

大新信用卡持卡人合約之主要使用條款

客戶須特別注意下列主要條款之重要性及其責任：

- (1) 持卡人可在收取信用卡時須即時在卡上簽署。
- (2) 信用卡及其私人密碼必須妥善存放及保密以防止詐騙及被非授權人使用或被披露。如有違犯，持卡人須為所有交易負上全部責任。
- (3) 持卡人須支付月結單上之到期最低付款額，如不遵從，銀行會收取罰款。
- (4) 如過違約的情況，持卡人必須全數支付銀行在追收行動中之合理律師及其他費用。
- (5) 在涉及詐騙或顯著疏忽的情況下，持卡人須負責履行承受之一切損失。
- (6) 假如持卡人在合理可行情況下儘快向銀行報告任何信用卡之遺失或被竊並已小心及真誠地行事，及在沒有涉及詐騙或顯著疏忽的情況下，持卡人最高之責任將不超過港幣500元。
- (7) 每月結賬單將在其發出日期起計60天後為有效及有決定性，除非持卡人在此期間內通知銀行有關任何非授權之交易。
- (8) 銀行有權可以在沒有事前通知情況下，抵銷或轉移持卡人在銀行任何性質之戶口內之任何存款，用作清還所有使用信用卡之欠款。
- (9) 主卡持有人須要為附屬卡持有人及其名下所有八達通自動增值賬戶（包括但不限於「合家歡」八達通自動增值賬戶）對銀行之欠款負責，而附屬卡持有人則不用為主卡持有人或其他附屬卡持有人的欠款負責。但附屬卡持有人必須為其附屬卡戶口對銀行之所有欠款負責。
- (10) 儘管有任何相連的條款，銀行保留沒收權利向持卡人作即時還款之要求。
- (11) 假如持卡人不同意銀行在「持卡人合約」條款所作出的任何修改，持卡人可在修改生效日前終止信用卡服務。
- (12) 信用卡不可用於任何非法用途，包括支付任何非法賭博。
- (13) 持卡人如對清還或繳付任何欠款或款項有任何困難，應立即以書面通知銀行。

銀行提議客戶細閱有關條款之全文。條款可在銀行的任何分行索取。
請注意信用卡之使用及信用卡戶口之操作均受制於持卡人合約不時有效的條款，持卡人同意「信用卡」之申請（不論口頭上或以書面形式），或在信用卡戶口之簽署或行使（不論他日有否簽收該「信用卡」）後其會受到約束。
中、英文版本如有歧異，一概以英文為準。

大新銀行有限公司（「銀行」）

聲明及協議

致：大新銀行（「銀行」）
本人/吾(等)證實上述資料全部完整及確實無訛，並同意授權銀行向任何方面查證。本人/吾(等)明白在此申請中蓄意作出虛假陳述意圖欺騙，本人/吾(等)可能會受到刑事檢控。**本人/吾(等)同意授權銀行將本人/吾(等)之資料交予任何信貸服務機構或財務機構或從其獲取有關資料以作信貸審查用途。本人/吾(等)明白必須向銀行提供以上要求的資料以供銀行處理本人/吾(等)之申請。**若本人/吾(等)未能向銀行提供上述資料，則銀行可能不接獲本人/吾(等)之申請。本人/吾(等)可接獲銀行之信用卡客戶服務部要求查閱及要求修改上述資料而銀行有權收取手續費。藉著使用銀行發出之信用卡，本人/吾(等)同意或會視為同意完全遵守大新信用卡持卡人合約（「該合約」）之條款，該合約將在申請獲批准後與卡併發給出本人/吾(等)。本人/吾(等)明白並同意銀行有權要求本人/吾(等)呈交其他文件及拒絕此申請而毋須提供理由。**本人/吾(等)明白並同意就使用銀行發出之信用卡須向銀行支付載列於以下「信用卡資料概要」中的利率、財務費用及費用（「收費」）。本人/吾(等)明白並同意銀行有權根據本人/吾(等)其他資料而決定審批有關利率及信用額予本人/吾(等)。本人/吾(等)明白並同意銀行有權因應市場情況而修訂本行發出之信用卡之優惠及收費，而透過e-banking網上理財服務以本行發出之信用卡扣數繳交賬項之手續費為總款金額之1%（只適用於須預先登記之申請）。本人/吾(等)明白並同意銀行有權因逾額提發出之信用卡及其他貸款（有抵押或無抵押），從沒有因欠賬而被取消，並聲明本人/吾(等)現於其他金融機構之貸款欠款（包括信用卡及其他貸款）並沒有逾期還款超過10天，本人/吾(等)再聲明本人/吾(等)從沒有被頒布破產令或被作出任何種類的重整債務還款計劃，本人/吾(等)沒有進行申請破產或任何種類的重整債務還款計劃，及沒有意圖申請破產或債務重组。假如申請表以傳真方式傳送，銀行將有權接收或向傳真本人在任何方面皆為真確及對本人/吾(等)有約束力。如透過電話申請，銀行有權以本人/吾(等)與客戶服務員之對話在何方方面皆為真確及對本人/吾(等)有約束力。如本人/吾(等)與銀行之董事或僱員有任何親屬關係，本人/吾(等)當宜以書面通知銀行。**本人/吾(等)已詳閱、明白並同意受到此申請表內所有章則及條款及有關客戶資料的客戶通知」所約束。**若本文件之中英文本有任何歧異，概以英文本為準。**

