

The use of the Dah Sing Bank Gift Card constitutes acceptance of the following terms and conditions.

## **TERMS AND CONDITIONS FOR USE OF DAH SING BANK GIFT CARD**

### **1. Definitions**

#### **1.1. Unless otherwise stated,**

"Bank" means Dah Sing Bank, Limited.

"Cardholder" means the Person who has signed on the Gift Card and made use of it for any Transaction.

"Gift Card" means any Gift Card issued by the Bank from time to time.

"Guarantor" means Dah Sing Finance Limited, a limited company incorporated under the laws of Hong Kong with its registered address at 26/F, Dah Sing Financial Centre, 248 Queen's Road East, Wan Chai, Hong Kong.

"Merchant" means any vendor in any Transaction.

"Persons" means any individual, corporation, partnership and other unincorporated bodies.

"Stored Value" means the pre-loaded money value of the Gift Card.

"Transaction" means any payment for supply of goods and / or service at any approved point of sale terminal of a Merchant.

#### **1.2. Unless the context requires otherwise, the singular includes the plural and vice versa and words importing a gender includes every gender.**

### **2. The Gift Card**

2.1. The Gift Card is a prepaid VISA card and can be pre-loaded with a Stored Value between a minimum of HKD50 and a maximum of HKD3,000 upon purchase from the Bank (the Bank reserves the right to change such minimum and the maximum amount at any time without notice). The Gift Card is not a credit card. It is not transferable after the Gift Card is signed and not reloadable with dollar value.

2.2. Once a Transaction is being processed, an amount equal to the amount of such Transaction will be deducted from the balance of the Stored Value of the Gift Card.

2.3. The Stored Value of the Gift Card is not protected by the Deposit Protection Scheme in Hong Kong.

### **3. Charges**

3.1. A non-refundable handling fee of HKD10 (the Bank reserves the right to change the amount of handling fee) will be payable upon purchase of the Gift Card.

3.2. A monthly service fee of HKD25 will be chargeable against any unused Stored Value stored of an expired Gift Card on the last working day of each month starting from the second month after the expiry date of the Gift Card until all of the Stored Value thereof has been utilized. By way of illustration, if the Gift Card is valid until September 2024, the Bank will charge the monthly service fee on 30 November 2024, and then 31 December 2024 and so on.

### **4. Use of the Gift Card**

4.1. Cardholder of the Gift Card must be aged 16 or above.

4.2. The Gift Card must be signed before use and can be used for any Transaction with Merchant displaying the VISA logo or accepting VISA for payment.

4.3. The Gift Card cannot be accepted for VISA Express payment services (e.g. Transaction made in cinema, carpark, fast food outlets), or for mail order, online order, in casinos, on airplane or on cruise line or at local and overseas automated teller machines.

4.4. No Transactions can be carried out with the Gift Card when the account of the Gift Card has insufficient Stored Value and / or the Gift Card is expired.

