

Dah Sing Credit Card "Happy Installment" Plan Terms and Conditions

1. Dah Sing Credit Card "Happy Installment" 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 and upon his/her Application, he/she will be deemed to have accepted these Terms and Conditions.
3. The Plan is applicable to Eligible Transactions made by the Applicant via Eligible Cards. "**Eligible Transaction(s)**" herein include any overseas or local retail transactions carried out with the use of the Eligible Card(s) within 2 months from the date of the Application and other transaction categories as may be determined by the Bank (at its sole and absolute discretion) from time to time AND all other non-retail transactions (including (but without limitation) installment plan, gambling nature, balance transfer, cash advance, credit card annual fee, charges, handling fee, interest or financial charges, etc.) are hereby expressly excluded. For the avoidance of doubt, regarding Eligible Transactions carried out in foreign currencies, the Bank's exchange rate at the date of Application will be used as the standard conversion rate of foreign currencies to Hong Kong Dollars.
4. Under the Plan, the Applicant may borrow from the Bank an installment transaction amount in Hong Kong Dollars in respect of one or more Eligible Transactions ("**Transactions**") for the sole purpose of making of repayment for the Transactions ("**Installment Transaction Amount**"), provided that the Applicant has to make the Application at least 10 working days before the payment due date printed on the monthly statement which the Transactions were shown.
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 minimum, maximum and final Installment Transaction Amounts (as opposed to the Installment Transaction Amount applied for) 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. The Bank will (subject to the amount of the final Installment Transaction Amount granted) settle the amount due for the Transactions on behalf of the Successful Applicant after Successful Application (the "**Settlement**"). The Installment Transaction 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. After Successful Application, 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 Installment Transaction Amount, Monthly Handling Fee, Total Handling Fee, and Date of Settlement. 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 date of Settlement 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 Installment Transaction 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. 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.
13. The Applicant represents and warrants that, in the absence of the advice mentioned in clause 12 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.
14. For the purpose of clause 12 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.
15. 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 Outstanding Balance of the Plan 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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 15 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.
21. 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.
22. No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.
23. 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 express 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.
24. 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.
25. In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.