大新英國航空白金卡迎新禮品之條款及細則

- (1) 推廣期由即日起至2013年12月31日止（「推廣期」）。迎新禮品只適用於推廣期內成功申請「大新英國航空白金卡」及於過往12個月內未曾持有及/或取消任何由大新銀行（「本行」）發出之信用卡主卡或附屬卡之全新客戶。若客戶同時申請多張主卡，亦最多只可獲享迎新禮品乙份。
- (2) 「高達HK\$60,000免息免手續費現金分期」（「免息免手續費現金分期」）之主卡客戶於新卡申請後，須符合有關簽署要求，即可享高達HK\$60,000之15個月免息免手續費現金分期。「免息免手續費現金分期」金額需經最終獲批核之信用額而定，金額可達所獲批核之信用額之百分之九十（最低需為HK\$3,000，而最高為HK\$60,000）。本行將全權決定客戶之「免息免手續費現金分期」金額，而毋須提供理由。「免息免手續費現金分期」確認信將於新卡獲發後1個月內寄予主卡客戶，客戶須於發卡日後60日內致電大新銀行顧客服務熱線2828 8002辦理或以傳真/郵寄交回已填妥之確認信及有關文件。由本行收妥所需文件至「免息免手續費現金分期」金額存入客戶以其個人名義開立之指定港元賬戶口（「有關銀行戶口」）需3至7個工作天。收款銀行可能會於有關銀行戶口內扣除手續費。本行將不會負責此手續費或因而導致之任何利息或其他費用。客戶須直接與有關之收款銀行安排處理此等費用或利息（如適用）。本行將按獲批核之「免息免手續費現金分期」金額分15期按月結賬於客戶之信用卡戶口（「有關賬戶」）內，本行亦將於有關賬戶之信用額內扣減一項相等於所獲批核之「免息免手續費現金分期」金額，直至最後一期供款支取為止。而當每月分期供款成功結賬於有關賬戶內，本行將會按比例減少所扣減之信用額。每月總供款將於有關賬戶中扣除。每月總供款之計算方法為批核金額除以分期付款期數。若每期總供款出現小數位，則一律調高為元計算。若客戶於到期繳款日或之前保持總交有關賬戶之「月結單總結欠」，此計劃之每期總供款將不會計算財務費用；假如客戶只繳交「月結單之部份結欠」，則有關之每期總供款將會以客戶有關賬戶當時適用於零售簽賬之財務費用計算。欲查詢當時適用之零售簽賬財務費用及其相關之實際年利率請瀏覽本行網頁。倘若客戶未能依期償還有關賬戶內之任何到期款項，或違反任何有關使用大新信用卡持卡人合約（「合約」）之任何條款及細則或本章程之任何條款，或因任何理由取消、終止或提早清繳有關賬戶口「免息免手續費現金分期」金額，所有根據本章程之欠付但未償還分期款項將會即時到期及由客戶償還，本行並有權將所有該等未償還分期款項結賬於有關賬戶內及客戶須額外繳付終止分期付款手續費HK\$300，因此，合約將適用於有關之未償還分期款項。本行有權接納或拒絕任何申請而毋須給予任何理由。「免息免手續費現金分期」將不能享獲「有分共享」、「即刻有錢分」、「現金回贈」、「里數獎賞」及任何積分獎賞或現金回贈計劃優惠。即使本條款及細則有其他條文規定，本行有權隨時通知客戶暫停或停止「免息免手續費現金分期」。申請人亦同意遵守及接受有關條款及受本行隨時所作之修改所約束。
- (3) 本行將根據客戶儲存於本行之交易紀錄，以決定客戶是否符合獲享有關迎新禮品之資格。
- (4) 本行保留隨時更改本條款及細則或取消此推廣優惠之權利而毋須事先通知。
- (5) 如有任何爭議，本行擁有最終之決定權。
- (6) 本條款及細則之中文版本如有歧異，概以英文版本為準。

有關Executive Club之條款及細則

1. 本行將根據客戶所提供之Executive Club賬戶號碼存入由合資格交易所獲享之Avios，如所提供之賬戶號碼有誤而導致銀行未能成功存入Avios，本行恕不承擔任何責任及不會補發有關Avios。
2. 如客戶於申請時並未提供Executive Club賬戶號碼，本行將不會接受閣下之信用卡申請。
3. 如客戶於信用卡使用後更改Executive Club賬戶，為了讓其後所獲享之Avios能有效存入客戶所要求之Executive Club賬戶，客戶需將有關更改向本行提供最少一個月通知。如因客戶未向本行提出有關通知而導致本行未能成功存入Avios，本行恕不承擔任何責任及不會補發有關Avios。
4. 英國航空將就所有有關Executive Club之事宜負責，惟不承擔有關大新英國航空信用卡的任何責任。本行恕不會對Executive Club之事宜承擔任何責任。
5. Avios將於信用卡月結單發出後4-6個星期存入Executive Club賬戶內，而有關信用卡賬戶必須於本行為客戶兌換Avios當天仍為有效及信用狀況良好。
6. 當本行存入Avios予客戶Executive Club賬戶後，本行將不會有關Avios之兌換承擔任何責任。
7. 客戶需受Executive Club及本行信用卡有關Avios之條款及細則所限制；Executive Club及本行信用卡之條款及細則如不一致，一概以Executive Club之條款及細則為準。有關Executive Club之條款可隨時更改而毋須事先通知。

