

Dah Sing Credit Card User Note ("User Note")

1. This User Note regarding the use of credit card is provided for reference. Please note that the use of credit card is subject to the terms and conditions of the Dah Sing Credit / Debit Card Cardholder Agreement from time to time in force. For the protection of the Cardholder (as defined in paragraph 1(a) below), Cardholder should take good care of his / her credit card issued by Dah Sing Bank, Limited ("Bank") alone or in conjunction with another institution ("Credit Card") and note the security of his / her personal identification number ("PIN"):
 - a. The cardholder (including both principal cardholder and supplementary cardholder) of the Credit Card ("Cardholder") shall sign the Credit Card immediately upon receipt.
 - b. The Credit 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 Credit Card, the PIN, the one-time password ("OTP") and the mobile phone or mobile device or personal computer which may receive the OTP ("Mobile Device") and keep the Credit Card and the Mobile Device safely under his / her personal control and the PIN and the OTP 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 where 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 on the part of the Bank; (ii) the Cardholder shall under no circumstances disclose the PIN and / or the OTP to any person, or allow the Credit Card, the Mobile Device, the PIN and / or the OTP 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 and / or the OTP on the Credit Card or on anything usually kept with or near the Credit Card; and (v) the PIN and the OTP shall always be disguised if written down or recorded in any form.
 - d. It is not suitable for the Cardholder to use any easily accessible personal information such as telephone numbers or date of birth when selecting his / her own PIN. The Cardholder should not use the PIN for accessing any other services (for example, connection to the internet or accessing other websites).
 - e. The Cardholder shall refer to the security advice provided by the Bank from time to time.
2. If the Cardholder's Credit Card / PIN has been lost or stolen, or if the PIN is disclosed to a third party, the Cardholder should report the incident immediately by calling the Bank 24-Hour Report Lost / Stolen Card Hotline 2828 8188 or inform the nearest branch.
3. The Cardholder must report to the Bank and to the Police in writing as soon as reasonably practicable after he / she finds any loss or theft of the Credit Card (including both the principal Credit Card and / or the supplementary Credit Card) or disclosure of the PIN and / or the OTP to any unauthorized Person or loss or theft of the Mobile Device. The principal Cardholder and the supplementary Cardholder shall be responsible for all transactions, costs and damages

effected or caused by the use of the Credit Card whether or not authorized by the Cardholder (including either the principal Cardholder or the supplementary Cardholder). If the Cardholder reports the loss or theft or unauthorized disclosure as soon as reasonably practicable after he / she finds any loss or theft of the Credit Card or the Mobile Device or unauthorized disclosure of the PIN and / or the OTP and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Credit Card and the Mobile Device and the secrecy of the PIN and the OTP and keep the PIN and the OTP separately from the Credit Card), the maximum liability of the Cardholder shall not exceed HKD500.00. The limit of liability is confined to loss specifically related to the Credit Card Account (as defined in paragraph 4 below) and in circumstances described above and does not cover cash advance, 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 Credit Card or the Mobile Device (as the case may be) has been lost or stolen or that there has been an unauthorized disclosure of the PIN and / or the OTP, where the Cardholder is liable for all losses.

4. The "Credit Card Account" means the account opened and maintained with the Bank in connection with the use of the Credit Card (including an account comprised in the Credit Card) which shall be subject to a credit limit determined by the Bank from time to time. The Cardholder agrees to reimburse the Bank forthwith any amount in excess of the credit limit (if applicable). The Cardholder shall pay a special levy (in an amount determined by the Bank from time to time) on each occasion the credit limit is exceeded.
5. Credit Card Account Linkage
 - a. Chip Credit Card (except UnionPay Dual Currency Credit Card) can link with a maximum of 9 accounts. HKD, CNY & MCY accounts of Multi-Currency account are treated as three separate accounts.
 - b. Foreign currency account (MCY) provides ATM balance enquiry service only.
 - c. Magnetic Strip Credit Card can link with a maximum of 2 accounts, while the foreign currency account (MCY) information cannot be enquired through ATM.
 - d. The first linked account of UnionPay Dual Currency Credit Card will be the RMB account of UnionPay Dual Currency Credit Card by default.
 - e. If the Cardholder does not specify the currency type of the linked accounts, HKD, RMB and MCY (if applicable) accounts will be linked automatically.
 - f. When account linkage request has been successfully processed, the Cardholder will receive a confirmation letter, he / she can enquire his / her account at any one of Dah Sing Bank ATMs with his / her Credit Card.
6. The Cardholder may register for the Bank's e-Banking services by using his / her Credit Card and the PIN. The use of such facility will be subject to the Bank's Master Terms and Conditions.
7. The Credit Card may be used 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) The amount of the cash advance or cash withdrawal (as the case may be) shall be within the credit limit of the Credit Card Account and

the daily withdrawal limits of any terminals operated or designated by the Bank. There is a daily cash withdrawal limit of HKD20,000 for ATM. 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 Credit Card Account, and to be paid before the payment due date specified in the monthly statement of Credit Card Account sent by the Bank to a Cardholder (or the principal Cardholder where there is a supplementary Credit Card) ("Statement").

