

## Dah Sing Bank Instalment Loan Terms & Conditions

To: Dah Sing Bank, Limited

In consideration of Dah Sing Bank, Limited (the "**Bank**") agreeing to provide me / us (the "**Borrower**") with the facility mentioned below, the Borrower agrees to abide by the following terms and conditions:

1. Drawings
  - 1.1. In these terms and conditions, the term "**Loan**" refers to the principal sum advanced and to be advanced by the Bank and outstanding from time to time under the "Credit Mastermind Instalment Loan" / the "Express Money Instalment Loan" / the "Express Money Plus Instalment Loan" / the "e-Cash Instalment Loan" / the "e-Cash Plus Instalment Loan" / the "Instalment Personal Tax Loan" (whichever is applicable).
  - 1.2. Save and except in the cases of the Credit Mastermind Instalment Loan, Express Money Plus Instalment Loan and e-Cash Plus Instalment Loan, the entire amount of the Loan approved by the Bank shall be drawdown in one lump sum at such time as may be agreed between the Borrower and the Bank and at the interest rate mentioned in the relevant loan confirmation letter issued by the Bank. Proceeds of the Loan will be credited to the personal account of the Borrower maintained with the Bank as stipulated in the application form unless the Borrower wishes to withdraw the money by cashier order or by transfer to other account(s) designated by the Borrower and agreed to by the Bank.
  - 1.3. The granting of the Loan by the Bank is subject to the information provided by the Borrower, which must be true and accurate, and is contingent upon the credit record of the Borrower having met the credit requirements of the Bank. The Borrower shall authorize the Bank to verify any source that the Bank may choose.
  - 1.4. The application for the Loan by the Borrower (the "Application") is irrevocable and cannot be withdrawn by the Borrower once it is accepted and confirmed by the Bank (the "Successful Application").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 with the relevant reason(s) or without giving any reason (as the case requires) therefor. The Bank may in its sole and absolute discretion determine the final amount of the Loan (as opposed to the loan amount applied for) to be granted to and the relevant interest to be payable by the Borrower.
  - 1.5. In respect of the Credit Mastermind Instalment Loan, Express Money Plus Instalment Loan and e-Cash Plus Instalment Loan,
    - a) the Loan may comprise of 2 different amounts, one being the "Cash Out Amount" and the other being the "Total Settlement Amount", which comprises one or more "Settlement Amount(s)";
    - b) Upon Successful Application, the Bank shall disburse (i) the Total Settlement Amount to the bank account(s) in Hong Kong as designated by the Borrower (the "Settlement Loan Account(s)") for the sole purpose of the Borrower making of repayment for his / her indebtedness owing to third party financial institution(s) and / or finance company(ies) (the "Indebtedness"); and (ii) the Cash Out Amount to a

bank account in Hong Kong as designated by the Borrower for his / her own use (collectively, the "Disbursement"). A loan confirmation letter shall be issued to the Borrower which may contain, inter alia, (if applicable) the details of the relevant Loan, Total Settlement Amount, Cash Out Amount, interest, date of Disbursement and repayment information. The loan confirmation letter shall form part of the agreement between the Borrower and the Bank under the Successful Application of the Borrower. Should there be any decimal place in the Monthly Instalment Amounts, it will be rounded up to the nearest dollar;

- c) Upon or after the Disbursement, the Borrower shall, at the request of the Bank, forthwith cancel / terminate any or all of the Settlement Loan Accounts and / or his / her credit cards or personal loan accounts which incurred the Indebtedness (collectively, "Debt Accounts") and notwithstanding the aforesaid, the Bank is hereby authorized by the Borrower to cancel / terminate any or all of the Debt Accounts for and on his / her behalf at any time after the Disbursement; and
- d) For the avoidance of doubt, despite the Disbursement, the Borrower shall remain responsible for any outstanding debts in the Debt Accounts and the Borrower shall be responsible for any additional costs and expenses payable to the third party financial institution(s) and / or finance company(ies) arising out of or in connection with the Disbursement.