一般條款及細則

1. 憑大新英國航空信用卡作合資格之零售簽賬每滿HK\$6，可賺取6分積分，並自動兌換為1 Avios。客戶所獲得之積分將於每個月賬單載數日自動轉為Avios。享用Avios自動轉換服務，主卡客戶必須同時為Executive Club會員。主卡及附屬卡客戶月結單上之簽賬金額所得之積分總和將分別兌換為Avios，而主卡及附屬卡客戶所兌換之Avios將合併並註賬於主卡之Executive Club賬戶內。所得之積分將以信用卡月結單上各項零售簽賬的整數值（小數位將不計算在內）計算，若兌換所得之Avios出現小數位，一律調低為整數單位。
2. 兌換Avios之合資格交易包括零售簽賬及「八達通自動增值」金額，但並不適用於以下交易，包括但不限於現金透支、自動轉帳、「開心消費分期」計劃金額、信用卡兌現計劃金額、分行易兌現、結轉賬金額、股票投資儲蓄計劃、「網上繳費Net」繳費金額、「繳費易」繳費金額、交稅金額、免息分期交易金額、信用卡支票票據交易（如適用）、銀行手續費（包括但不限於繳交年費、財務費用、逾期罰款及現金透支手續費等）、舊匯兌、未結賬/取消及所有未經授權之交易。
3. 海外簽賬包括在海外以港幣或外幣之簽賬，在香港以外幣之簽賬及於非香港登記之商戶之簽賬。（有關收費請參閱「大新信用卡/扣賬卡服務費用一覽表」。）
4. 客戶透過大新英國航空白金卡於英國航空公司網上購買英國航空機票可享雙倍Avios優惠。簽賬每滿HK\$6，可享2 Avios。雙倍Avios只適用於附有英國航空公司首號碼之英國航空機票，惟不適用於英國航空特許經營、代號共享航班或其他成員航空公司所營運的航班。
5. 有關「寰宇一家」之詳情，請瀏覽www.oneworld.com。
6. Avios租車優惠由英國航空提供，並由有關條款及細則所約束，詳情請參閱www.avisba.com。
7. 大新聯合航空萬事達卡主卡客戶可替多至3位年滿12歲之家人申請八達通自動增值服務。大新銀行（「本行」）將代八達通卡有限公司收取申請個人八達通卡費用HK\$100（包括HK\$50按金、HK\$30儲備額及HK\$20不可退還手續費），每張個人八達通每天只可自動增值HK\$250或HK\$500計次，已經持有個人八達通之客戶毋須再繳付任何費用。首次申請「八達通自動增值」服務費用全免，而轉換銀行、更改增值金額或重新啟動自動增值功能之申請，八達通卡有限公司將會收取HK\$20不可退還手續費。有關手續費用將於申請成功後，從客戶之大新聯合航空萬事達卡賬戶內扣除。選擇設定每次自動增值金額為HK\$500之申請人如日後欲轉換其他銀行為其提供「八達通自動增值」服務，而若該銀行只提供每次自動增值HK\$250之選擇，申請人須先行更改每次自動增值金額至HK\$250，方可轉換銀行；或取消現有之大新聯合航空萬事達卡「八達通自動增值」服務後，重新申請該銀行之「八達通自動增值」服務。八達通卡有限公司將收取有關之手續費。
8. 「開心消費分期」計劃申請適用於HK\$800（或等值之外幣）或以上交易，交易可合併計算。所有合併賬單總額屬同一信用卡賬戶及每項交易不可少於HK\$300。客戶須於簽賬日起至到期繳款日的第10個工作天內作出申請（有關申請並須為最近2個月內之簽賬），並須保留有關簽賬單據以茲證明。欲查詢每月手續費及其相關實際年利率，請瀏覽www.dahsimg.com。此計劃並不能享獲「有分共享」、「即刻有錢分」、「現金回贈」、「里數獎賞」及任何積分獎賞計劃優惠。本行有權決定批核申請與否而毋須提供理由。如有任何爭議，本行保留最終決定權。本計劃將受「開心消費分期」計劃之條款及細則所約束。而有關條款可於www.dahsimg.com下載或致電大新信用卡客戶服務熱線 2828 8168索取。
9. 信用卡兌現計劃只適用於主卡客戶，並不適用於附屬卡客戶。此計劃並不能享獲「有分共享」、「即刻有錢分」、「現金回贈」、「里數獎賞」及任何積分獎賞計劃優惠。本行將收取相等於批核金額的一個百分比作為每月手續費，而該手續費之百分比得由本行隨時變更。此計劃須受有關條款及細則約束。欲查詢最新每月手續費及其相關實際年利率，請參考本行最新傳單傳張。此計劃只適用於本地個人銀行戶口，而聯名戶口、信用卡戶口、貸款戶口及透支戶口並不適用。
10. 若客戶於新卡開戶後13個月內取消主卡，本行保留於信用卡戶口內扣除HK\$300手續費之權利，而毋須事先通知。
11. 本行及英國航空公司保留隨時更改本條款及細則及/或更改或取消優惠之權利而毋須事先通知。
12. 如有任何爭議，本行及英國航空公司及有關參與商保留最終決定權。
13. 本條款及細則之中、英文版本如有歧異，一概以英文為準。

信用卡資料概要

利率及財務費用
零售交易的實際年利率* ：當你開立信用卡戶口時為 33.22% ，而本銀行會不時作出檢討。若閣下在月結單「到期繳款日」前清付「月結單總結欠」，本銀行將不徵收任何財務費用。否則，(i) 本銀行將根據當時利率，以每日計算，向閣下之信用卡賬戶之未償還項由上期月結單「到期繳款日」起徵收財務費用直至所有結欠全部清還為止及(ii) 所有新交易之金額由有關的新交易之過賬日期起計，即使該新交易未到期清還。
現金透支的實際年利率* ：當你開立信用卡戶口時為 36.43% ，而本銀行會不時作出檢討。透支現金財務費用之計算方法由透支現金當日起，以透支總額按利率每日計算直至現金透支之金額全部清還為止。
逾期還款的實際年利率* ： 40.77% （零售交易）及 44.90% （現金透支）。若閣下於過往12個月內有2次或以上之逾期還款紀錄，財務費用將以上述之利率計算。
免息還款期 ：長達60日
最低還款額 ：銀行服務費用、財務費用之全數金額及總交易結欠之 1% 之總和或最低為 HK\$50 （以較高者為準）
費用
年費 ：白金卡 HK\$1,500 （每張附屬卡為 HK\$750 ）
現金透支手續費 為透支金額的 3.5% 或最低 HK\$100 （以較高者為準）
外幣交易收費 ：於海外及本地的外幣交易金額之 1.95%
跨境港幣交易收費 ：於海外以港幣進行之交易或於非香港登記之商戶以港幣交易金額之 0.80%
逾期費用 ：最低還款額的 5% （最低為 HK\$180 ；最高為 HK\$250 ）
超逾信貸限額手續費 ：每次 HK\$180
支票退回/自動轉帳被拒費用 ：每項 HK\$120
註：* 實際年利率乃根據銀行營運守則指引，採用「淨現值法」計算。

有關客戶資料的客戶通知 (2013年1月)