8. The Cardholder shall directly settle disputes between merchants and the Cardholder for goods and services acquired and the Bank shall not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour the Credit Card. The Bank makes no representation or guarantee in respect of goods and services supplied by merchants. Any enquiry, comment or complaint about goods and services supplied by merchants should be directed to the respective merchants.
9. 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; and (iii) pay the entire balance due on demand.
10. In most cases the Cardholder will need to try and solve the problem of error or omission or any unauthorized Transactions by first contacting the retailer. If that proves unsuccessful, then the Cardholder may contact the Bank to raise a query about the transaction. The Cardholder needs to:
 - a. Raise a dispute within 60 calendar days after the Statement date (please refer to the "Timeframe for Card Issuer to submit Chargeback Request to Merchant Acquirer" in "Dah Sing Credit Card Transaction Dispute Form" for details) to allow the Bank to have sufficient time to process the dispute request;
 - b. Submit chargeback request and provide relevant supporting documents to facilitate the processing of the request, including but not limited to the below documents (please refer to "Dah Sing Credit Card Transaction Dispute Form" for the types of supporting documents per chargeback reason):
 - i. Completed and signed Dah Sing Credit Card Transaction Dispute Form;
 - ii. Transaction documents, e.g. payment receipt copy, service agreement or contract, etc.; and
 - iii. Any proof that the merchant failed to deliver the goods or services and calculate the undelivered / unconsumed portion, if applicable;
 - c. Fax all the required information to Dah Sing Card Centre at 2232 5991 or email to ccdisspute@dahsing.com

To assist the Bank in making a chargeback request to the merchant acquirer, please note the timeframe requirements among Card Associations as set out in the "Timeframe for Card Issuer to submit Chargeback Request to Merchant Acquirer" in "Dah Sing Credit Card Transaction Dispute Form".

For the detailed workflow of Credit Card Chargeback Mechanism, please refer to "Dah Sing Credit Card Chargeback Mechanism and Transaction Dispute Form" available on our Bank website.

11. To cancel the recurring payment instruction(s), such as autopay, the Cardholder should directly contact the relevant merchant(s) who will be responsible for making the necessary arrangements.
12. Fees relating to foreign currency transaction:
 - a. Transaction fee for foreign currency transaction: **1.95%** on the transaction amount in foreign currency made outside of Hong Kong or in Hong Kong
 - b. Transaction fee for cross-border transaction: (applicable to settling foreign currency transaction in Hong Kong Dollars) **1%** on the transaction amount in Hong Kong currency made outside of Hong Kong or at any merchants not registered in Hong Kong.
13. The Cardholder may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. Customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees (a transaction fee for cross-border transaction of **1%** on the transaction amount will be charged by Visa / MasterCard and debited to the relevant Credit Card Account) to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee (except UnionPay Dual Currency Credit Card).
14. The following fees and charges apply as appropriate:
 - a. Financial Charges:
 - i. APR for retail purchase is **34.46%*** when the Cardholder opens an account and it will be reviewed from time to time. The Bank will not charge the Cardholder finance charges if he / she pays the balance in full by the due date each month. Otherwise, finance charges will be charged on (i) the unpaid balance from the date of the previous Statement on a daily basis; and (ii) the amount of all new transactions from the respective transaction dates, until payment in full.
 - ii. APR for cash advance is **35.81%*** when the Cardholder opens an 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.
 - iii. Delinquent APR is **34.46%*** (retail purchase) & **35.81%*** (cash advance / "Smart Choice" Balance Transfer Program and / or Cash Conversion Plan) if there are 2 or more delinquent records in the Cardholder's Credit Card Account in the past 12 consecutive months, the above finance charges rate will be assessed.

*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.

- b. Annual Fee: **HKD300** for Classic Card / UnionPay Dual Currency Classic Card (**HKD150** for each supplementary Card) **HKD600** for Gold Card / Titanium Card (**HKD300** for each supplementary Card) **HKD1,800** for Platinum Card / UnionPay Dual Currency Platinum Card / UnionPay Dual Currency Diamond Card (**HKD900** for each supplementary Card) **HKD2,000** for World Mastercard (**HKD1,000** for each supplementary Card)
- c. Late Payment Fee: **HKD / RMB300** or an amount equivalent to the minimum payment stated on the monthly Statement (whichever is lower)
- d. Overlimit Handling Charge: **HKD / RMB200** each time (each Credit Card Account will be charged maximum once per Statement cycle)

If the Cardholder requires any additional services, other fees and charges (such as Paper Statement Fee, etc.) may apply. For details, please refer to "Key Facts Statement of Credit Card" available on our Bank website.

- 15. On all purchase transactions charged to the Credit Card, the Cardholder can enjoy an interest-free period of up to 60 days.
- 16. In addition to any right of set-off or other general lien or similar right to which the Bank may be entitled under the law, the Cardholder hereby agrees that the Bank shall have the right and is authorized to the fullest extent permitted by law, at any time and from time to time hereafter and, without prior notice to the Cardholder, to set-off and / or initiate transfers of and apply all or any of the credit balances (whether or not matured or due and payable or subject to any notice or not, and including property in the possession or control of the Bank) of the accounts (whether or not in Hong Kong or foreign currency) maintained with the Bank or with any Bank Group Company (as defined hereinafter), 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 paragraph 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 requires 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 paragraph 16, "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 Credit Card Account of the supplementary Cardholder against the credit balance in the bank account of that supplementary Cardholder but the debit balance in the Credit Card Account(s) of the principal Cardholder or other supplementary Cardholders shall not be set off against such credit balance of a supplementary Cardholder.

In the event of any discrepancy between the English and Chinese versions of this User Note, the English version shall prevail.

To borrow or not to borrow? Borrow only if you can repay!

The service(s) / product(s) mentioned herein is / are not targeted at customers in the EU.