1.6. In respect of the Express Money Instalment Loan and e-Cash Instalment Loan, the Borrower may, after drawdown of the Loan (the amount of which to be determined by the Bank and to be referred hereinafter as the "Drawdown Amount"), apply to redraw another Loan with an amount up to the credit limit (if applicable) previously approved by the Bank (the "New Loan") provided that the Borrower shall repay the Drawdown Amount with the New Loan upon drawdown of the same. If the redrawn application is approved by the Bank, the Bank will notify the Borrower in writing of, inter alia, the tenor, new interest rate and new monthly repayment amount for the total loan amount of the New Loan and these terms and conditions (as may be revised and announced by the Bank from time to time) will remain applicable to the New Loan and binding on the Borrower (collectively, the "Top-up Feature").

1.7. In respect of the Express Money Plus Instalment Loan and e-Cash Plus Instalment Loan, the Top-up Feature is only applicable to the Cash Out Amount (and not the Total Settlement Amount). For the avoidance of doubt, the Top-up Feature is not available for the Credit Mastermind Instalment Loan and Instalment Personal Tax Loan.

2. Interest

2.1. Interest on the Loan shall accrue from date of drawdown and calculated at such fixed flat rate as the Bank determines at its sole discretion depending on the amount of the Loan, the loan tenor and the instalment terms (details of which will be provided when the Loan is approved) and subject to variation as the Bank may announce from time to time and calculated on monthly basis. The monthly repayment amount shall be apportioned between the Loan, interest and loan



handling fee (if applicable) in such manner as the Bank thinks fit.

3. Repayment / Prepayment

3.1. **The Borrower shall repay the Loan together with interest, accrued interest, charges, expenses, loan handling fee (details of which will be provided when the Loan is approved, subject to change from time to time) or other liabilities hereinafter mentioned, by the number of monthly instalments agreed to by the Bank and within the loan tenor offered by the Bank and selected by the Borrower and through a designated repayment account, whether maintained with the Bank or other banks in Hong Kong (the "Repayment Account"). The Borrower irrevocably authorizes the Bank to auto-debit the Repayment Account on the repayment due date for instalment repayment on monthly basis, subject however to the Bank's overriding right of full repayment on demand and undertakes to keep the Repayment Account with adequate funds to meet each monthly repayment as it falls due.**

3.2. In general, clearing and settlement of banks in Hong Kong take place from Mondays to Fridays (each a "clearing day") when they are opened for business. If the repayment due date for a particular instalment of the Loan falls:

- a) on a Saturday or a Sunday or a clearing day which is a public holiday, the repayment will be made on the following clearing day, unless such clearing day shall fall in the next calendar month then it shall be made on or as at the immediately preceding clearing day; or
- b) on either 29th, 30th or 31st of a month and if a particular month does not have that date, the repayment will be made on the last clearing day of that month.

3.3. Partial repayment of the Loan is not allowed. However, prepayment is accepted provided that the prepayment amount is the multiple of the monthly repayment amount. After each prepayment, the repayment due date will be adjusted by the Bank accordingly.

3.4. **Early settlement will be permitted on prior notice and on such terms as the Bank may at its absolute discretion decide (subject to change from time to time) subject to repayment of the entire outstanding principal of the Loan, accrued interest for the month, loan handling fee (if applicable) and early settlement handling fee at certain percentage of original Loan amount or outstanding principal amount (rounded up to the nearest Hong Kong Dollar) (subject to a minimum sum as announced by the Bank from time to time). The entire outstanding principal amount of the Loan, accrued interest and loan handling fee (if applicable) are calculated on the basis of the formula known as the "Rule of 78". The Bank may at its sole discretion (subject to change from time to time) determine how the early settlement amount is to be calculated or re-calculated in such manner (including a manner different from that mentioned above and in the Borrower's application form).**

3.5. Where repayment is not received by the Bank by the repayment due date, the Bank may make further debits on such other days after the due date as the Bank thinks fit and the Borrower agrees to pay for the late charges, penalty charges and interest at such rate and from such time as the Bank may announce from time to time. If the



repayment is made through an account maintained by the Borrower with other banks, the Borrower shall also pay for the autopay returned unpaid charge as imposed by the relevant bank due to those further debits.