- (a) 客戶在申請開立戶口、延續戶口及建立或延續銀行信貸或要求銀行提供銀行服務時，需要不時向大新銀行有限公司（「銀行」）提供有關的資料。
 - (b) 若未能向銀行提供有關資料導致銀行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務。
 - (c) 在客戶與銀行的正常業務往來過程中，銀行亦會收集到客戶的資料，例如，一般當客戶開出支票或存款時。
 - (d) 有關的客戶資料可能會被銀行或該等資料的接收人用於下列用途：-
 - (i) 為提供服務，包括自動櫃員機提款卡服務，和信貸便利給客戶日常運作；
 - (ii) 於客戶申請信貸時及於每年(通常一次或多於一次)的定期或特別信貸審核時，進行信用檢查；
 - (iii) 編制及維持銀行的信貸評分模式；
 - (iv) 協助其他財務機構、信用卡或消費卡發行公司及次數公司作信貸查覆及收數；
 - (v) 確保客戶的信用維持良好；
 - (vi) 為客戶設計財務服務或有關產品；
 - (vii) 推廣服務、產品及其他標的（詳情請參閱以下 (g) 段）；
 - (viii) 確定銀行對客戶或客戶對銀行的債務；
 - (ix) 向客戶及為客戶提供擔保或抵押的人士追收欠款；
 - (x) 履行根據下列適用於銀行或其任何分行或銀行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區（「香港」）境內或境外及不論目前或將來存在的對其具法律約束力或適用的法律法律；
 - (2) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (3) 銀行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被施加的任何目前或將來的合約或其他承諾；
 - (xi) 遵守大新金融集團有限公司同一集團的公司（「大新金融」）（就本通知而言包括大新金融集團有限公司及其全資於其本地及海外附屬公司，不論直接或間接擁有）符合制裁或預防的或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團內所有資料及資訊及/或資料或資訊的任何其使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xii) 進行配對程序；
 - (xiii) 使銀行的責在或建議承辦人，或銀行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的及；及
 - (xiv) 與上述有關的用途。
- (e) 銀行會把客戶的資料保密，但銀行可能會把有關資料提供給下述各方作(a)段列出的用途：-
 - (i) 任何中間人、承包商、或提供行政、電訊、自動櫃員機/電子資金轉帳服務、電腦、支付或證券結算或其他和銀行業務運作有關的服務的第三者服務供應商；
 - (ii) 銀行的任何分行、附屬公司、控股公司、有關聯公司、有關聯公司或相關聯成員；
 - (iii) 任何對銀行有保密責任的人，包括對銀行有保密資料承諾的及與大新金融同一集團的公司；
 - (iv) 付款銀行向票人提供已付款票的副本（而其中可能載有關於收款人的資料）；
 - (v) 信貸資料服務機構；而在客戶欠賬時，則可將該等資料提供給收數公司；

- (vi) 銀行或其任何分行根據對銀行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望銀行或其任何分行遵守的任何指引或指導，或根據銀行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
- (vii) 提供或擬提供擔保或第三方保證以擔保或保證客戶的責任的任何一方
- (viii) 任何銀行的實任或建議受讓人或參與人或附屬參與人或銀行對客戶的權利的受讓人；及
- (ix) (1) 大新金融的集團公司；
(2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
(3) 第三方回贈、客戶獎勵或優惠計劃供應商；
(4) 銀行的聯營夥伴及大新金融的集團公司(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表及/或宣傳單張/海報中)；
(5) 慈善或非牟利機構；及
(6) 銀行為(d)(vii)段所列出的任何用途而聘用的外聘服務供應商(包括但不限於代客寄件中心、電訊公司、電話推廣及直銷公司、通訊中心、資料處理公司及資訊科技公司)。

該等資料可轉傳至香港以外的地方。

- (f) 就客戶(不論以借款人、按揭人或擔保人身份，以及不論以客戶本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料，銀行可能會把下列客戶資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
(ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式)；
(iii) 香港身分證號碼或旅遊證件號碼；
(iv) 出生日期；
(v) 通訊地址；
(vi) 就每宗按揭的按揭帳戶號碼；
(vii) 就每宗按揭的信貸種類；
(viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撤帳(因破產導致除外)、因破產導致已撤帳)；及
(ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構將使用上述由銀行提供的資料統計客戶(分別以借款人、按揭人或擔保人身份，及以客戶本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據個人資料(私隱)條例(“條例”)核准及發出的個人信貸資料實務守則的規定所限)。

(g) 在直接促銷中使用資料

銀行擬把客戶資料用於直接促銷，而銀行為該用途須獲得客戶同意(包括表示不反對)。就此，請注意：

- (i) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及促銷標的：
- (1) 財務、保險、信用卡、銀行及相關服務及產品；
(2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
(3) 銀行的聯營夥伴提供的服務及產品(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表及/或宣傳單張/海報中)；及
(4) 為慈善或非牟利機構用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：
- (1) 大新金融的集團公司；
(2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
(3) 第三方回贈、客戶獎勵或優惠計劃供應商；
(4) 銀行及大新金融的集團公司的聯營夥伴(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表及/或宣傳單張/海報中)提供的服務及產品；及
(5) 慈善或非牟利機構；
- (iv)* 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦擬將以上(g)(i)段所述的資料提供予以上(g)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而銀行為此用途須獲得客戶書面同意(包括表示不反對)；
- (v)* 銀行可能因如以上(g)(iv)段所述資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，銀行會於以上(g)(v)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可通知銀行行使其選擇權拒絕促銷。

