity in which a controller of Dah Sing Banking Group Limited (including but not limited to Dah Sing Financial Holdings Limited) (i) has a beneficial interest in, or controls, 50% or more of the total number of ordinary shares; or (ii) is entitled to exercise, or control the exercise of, 50% or more of the voting power.
20. Notwithstanding any provision to the contrary in these Terms and Conditions, the Bank expressly reserves the right at its sole and absolute discretion at any time with or without prior notice: -
  - a) to increase, reduce, cancel, suspend, withdraw, terminate and/or modify the Plan or any part or parts thereof whether used or unused;
  - b) to exercise the overriding right of demand to the repayment of the Loan Amount or any part or parts thereof;
  - c) to charge additional handling fees in such sum, by such payment method and for such period(s) as decided by the Bank from time to time; and/or
  - d) to increase and / or vary the handling fees applicable to the Plan.
21. The Successful Applicant shall inform the Bank as soon as possible of any difficulty in repaying any Outstanding Balance of the Plan to the Bank. The Applicant shall also promptly inform the Bank in writing of all changes in employment, residential address or telephone number of the Applicant.

22. The Successful Applicant may not assign the whole or any part of his/her rights under these Terms and Conditions. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under these Terms and Conditions to such person as it deems fit.
23. All notices, statements or correspondences given by the Bank may be sent by ordinary post to the Applicant's last known address and shall be deemed to have been delivered immediately after posting. All notices or correspondences given by the Applicant shall be deemed to have been received upon actual receipt by the Bank.
24. In the course of providing the services under these Terms and Conditions, the Bank may record verbal instructions received from the Applicant and/or any verbal communication between the Applicant and the Bank.
25. All terms and conditions herein are subject to the provisions set out in the relevant Confirmation Letter. Any terms and conditions (including fees and charges) of the Plan may be altered from time to time by the Bank at its sole and absolute discretion. The Bank will, without prejudice to clause 20 above, notify the Successful Applicant of such alteration by written notice sent to the Successful Applicant's last known address notified to the Bank, or by any other channels that the Bank may deem fit under different circumstances.
26. Any provisions of these Terms and Conditions which are invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions.
27. No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.
28. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Nothing in these terms and conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the aforementioned Ordinance.
29. These Terms and Conditions are governed by and construed in accordance with the law of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
30. In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.

Dah Sing Bank, Limited  
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