- 3.6. If the Borrower fails to make any monthly repayment when due, default interest and a late charge shall be payable. Default interest is calculated at certain percentage as specified by the Bank from time to time on overdue instalment payment on daily basis from the due date to the date of actual repayment; late charge is a fixed amount as specified by the Bank from time to time. Such default interest and late charge will be charged on monthly basis.
- 3.7. Upon full repayment and discharge of the Loan and all other liabilities mentioned herein, the Bank may at its sole discretion (i) send its cheque in favour of the Borrower for the remaining balance received from the Borrower (if any) ("**Surplus Amount**") to the last known address of the Borrower in case the Repayment Account of the Borrower is not maintained with the Bank or (ii) transfer the Surplus Amount to the Repayment Account of the Borrower maintained with the Bank or (iii) otherwise pay the Surplus Amount to the Borrower by whatever means as the Bank thinks fit.
4. Other Charges
- 4.1. If the first repayment date of the Loan as requested by the Borrower and approved by the Bank is more than one month from the date of drawdown, an extension fee will be charged on the amount of the Loan drawn at monthly flat rate on daily basis from the date which is one month after the drawdown date to the first repayment date (subject to change from time to time).
- 4.2. Apart from the early settlement handling fee referred to under clause 3.4 above, the late charge referred to under clause 3.6 above and the extension fee referred to under clause 4.1 above, the Bank is entitled to impose other charges in connection with the Borrower's obligations hereunder or in respect of the Loan at such rate as announced by the Bank from time to time.
- 4.3. The aforesaid amounts or percentage of fees, charges, default interest and late charges applicable to the Loan are stipulated in the Bank's Bank Service Charges (subject to change from time to time upon giving prior notice).
5. Events of Default
- 5.1. All moneys payable hereunder together with legal costs (in a reasonable sum and reasonably incurred) in enforcing the terms hereof shall become immediately due and payable upon the happening of any one of the following events:
- a) if the Borrower defaults in payment on the due date of any of the instalments;
  - b) if the Borrower is insolvent or unable to pay his debt;
  - c) if the Borrower has any execution or distress issued or levied against him;
  - d) if any other circumstances occur which in the opinion of the Bank gives reasonable grounds to believe that the Borrower may not (or may not be able to) perform his obligations hereunder; or
  - e) (Applicable to Credit Mastermind, Express Money Plus Instalment Loan and e-Cash Plus Instalment Loan Borrower) if the Borrower (without the Bank's consent and within 12 months of drawdown) applies for or sets up any other unsecured loan or loan account including credit card account.



- 5.2. The Loan will be subject to the Bank's review periodically as the Bank deems fit at its sole and absolute discretion with or without prior notice.
- 5.3. Notwithstanding any provision to the contrary in these terms and conditions, the Bank expressly reserves the rights at its sole and absolute discretion from time to time with prior notice:
- a) to increase, reduce, cancel, suspend, withdraw, terminate and / or modify the Loan or any part or parts thereof whether used or unused;
  - b) 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;
  - c) to increase and / or vary the interest rate applicable to the Loan;
  - d) to reduce and / or vary the repayment period; and / or
  - e) to amend any term or condition contained herein.
- 5.4. Notwithstanding any provision to the contrary in these terms and conditions and in addition to clause 3.1 above, the Bank expressly reserves the right at its sole and absolute discretion at any time without prior notice to exercise the overriding right to demand immediate repayment of the Loan or any part or parts thereof.
- 6. Set-Off**
- 6.1. **In addition to any right of set-off or other general liens or similar rights to which the Bank may be entitled at law, the Borrower 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 Borrower, 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) of the accounts (whether or not in Hong Kong dollars or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Borrower or jointly with another person, in or towards discharging the Borrower'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 Borrower 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 clause will most likely be exercised by the Bank if the Borrower fails to repay any outstanding indebtedness due to the Bank. Where such combination, set-off or transfer require 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 Borrower upon request). For the purpose of this clause and clause 8.2 below, the expression "Bank Group Company" means holding company of the Bank, any subsidiary of the Bank or of its holding company and all associated or related companies.**
7. Collection Charges
- 7.1. The Bank may at any time take such action as it in its absolute discretion thinks fit to enforce its rights in respect of the Loan including without limitation employing third party debt collection agencies to collect