註：以上(g)(iv)及(g)(v)段會於銀行通過其網站公佈的日期才生效。

- (h) 根據條例及「個人信貸資料實務守則」，以及任何由私隱專員香港金融管理局或其他監管機構所發出之法律或守則，任何客戶有權：
- (i) 審查銀行是否有持有他的資料及有權查閱有關的資料；
(ii) 要求銀行改正有關他不準確的資料；
(iii) 查悉銀行對於資料的政策及實際運用及獲告知銀行持有關於他的何種資料；
(iv) 要求獲告知哪些資料是通常會向信貸資料服務機構或收數公司披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料要求；
(v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問，包括任何帳戶還款資料)，於全數清還欠帳後結束帳戶時，指示銀行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠帳期超過60日的欠款。帳戶還款資料包括上次到期的還款額、上次報告期間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額、剩餘可用信貸額或未償還數額及欠款資料(即逾期欠帳戶及逾期還款日期、清還逾期欠款的日期、及全數清還拖欠帳期超過60日的欠款的日期(如有))；
- (i) 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撤帳(因破產導致撤帳除外)，否則帳戶還款資料(定義見以上(h)(v)段)會在全數清還拖欠還款後被信貸資料服務機構繼續保留五年。
- (ii) 如客戶因被頒布破產令而導致任何帳戶金額被撤帳，不論帳戶還款資料有否顯示任何拖欠帳期超過60日的欠款，該帳戶還款資料(定義見以上(h)(v)段)會在全數清還拖欠還款後被信貸資料服務機構繼續保留五年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。
- (k) 銀行可為信貸審核用途不時查閱信貸資料服務機構的資料庫。而該等審核或牽涉銀行對下列事項的考慮：
- (i) 增加信貸限額；
(ii) 對信貸作出限制(包括取消或減少信貸限額)；或
(iii) 對有關客戶安排或實行債務償還安排。
- (l) 根據條例的規定，銀行有權就處理任何提出查閱資料的要求收取合理費用。
- (m) 任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，請聯絡-
- 資料保障主任
大新銀行有限公司
香港郵政信箱333號
傳真：2511 8566
- (n) 銀行可為考慮任何信貸申請，向信貸資料服務機構索取客戶的信貸報告。如客戶欲查閱信貸報告，銀行可告知相關信貸資料服務機構的聯絡資料。
- (o) 「客戶」一詞包括借貸人及擔保人，其本人或該有限公司(及後者之董事、股東或公司人員)或非屬法人團體(獨資者或其合夥人)。「信貸」意指個人信貸及商業信貸(包括分期按揭或租用)。文中提及之單一性別包括其他性別，而單數詞包括雙數詞。
- (p) 本文並不限制客戶根據條例所擁有之權利。

有關晶片卡 / 磁帶卡服務供應商事宜：

為進一步提升服務質素及效率，大新銀行很高興宣佈金邦達數據有限公司(“金邦達”)成為大新銀行的晶片卡 / 磁帶卡壓印及個人化服務供應商。金邦達是國內智能卡行業的領導企業之一，自1993年成立以來，一直專注於提供智能安全支付整體解決方案、發卡設備及軟件，以及個人化數據處理。我們相信這個全新的合作關係能令大新銀行更有效地為客戶提供高質素的銀行服務。

大新銀行會於披露或轉移任何個人資料時，遵守個人資料(私隱)條例(第486章)所訂定之保障個人資料原則及有關之規定，金邦達亦會採取嚴密保安措施以確保客戶的個人資料在晶片卡 / 磁帶卡壓印及個人化程序中絕對保密。然而，大新銀行或金邦達可能須按照任何適用法律或法規的要求，或遵照監管或其他管理機構(包括但不限於政府部門、司法機關或稅務機關)所發出的任何指引，向有關人士披露或提供客戶的個人資料。

閣下如有任何查詢，請於辦公時間內聯絡我們的分行職員或致電2828 8168查詢。

文義如有歧異，以英文版本為準。

If there is any discrepancy between the English and Chinese versions, the English version shall prevail.

Major Terms and Conditions of Dah Sing Credit Card Cardholder Agreement

Customers' attention is drawn to the following major terms and conditions which impose significant liabilities on Cardholder.

- (1) Cardholder should sign the Card immediately upon receipt.
- (2) The Card and its Personal Identification Number ("PIN") should be kept safe and secret to prevent fraud and unauthorised use or disclosure. Failure to observe the above will result in full responsibility for all transactions.
- (3) Cardholder is obliged to pay the minimum payment due on time as shown in the monthly statement and there will be penalty charge if the required minimum is not made.
- (4) In case of default, Cardholder will be fully liable to reimburse fees and other expenses reasonably incurred in recovery actions.
- (5) In case of fraud and gross negligence, Cardholder shall be responsible for all losses suffered by the Bank.
- (6) If Cardholder reports any loss or theft of the Card as soon as reasonably practicable and had acted diligently and in good faith without involving fraud or gross negligence, the maximum liability shall not exceed HK\$500.00.
- (7) The monthly statement of account shall be final and conclusive 60 days after its issue unless Cardholder reports any unauthorised transactions within that period.
- (8) The Bank shall have the right without prior notice to set off or transfer any monies standing to the credit of Cardholder's bank accounts of whatsoever description towards discharge of all sums due to the Bank in connection with the use of the Card.
- (9) The Principal Cardholder will be responsible for the debts of the Supplementary Cardholder and the debts incurred from the accounts with Octopus Automatic Add-Value Service (including but not limited to "Happy Family" Octopus Automatic Add-Value Account). The Supplementary Cardholder shall not be responsible for the debts of the Principal Cardholder or other Supplementary Cardholder. But Supplementary Cardholder shall be held liable by the Bank for the debts of the Supplementary Card in his/her own name.
- (10) Notwithstanding any term to the contrary, the Bank reserves the over-riding right to repayment ON DEMAND.
- (11) Cardholder can terminate the card service if he or she does not accept any amendments to the terms and conditions proposed by the Bank and before the effective date.
- (12) The Card shall not be used for any unlawful purposes including payment for any illegal betting.
- (13) Cardholder shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank.

Customers are nonetheless advised to read the full terms and conditions. A copy of the terms and conditions is readily available to customers who may collect it from any branches of the Bank. Please note that the use of the Card and the operations of the Card are subject to the terms and conditions of the Cardholder Agreement from time to time in force and Cardholder agrees to be bound by his/her application (whether made verbally or signed) and by his/her signature on or use of the Card (whether or not he/she has acknowledged receipt of the Card).

In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Dah Sing Bank, Limited ("The Bank")

Declaration and Agreement

To: Dah Sing Bank (the "Bank")

I/We confirm that the above information is true, complete and correct and authorize the Bank to verify this from any source the Bank may choose. I/We understand that if I/we knowingly make any false statement in my/our application with an intention to deceive, I/We may be liable for criminal prosecution.

I/We agree to authorize the Bank to pass details of my/our personal data to or obtain the same from any credit reference agencies or other financial institutions at the discretion of the Bank for credit assessment. I/We understand that it is necessary for me/us to supply the data requested above to the Bank in order for the Bank to process my/our application. My/Our failure in providing any of the above data to the Bank may result in this application being rejected. I/We may always contact the Credit Card Customer Service Department of the Bank to gain access to and request correction or amendment to the above data while the Bank reserves the rights to charge me/us handling fee. By using the credit card(s) issued by the Bank (the "Card(s)"), I/We agree or are deemed to have agreed to be bound by the terms and conditions of Dah Sing Credit Card Cardholder Agreement, a copy of which will be sent to me/us with the Card(s) upon approval of this application. I/We agree that the Bank reserves the rights to request other supporting documents or reject my/our application without giving reason.