- 4.5. Any dispute relating to any Transaction shall be settled between the Cardholder and the Merchant.
- 4.6. The Gift Card cannot be used for any illegal or immoral purposes including illegal gambling and the Bank reserves the right to refuse to honour any Transactions that are illegal, suspected or believed to be illegal.
5. Transaction Fee for Foreign Currency Transaction and Cross-border Transactions in Hong Kong Currency (Including Transactions in Hong Kong Dollar or Foreign Currency made outside Hong Kong; Transactions in Foreign Currency made in Hong Kong and Transactions at any Merchant not registered in Hong Kong)
  - 5.1. Foreign Currency Transaction - Transaction in foreign currency made outside Hong Kong or in Hong Kong which is deducted from the balance of the Stored Value of the Gift Card after conversion into Hong Kong Dollars on the date the item is processed at a rate determined by VISA plus a fee of 1.95% on the Transaction amount (Transaction fee(s) charged by VISA to the Bank included, if applicable).
  - 5.2. Cross-border Transactions in Hong Kong Currency (Applicable to Settling Foreign Currency Transaction in Hong Kong Dollars) – Transactions in Hong Kong Currency made outside Hong Kong (which are simultaneously converted into Hong Kong Dollars by the Merchant at an exchange rate determined at the time of Transaction) or Transactions at any Merchants not registered in Hong Kong (e.g. internet transaction), a Transaction fee of 1% on the Transaction amount will be charged by VISA and deducted from the balance of the stored value of the Gift Card.
6. Expiry Date  
The Gift Card is only valid until the expiry date printed on it and the Gift Card cannot be used after such expiry date.
7. Available Balance Enquiry  
Cardholder may login at [www.dahsing.com](http://www.dahsing.com) (Credit Card > Tools > Check Gift Card Balance) with the Gift Card number for enquiry on available balance. No dispute will be entertained 60 days after Transaction date. No statement of account will be given in relation to any Gift Card.
8. Loss, Theft or Gift Card being captured  
The Gift Card is anonymous and is in the nature of cash money and mere possession of the card is sufficient proof of the holder's claim. No replacement card or refund of the Stored Value of the Gift Card will be provided by the Bank in the event of loss or theft or in the event of the Gift Card being captured by an automated teller machine.
9. Replacement Card
  - 9.1. Replacement card for the Gift Card ("Replacement Card") is only issued in case of malfunction of the Gift Card and provided that the defective Gift Card is returned to the Bank before its expiry date for cancellation.
  - 9.2. The Replacement Card to be issued by the Bank shall have the same remaining Stored Value and expiry date as the Gift Card it so replaced.
  - 9.3. The Bank reserves the right to determine the card face design and the right to determine whether or not to issue any Replacement Card.
10. Redemption of Stored Value in the Gift Card
  - 10.1. Cardholder must bring along the Gift Card to the Bank in making a request for redemption of the remaining Stored Value in the Gift Card. The Bank may charge a handling fee of not more than HKD100 in handling Cardholder's redemption request.
  - 10.2. Cardholder must return the Gift Card to the Bank at the same time as he / she redeems the remaining Stored Value in the Gift Card.

#### 11. Refusal to Accept Gift Card

The Bank shall not be responsible or liable for any refusal by any Merchant to accept the Gift Card.

#### 12. Protection under Guarantee

12.1. A deed of guarantee ("Deed") has been executed by the Guarantor in favour of all Cardholders to secure the payment of remaining Stored Value of the Gift Cards to the Cardholders upon the Bank:

- (a) becoming insolvent and unable generally to, or admitting inability to generally pay its debts as they fall due;
- (b) ceasing to carry on all its business;
- (c) proposing or taking any action for deferral or a moratorium of all or part of its debts; or
- (d) proposing or entering into any composition, arrangements with or any assignment for the benefits of its creditors generally (collectively, "Specified Events").

12.2. Cardholder shall be entitled to, upon the occurrence of any of the Specified Events, demand payment of the remaining Stored Value of the Gift Card from the Guarantor by presenting to the Guarantor a valid and effective Gift Card.

12.3. A copy of the Deed can be produced to the Cardholder upon written request.

#### 13. Amendments and Additions

The Bank reserves the right to amend these Terms and Conditions at any time by insertion, alteration or deletion with immediate effect by publishing such amendment in the website ([www.dahsing.com](http://www.dahsing.com)) or through such other means deemed appropriate by the Bank.

#### 14. Termination

The Bank reserves the right to vary, suspend or terminate the use of the Gift Card and / or any services offered thereof and / or to disapprove any Transaction without giving any prior notice or reason.

#### 15. Exclusion of Liability

The Bank shall, except those caused by the negligence or willful default of the Bank, not be liable for any loss or damage whatsoever or howsoever arising relating to the Gift Card.

#### 16. Law and Language

16.1. These Terms and Conditions shall be construed by Hong Kong laws and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts. 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.

16.2. 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.

16.3. Nothing in these Terms and Conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.

16.4. These Terms and Conditions are written in both English and Chinese and in case of any inconsistency between them, the English version shall prevail to the extent of such inconsistency.

SVF Licence Number: SVFB006

Dah Sing Bank, Limited

Sep 2024