any sums owing to the Bank. **The Borrower shall be liable to reimburse on demand and indemnify the Bank in full against all charges and expenses which are of reasonable amount and are reasonably incurred in enforcing these terms and conditions and in recovering any amounts for which the Borrower may be liable to the Bank (including costs and expenses incurred by such third party debt collection agencies and the Bank's own legal costs and expenses). The Borrower further agrees to indemnify the Bank against any loss or damage suffered from providing the Loan to or performing banking services for the Borrower.**

8. Personal and Account Data

8.1. The Borrower acknowledges that he has received a copy of the Bank's Notice to Customers relating to Customers' Data ("**Notice**") and agrees to allow the Bank to use the data or information given by the Borrower 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.

8.2. 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 Borrower 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 Borrower between the Bank and its contractors or outsourced agents and including Bank Group Company 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.

8.3. The provisions in the Code concerning the Bank's continuing obligation during or upon termination of the Loan and the right of the Borrower to access and to delete shall equally apply to the handling of data mentioned in clause 8.2 above.

8.4. In connection with the consideration of the Borrower's application for the Loan, the Bank has been provided with and considered a credit report on the Borrower provided by relevant credit reference agencies. Should the Borrower wishes to contact such credit reference agencies for the purpose of making a data access request or data correction request under the Personal Data (Privacy) Ordinance, the Borrower may do so by contacting the relevant credit reference agencies directly. For details and contact information of the relevant credit reference agencies, please refer to the Bank's website [dahsing.com/cra/en](http://dahsing.com/cra/en).

8.5. If any of the aforesaid credit reference agencies agree to comply with a data correction request made by the Borrower, the Bank will, if the Borrower so requests, use a new credit report obtained from such credit reference agency containing the corrected data as the basis for reconsideration of the Borrower's Loan application.

8.6. Without prejudice to the generality of clause 8.2 above, the Borrower 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 Borrower and / or any matter relevant to the Loan at any



time without further reference to or consent from the Borrower 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 Loan.

9. Related Party

9.1. The Borrower undertakes to advise the Bank whether:

- a) the Borrower 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);
- b) the Bank or any of its directors or controllers or any relative of such directors or controllers is interested as director, partner, manager or agent of the Borrower;
- c) any of the directors or controllers of the Bank or any relative of such directors or controllers is a guarantor of the Borrower; or
- d) any director, former director (within past 12 months), chief executive or controller of any member of the Bank Group or any relative of such director, former director, chief executive or controller holds 30% or more of the Borrower's issued shares.

9.2. The Borrower represents and warrants that, in the absence of the aforesaid advice, the Borrower is not so related. The Borrower undertakes to advise the Bank in writing should the Borrower becomes so related subsequent to the grant of the Loan.

9.3. For the purpose of this clause 9, "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.

10. Miscellaneous

10.1. Any statement of account signed by the Bank or any of its authorized officer(s) shall, in the absence of manifest error, be final and conclusive evidence of the amount due.

10.2. If the Borrower consists of more than one person, their liabilities and obligations of each such person in respect of the Loan and hereunder shall be joint and several.

10.3. The Borrower shall indemnify the Bank in full against any losses or damages suffered by the Bank from providing the Borrower with the Loan (save where the same is the result of the Bank's gross negligence or wilful default).