I/We understand and agree to the use of the Card(s) shall be subject to the payment of interest rates, finance charges and fees (the "Charges") set out in the Key Facts Statement of Credit Card below. I/We understand and agree that the Bank holds the right to approve the interest rate and credit limit according to my/our other information. I/We understand and agree that the Bank reserves the rights to revise the offers and the Charges of the Card(s) according to the market situation.

Handling fee for e-banking bill payment via the Card(s) is 1% of the bill payment amount (applicable to pre-registered merchants only). I/We declare that no credit card or loan (secured or unsecured) under my/our name(s) issued by any financial institutions has been cancelled due to default in payment, and there is no current overdue payment exceeding 10 days in respect of my/our loan indebtedness (including credit card and any loans) with other financial institutions. I/We further declare that no bankruptcy order or any kind of restructured debt repayment plan has ever been made against me/us and I/We am/are not in process of petitioning for bankruptcy or any kind of restructured debt repayment plan, nor have any intention so to do. In case this application form is sent by fax, the Bank shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on me/us. Where any application is made by telephone, the Bank shall be entitled to treat such communication as made or fully endorsed by and binding on me. I/We agree to inform the Bank in writing if I/We have any relationship with any of the Bank's directors or employees.

I/We confirm that I/We have read, understood and agreed to be bound by this application form including all the terms and conditions and "Notice to Customers relating to Customers' Data" contained herein. In case of any discrepancy between the English and Chinese versions of this document, the English version shall prevail.

I/We have read, understood and agreed to be bound by this application form including all the terms and conditions and "Notice to Customers relating to Customers' Data" contained herein. In case of any discrepancy between the English and Chinese versions of this document, the English version shall prevail.

Terms and Conditions of the Welcome Gift

- (1) Promotional Period is valid from now to 31 December 2013 ("Promotional Period"). Welcome Gifts are only applicable to brand new Dah Sing British Airways Platinum Card cardholders who in the past 12 months have not held and/or cancelled any principal card or supplementary card of any card type issued by Dah Sing Bank. Each new Principal Card Cardholder can only entitle to welcome gift ONCE only regardless of the number of principal cards applied. Gift cannot be converted into cash.
- (2) For principal cardholder who chooses "Up to HK\$60,000 Free Interest and Service Charge Cash-In Plan" and successfully apply the Plan can enjoy up to HK\$60,000 and 15-month Free Interest and Service Charge Cash-In Plan without any spending requirement. The Cash-In amount is subject to the final approved credit limit of Dah Sing Bank Credit Card account. The Cash-In amount is up to 90% of credit limit (the minimum amount required is HK\$3,000 while the maximum is HK\$60,000). The Bank has the absolute discretionary right to determine the final Cash-In amount of the cardholder and is not obliged to provide reasons. A confirmation letter will be mailed to the Principal cardholder within 1 month whilst his/her credit card has been approved. Cardholder may contact Dah Sing Bank Customer Service Hotline 2828 8002 to accept the Cash-In offer or by completing the confirmation letter and return to the bank with required documents by mail / fax within 60 days since card issuance. Upon receipt of all necessary documents, the Bank requires 3 to 7 working days to process the request and disburse the fund to the cardholder's designated personal Hong Kong dollar currency bank account (the "Relevant Bank Account"). The receiving bank may deduct the handling fee from the Relevant Bank Account. The Bank is not liable for the mentioned handling fee or any interest or other expense caused by this. The cardholder has to arrange with receiving bank for the expense or interest (if applicable) directly. The Bank will debit the Credit Card Account (the "Relevant Account") with the approved Cash-In amount by 15 consecutive monthly instalments, commencing from such date as the Bank may prescribe at its discretion. The Bank will debit an amount equivalent to the Cash-In amount from the credit limit of the Relevant Account until the last instalment has been debited. The Bank will proportionally increase the deducted credit limit every month after the Bank has successfully debited the Relevant Account with the Cash-In amount due. The monthly repayment amount will be debited from the Relevant Account. The repayment amount per instalment is calculated by dividing the total instalment amount by the number of tenor. Should there be any decimal place in the monthly repayment amount, it will be rounded up to the nearest dollar. No financial charge will be charged provided that the cardholder makes full payment of the credit card statement balance on or before the payment due date. For cardholder who makes partial payment of the credit card statement balance, cardholder shall pay a finance charge on any monthly instalment amount due but unpaid at the prevailing interest rate of the Relevant Account. For the prevailing retail purchases finance charge and its related annualized percentage rate ("APR"), please browse the Bank's website. On default of payment of any monies due under the Relevant Account or in case of breach of any provisions of the applicable terms and conditions governing the use of Dah Sing Credit Card Cardholder Agreement ("Agreement") or any of these terms and conditions by cardholder or in case of cancellation or

termination of the Relevant Account or the Plan for whatever reasons, all outstanding installments or balance or monies owing under these terms and conditions shall be immediately due and payable by cardholder and shall at the absolute discretion of the Bank, be debited against the Relevant Account and a Cash-in Plan cancellation fee of HK\$300 will be charged by the Bank, therefore, the Agreement shall apply to all the said installments or balance. The Bank has the right to accept or reject any application without providing any reason. The Plan is not applicable for "Credit Card Bonus Point Scheme", "Instant Cash Reward" / "Cash Rebate", "Mileage Program", and any other Bonus Point or Cash Rebate Reward Program. Even if these terms and conditions have to be stipulated by other articles, the Bank has the right to inform the cardholder to suspend or terminate the Plan. Applicant also agrees to abide by and accept all the terms and conditions which the Bank may revise at any time.

- (3) The Bank will determine the Cardholder's eligibility for entitlement of the welcome gift based on the Cardholders' transaction records held with the Bank.
- (4) The Bank reserves the right to amend these terms and conditions or cancel the offer at any time without prior notice.
- (5) All matters and disputes are subject to the final decision of the Bank.
- (6) In case of any discrepancy between the English and Chinese versions, the English version shall prevail.

Terms and Conditions relating to Executive Club

1. The Bank will credit Avios earned on qualifying transactions to the Cardholder's Executive Club Account to the Executive Club membership number provided by the Cardholder. If the relevant Avios fail to be credited due to an incorrect Executive Club membership number provided by the Cardholder, the Bank will not be held liable and will not re-credit the relevant Avios.
2. If the Cardholder is unable to provide an Executive Club membership number at the time of card application, the Bank will not accept your credit card application.
3. If the Cardholder changes his/her Executive Club account after the credit card has been used, the Cardholder must inform the Bank within at least 1 month of the change in order to get the Avios. The Bank will not be held liable and will not re-issue the relevant Avios if the Cardholder does not provide updated information in such case.
4. British Airways shall have sole responsibility for the Executive Club but excludes any responsibility or liability for the Dah Sing British Airways Credit Card. The Bank will not be held liable for any service provided by the Executive Club.
5. The Avios will be credited to the Cardholder's Executive Club account within 4-6 weeks after the issuance of Credit Card statement and the Cardholder's Credit Card account must be valid and in good standing at the time when the Bank awards the Avios to the Cardholder.
6. After the Bank credits Avios to Cardholder's Executive Club account, the Bank will not hold any responsibility towards the Avios converted.
7. Cardholders are subject to the terms and conditions of the Executive Club and the Bank's Credit Card Terms and Conditions relating to Avios. In case of inconsistency on the related terms between the Executive Club and / or the Bank's Credit Card Terms and Conditions, the Executive Club terms shall prevail. The Executive Club program offer is subject to change without further notice.

General Terms and Conditions

1. For every HK\$6 of spend on qualifying retail transactions by Cardholders, 6 bonus points will be earned which will be automatically converted to 1 Avios. The bonus points will be automatically converted to Avios on the statement date of every month. To be eligible for auto-conversion, Principal Cardholder must also be an Executive Club member. The total bonus points earned for Principal Card and Supplementary Card will be calculated and converted to Avios separately. The Avios thus earned will be credited to the Principal Cardholder's Executive Club account. Bonus point will be calculated based on each retail transaction (calculated up to the last integer) shown on the Credit Card monthly statement. Any Avios beyond the decimal place after conversion will not be accumulated.
2. Qualifying transactions for Avios conversion includes retail transactions and Octopus AAVS amount only, but excludes the following transactions, including but not limited to cash advance, autopay, "Happy Installment" installment amount, Cash-in Plan amount, Branch Cash-in, balance transfer amount, Stocks Investment Savings Plan, "Payeasy" bill payment amount, "Jet Payment" payment amount, tax payment, interest-free monthly installment 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.
3. Overseas transactions include transactions in Hong Kong Currencies or Foreign Currencies made outside of Hong Kong, transactions in Foreign Currencies made in Hong Kong and transactions at any merchant not registered in Hong Kong. (Please refer to "List of Service Charges for Dah Sing Credit Card / Debit Card" for the relevant changes).
4. Double Avios will be awarded to Cardholders who purchase British Airways tickets online with their Dah Sing British Airways Platinum Card. Cardholders will be entitled to 2 Avios for every HK\$6 of spend. Avios will be only awarded on flight tickets that have a British Airways prefix flight number, and will not be awarded for bookings made on British Airways franchise, codeshare or alliance airlines.
5. For details of the oneworld® alliance, please visit www.oneworld.com.
6. The Avis Car Rental Offer is offered by British Airways and is bound by related terms and conditions, please visit www.avisba.com for details.
7. Dah Sing MileagePlus MasterCard Principal Cardholder can apply for Octopus Automatic Acid-Value Service for a maximum of 3 members aged 12 or above. Dah Sing Bank ("The Bank") will charge HK\$100 for each Personalized Octopus Card (including HK\$50 for deposit, HK\$30 for stored value and HK\$20 for non-refundable handling fee) for Octopus Card Limited. The current daily automatic add-value amount is HK\$250 or HK\$500. There is no charge if you have already had Personalized Octopus Card. There is no application fee for the first time application for the Octopus AAVS. For existing users of the Octopus AAVS, Octopus Card Limited will charge non-refundable handling fee of HK\$20 for transferring the Octopus AAVS from one bank to another, changing of AAVS amount, or reactivation of the Octopus AAVS suspension. Such fee(s) will be debited from Cardholder's Dah Sing MileagePlus Credit Card account upon successful application of the Credit Card. Should applicants who opt for auto-reloading HK\$500 per transaction want to switch to another bank that only provides the option of auto-reloading HK\$250 thereafter, applicants should either change the auto-reloading amount to HK\$250 or cancel the Dah Sing MileagePlus MasterCard Octopus AAVS before switching to another bank. Applicants are required to pay Octopus Cards Limited the required handling fee.
8. "Happy installment" Plan is only applicable to transaction(s) valued at HK\$800 or above (or equivalent in foreign currencies), and applies to combined transaction. All combined transactions must be made under the same Credit Card account and each sales slip amount must be at least HK\$300. Cardholder must apply at least 10 working days before payment due date of the transaction(s), as printed on the monthly statement (transaction(s) must be made within recent 2 months for such application) and keep the relevant sales slips for proof. Please refer to www.dahsing.com for the monthly handling fee and its respective Annualized Percentage Rate ("APR"). "Happy Installment Plan" is not eligible to Credit Card Bonus Point Scheme, Instant Cash Reward / Cash Rebate, Mileage Program, and any other Bonus Point Reward Program. The Bank reserves the right to accept or reject the application without the need to provide reasons. In case of any disputes, the decisions of the Bank shall be final. The Plan shall be subject to the terms and conditions of "Happy Installment" Plan. The relevant terms and conditions can be downloaded from www.dahsing.com or available through contacting Dah Sing Credit Card Centre Customer Service Hotline at 2828 8168.
9. Credit Card Cash-in Plan is only applicable to Principal Cardholder and is not applicable to Supplementary Cardholder(s). Credit Card Cash-in Plan is not eligible to Credit Card Bonus Point Scheme, Instant Cash Reward / Cash Rebate, Mileage Program, and any other Bonus Point Reward Program. The Bank will charge monthly handling fee which equals to a specified percentage of the approved amount, the Bank can change the percentage of such handling fee from time to time. The Plan is subject to relevant terms and conditions. Please refer to the latest promotional leaflet for the updated monthly handling fee and its respective APR(s). The Plan is only applicable to local personal bank account and excludes joint account, credit card account, loan account and overdraft account.
10. If Principal Cardholder cancels their Dah Sing British Airways Credit Card within 13 months from card issuance, the Bank reserves the right to debit a handling fee of HK\$300 to the relevant Principal Card account without prior notice.
11. The Bank and British Airways PLC reserve the final rights to amend these terms and conditions and / or amend or terminate this offer at any time without prior notice.
12. All matters and disputes will be subject to the final decision of the Bank and British Airways PLC.
13. In case of any discrepancy between the English and Chinese versions, the English version shall prevail.