10.4. The Borrower shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank. **The Borrower shall also promptly inform the Bank in writing of all changes in employment, residential address or telephone number of the Borrower.**

10.5. The Borrower consents to the provision by the Bank to guarantor (if applicable) documents evidencing the obligations to be guaranteed including the following:

- a) a copy or summary of the agreement relating to the Loan;
- b) a copy of any demand of payment which is sent to the Borrower after the Borrower has failed to settle



- overdue amount following a customary reminder;  
and
- c) at the request of the guarantor, a copy of the latest statement of account provided to the Borrower.
- 10.6. The Borrower may not assign the whole or any part of his 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.
- 10.7. All notices, statements or correspondences given by the Bank may be sent by ordinary post or electronic means (including but not limited to email, inbox message of online banking and SMS) to the Borrower's last known mailing address / email address / telephone number (as the case may be) notified to and recorded at the Bank and shall be deemed to have been delivered immediately upon issuance. All notices or correspondences given by the Borrower shall be deemed to have been received upon actual receipt by the Bank.
- 10.8. In the course of providing the services under these terms and conditions, the Bank may record verbal instructions received from the Borrower and / or any verbal communication between the Borrower and the Bank.
- 10.9. All terms and conditions herein are subject to the special terms and conditions set out in the relevant loan confirmation letter issued by the Bank. Any terms and conditions (including fees and charges) of the Loan may be altered from time to time by the Bank at its sole discretion. The Bank will, without prejudice to Clause 5.3 above, notify the Borrower of such alteration by prior written notice sent to the Borrower's last known address / contact details (as the case may be) notified to and recorded at the Bank by way of post or other channels / electronic means (that the Bank may, in its absolute and sole discretion, deem fit under different circumstances).
- 10.10. Apart from these terms and conditions, the Borrower acknowledges that the application for the Loan and its utilization is subject to the "Master Terms and Conditions" of the Bank / "Master Terms and Conditions for VIP Banking Services" of the Bank including its General Terms and all its applicable Specific Terms (each as amended from time to time) ("**Master Terms and Conditions**"). In case there is any inconsistency between these terms and conditions and the Master Terms and Conditions, these terms and conditions shall prevail.
- 10.11. 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.
- 10.12. No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.
- 10.13. 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.
- 10.14. These terms and conditions are governed by and construed in accordance with the law of Hong Kong Special Administrative Region ("Hong Kong") and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.



10.15. The Chinese version of these terms and conditions is for reference only and in case of any inconsistency between the English and the Chinese versions, the English version shall prevail.

Dah Sing Bank, Limited  
November 2024

## Dah Sing Bank Revolving Loan Terms & Conditions

To: Dah Sing Bank, Limited,

In consideration of Dah Sing Bank, Limited (the "**Bank**") agreeing to provide me / us (the "**Borrower**") with the facility mentioned herein below, the Borrower agrees to abide by the following terms and conditions: -

1. **Definition**  
In these terms and conditions, the term "**Loan**" refers to the principal sum advanced and to be advanced by the Bank and outstanding from time to time under e-Cash Revolving Loan / In-Money Revolving Loan / Virtual Cash / YouBuy Cash (whichever is applicable).
2. **Drawings**
  - 2.1. The entire amount of the Loan approved by the Bank shall be drawdown in one lump sum at such time as may be agreed between the Borrower and the Bank and finance charge shall accrue thereon from the date of drawdown and calculated at such rate as set out in the relevant loan confirmation letter issued by the Bank (subject to change from time to time). Proceeds of the Loan will be credited to the account of the Borrower maintained with the Bank as designated by the Borrower unless the Borrower wishes to withdraw the Loan by a cashier's order or by transfer to other account(s) designated by the Borrower and agreed by the Bank.
  - 2.2. The Bank will issue a cash withdrawal card (the "**Cash Card**") for the Loan account opened by and maintained with the Bank in the name of the Borrower (the "**Account**") with a corresponding personal identification number (the "**PIN**") (provided by the Bank or set by the Borrower) to access the Account through such automatic teller machines or such other machines or devices designated by the Bank from time to time for cash withdrawal. **Cash withdrawal with the Cash Card will incur handling fee at such percentage of the withdrawal amount as the Bank may specify from time to time (subject to such minimum amount as the Bank may announce from time to time).** For the avoidance of doubt, finance charge of all cash withdrawal transactions will be calculated from the date of cash withdrawal, irrespective of whether the Account is with credit or debit balance on the relevant transaction date.
  - 2.3. Any amount of the Loan repaid with cleared funds may be re-borrowed by making withdrawals using the Cash Card. Such re-borrowed amount shall be combined with additional loans (if any) granted or to be granted by the Bank from time to time (subject to the Bank's sole discretion and whether at the request of the Borrower or otherwise). These terms and conditions (as may be revised and announced by the Bank from time to time) will remain applicable to the aforesaid re-borrowed amount and binding on the Borrower.
  - 2.4. The Loan will be subject to the Bank's review periodically as the Bank deems fit at its sole and absolute discretion with or without prior notice.
3. **Finance Charge and other Charges**  
**Apart from the cash withdrawal handling fee referred to under Clause 2.2 above and the late repayment fee referred to under Clause 4.2 below, the Bank is entitled**