Key Facts Statement of Credit Card

Interest Rates and Finance Charges
APR* for Retail Purchase: 33.22% when you open your account and it will be reviewed from time to time. The Bank will not charge you finance charges if you pay your balance in full by the due date each month. Otherwise, finance charges will be charged (i) on the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of all new transactions from date of the respective transaction dates of the new transactions.
APR* for Cash Advance: 36.43% when you open your account and it will be reviewed from time to time. Finance charges will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.
Delinquent APR: 40.77% (Retail Purchase) & 44.90% (Cash Advance) if there are 2 or more delinquent records in your account in the past 12 consecutive months, the above finance charges rate will be assessed.
Interest Free Repayment Period: Up to 60 days
Minimum payment: Total amount of bank service fees and finance charges plus 1% of total outstanding balance of transactions or minimum HK\$50 (whichever is higher).
Fees
Annual fee: HK\$1,500 for Platinum Credit Card (HK\$750 for each supplementary card)
Cash Advance Handling Fee: 3.5% of transaction amount or minimum of HK\$100 (whichever is higher)
Transaction Fee for Foreign Currency Transaction: 1.95% on the transaction amount in foreign currency made outside of Hong Kong or in Hong Kong
Transaction Fee for Cross-border Transaction: 0.80% on the transaction amount in Hong Kong currency made outside of Hong Kong or at any merchants not registered in Hong Kong
Late Payment Fee: 5% of minimum payment (min: HK\$180 , max: HK\$250)
Over-the-limit Fee: HK\$180 each time
Returned Cheques / Autopay Reject: HK\$120 per item
Note: *APR = Annualised Percentage Rate. According to the guideline of the Code of Banking Practice, APR is calculated based on the Net Present Value method.

Notice to Customers relating to Customers' Data (January 2013)

- (a) From time to time, it is necessary for customers to supply Dah Sing Bank, Limited (the "Bank") with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.

(d) The purposes for which data relating to a customer may be used by the Bank or the recipient of such data are as follows:-

- (i) the daily operation of the services, including ATM cards services and credit facilities provided to customers;
- (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
- (iii) creating and maintaining the Bank's credit scoring models;
- (iv) assisting other financial institutions, credit or charge card issuing companies and debt collection agents to conduct credit checks and collect debts;
- (v) ensuring ongoing credit worthiness of customers;
- (vi) designing financial services or related products for customers' use;
- (vii) marketing services, products and other subjects (please see further details in paragraph (g) below);
- (viii) determining the amounts of indebtedness owed to or by customers;
- (ix) collection of amounts outstanding from customers and those providing security for customers' obligations;
- (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group companies of Dah Sing Financial Holdings Limited ("DSFH") (which shall, for the purpose of this Notice, include Dah Sing Financial Holdings Limited and all of its local and overseas subsidiaries whether owned by it directly or indirectly) and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) conducting matching procedures;
 - (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xiv) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d) above:-
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, ATM / Electronic Fund Transfer service, computer, payment debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any branch, subsidiary, holding company, associated company or affiliate of the Bank;
 - (iii) any other person under a duty of confidentiality to the Bank including a group company of DSFH which has undertaken to keep such information confidential;
 - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong and may be existing currently and in the future;
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (viii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (ix) (1) DSFH's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and DSFH's group companies (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) above. Such information may be transferred to a place outside Hong Kong.
- (f) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;

- (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.
- The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance (the "Ordinance").
- (g) USE OF DATA IN DIRECT MARKETING
- The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
 - (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) DSFH's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and DSFH's group companies (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
 - (iv)* in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
 - (v)* The Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.
- If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.
- *Note: Clauses g(iv) and g(v) above shall only become effective on a date to be announced by the Bank via its website.
- (h) Under and in accordance with the terms of the Ordinance, the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or the Hong Kong Monetary Authority or other regulatory bodies, any customer has the right: -
- (i) to check whether the Bank holds data about him and the right of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (i) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (j) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (k) The Bank may access the database of credit reference agencies for the purposes of credit review from time to time. Which review may involve the consideration by the Bank of any of the following matters:-
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the customer.
- (l) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (m) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -
- The Data Protection Officer
Dah Sing Bank, Limited
GPO Box 333,
Hong Kong
Fax : 2511 8566
- (n) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (o) The expression "customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). "Credit" means consumer and commercial credit (including but not limited to Hire Purchase and Leasing). All references to one gender is a reference to all other genders and the singular includes the plural.
- (p) Nothing in this Notice shall limit the rights of customers under the Ordinance.

Appointment of Chip Card / Magnetic Strip Card Services Provider:

To further enhance our service quality and efficiency, we are pleased to announce that we have appointed Goldpac Datacard Solutions Company Limited ("Goldpac") as our new chip card / magnetic strip card embossing and personalization services provider. Goldpac, located in the Mainland China, is one of the worldwide leading providers of secured card solutions, card issuance system and card personalization service since 1993. We believe this new service partnership will enhance our ability to provide quality services to our customers.

It is always the policy of Dah Sing Bank to fully comply with the data protection principles and relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486) during the disclosure or transfer of any personal data. Goldpac will also apply stringent controls to safeguard the confidentiality and security of your data during the chip card / magnetic strip card embossing and personalization process. Your personal data may also be disclosed or provided to any person to whom Dah Sing Bank or Goldpac is under an obligation to make disclosure under any applicable laws or regulations, or under and for the purposes of any guidelines issued by competent regulator(s) or other authorities (including but not limited to government departments, judiciary or tax authority(ies)).

If you have any queries, please feel free to contact our branch staff during office hours or call 2828 8168.