to impose the following additional charges on the Borrower (subject to change from time to time):

- 3.1. Finance charge at such rate as announced by the Bank from time to time will be calculated daily (on the basis of a 365 days' year) on the debit balance of the Account (Account balance is to be determined by all transactions posted). The accrued finance charges (subject to a minimum amount as announced by the Bank from time to time) will be debited to the Account at monthly intervals. If there is any delinquent record during a certain period as specified by the Bank, the finance charge will be charged at a higher rate as determined by the Bank at its sole discretion (subject to change from time to time).
- 3.2. A non-refundable annual fee in an amount as announced by the Bank from time to time will be charged on the Account every year on a date stipulated by the Bank. Such annual fee shall be subject to variation at the Bank's sole discretion (subject to change from time to time).
- 3.3. An overlimit handling charge in such amount as determined and announced by the Bank from time to time will be charged on the Account on each occasion when the total debit balance of the Account exceeds the pre-set limit of the Bank. In addition, the Borrower agrees to make relevant deposit into the Account forthwith (and in any event not later than the next repayment due date or such other date as designated by the Bank) so that the aforesaid pre-set limit will not be exceeded.
- 3.4. If the Borrower requests the Bank to retrieve a Statement (as defined under Clause 5.1 below) or, notwithstanding the rights of the Bank under Clause 4.3 below, if the Borrower withdraws the credit balance of the Account (by cashier order), a handling fee in such amount as determined and announced by the Bank from time to time will be charged by the Bank on the Borrower.
- 3.5. A handling fee in such amount as determined and announced by the Bank from time to time will be charged on the Account when a cheque payment or a direct debit payment is returned unpaid.
- 3.6. In case there is a loss of the Cash Card, the Bank may at the request of the Borrower issue a replacement card at a fee which will be charged in such amount as determined by the Bank from time to time.
- 3.7. The Bank may also charge other fees in connection with the Borrower's obligations hereunder or in respect of the Loan at such rate as announced by the Bank from time to time.
- 3.8. The aforesaid amounts or the percentage of fees, charges and finance charges (including the annualized percentage rate) applicable to the Loan are stipulated in the Bank's Bank Service Charges (subject to change from time to time upon giving prior notice).
4. Repayment
- 4.1. The Borrower is required and hereby agrees to pay at least the monthly minimum repayment amount on or before the repayment due date (as shown in the Statement issued under Clause 5 below) and such amount is calculated at a percentage of the total outstanding debit balance of the Account (subject to a minimum sum as announced by the Bank from time to time). Notwithstanding any provision to the contrary in these terms and conditions, the Loan is subject to the Bank's overriding right of repayment on demand at any time without prior notice.

- 4.2. In the event of default in repayment of any payment under these terms and conditions, the Loan then outstanding together with all accrued finance charges thereon and all applicable fees and charges provided herein (if any) will immediately become due and payable upon given prior notice. Without prejudice to the Bank's right to terminate the Loan, a late repayment fee in such amount as announced by the Bank from time to time will be charged on the Account for each month when the monthly minimum repayment amount is outstanding until repayment. The late repayment fee will be drawn from and form part of the Loan and will bear interest thereon.
- 4.3. The Borrower acknowledges that the Account shall not be used as a depository account for depositing money (regardless of the value of such deposit) and any overpayment in excess of the total outstanding debit balance of the Account shall be kept to a minimum. If there is credit balance in the Account (the "**Credit Balance**") after settlement of the total outstanding debit balance of the Account, the Bank has the sole discretion to return all (but not part of) the Credit Balance to the Borrower in the following ways without prior notice or giving any reasons therefor: -
- where the Borrower maintains depository account(s) with the Bank (the "Existing Account(s)"), by depositing the Credit Balance into any of the Existing Account(s);
  - where the Borrower does not maintain any Existing Account(s), by sending a cheque or cashier order in favour of the Borrower for the amount of the Credit Balance to the last known address of the Borrower registered with the Bank; or
  - by any other means as the Bank may deem appropriate.
- 4.4. Notwithstanding any provision to the contrary in these terms and conditions, the Bank expressly reserves the rights at its sole and absolute discretion from time to time with prior notice:
- to increase, reduce, cancel, suspend, withdraw, terminate and/or modify the Loan or any part or parts thereof whether used or unused;
  - to cancel, suspend or terminate the use of the Cash Card (including the Account);
  - 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;
  - to increase and/or vary the interest rate applicable to the Loan; and/or
  - amend any term or condition as contained herein.
- 4.5. Notwithstanding any provision to the contrary in these terms and conditions and in addition to clause 4.1, the Bank expressly reserves the right at its sole and absolute discretion at any time without prior notice to exercise the overriding right to demand immediate repayment of the Loan or any part or parts thereof.
5. Statement
- 5.1. The Bank will issue and send by mail or such other electronic or conventional means as may be determined by the Bank to the Borrower a statement in respect of the Account (the "Statement") at monthly intervals with record of all transactions effected by the use of the Cash Card and all finance charge, fees and charges payable, but the Bank is entitled not to issue a Statement if there has been no transaction in respect of the Account since the date of the previous Statement.



- 5.2. The Statement shall be final and conclusive in the absence of manifest error and the Borrower agrees to (i) review and examine such Statement and notify the Bank of any error or omission or any unauthorized transactions within 90 days from the date of the Statement; and (ii) inform the Bank if no Statement is received.
- 5.3. The Borrower must immediately report to the Bank in writing or by telephone or by visiting any one of the Bank's branches (which the Bank may require the Borrower to confirm in writing any details given) after the Borrower becomes aware of or suspects any loss or theft of the Cash Card or disclosure of the PIN to any unauthorized person. The Borrower shall be responsible for all transactions, costs and damages effected or caused by the use of the Cash Card and the PIN whether or not authorized by the Borrower except in cases where the Borrower has reported the loss or theft of the Cash Card or unauthorized disclosure of the PIN forthwith upon becoming aware of or suspecting the same and has acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Cash Card and the secrecy of the PIN and keep the PIN separately from the Cash Card).
6. Events of Default
- 6.1. All moneys payable hereunder together with legal costs (in a reasonable sum and reasonably incurred) in enforcing the terms hereof shall become immediately due and payable upon the happening of any one of the following events:
- a) if the Borrower defaults in payment on the due date or dates;
  - b) if the Borrower is insolvent or unable to pay his debt;
  - c) if the Borrower has any execution or distress issued or levied against him; or
  - d) if any other circumstances occur which in the opinion of the Bank gives reasonable grounds to believe that the Borrower may not (or may not be able to) perform his obligations hereunder.
- 6.2. Where the Bank demands full repayment of all amount owing hereunder, **the Bank may also charge penalty interest at such rate as determined by the Bank (subject to the minimum amount as specified by the Bank from time to time).**
7. **Set-Off**  
In addition to any right of set-off or other general liens or similar rights to which the Bank may be entitled at law, the Borrower 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 Borrower, 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) of the accounts (whether or not in Hong Kong dollars or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Borrower or jointly with another person, in or towards discharging the Borrower'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 Borrower 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 clause will most likely be exercised by the Bank if the



**Borrower fails to repay any outstanding indebtedness due to the Bank. Where such combination, set-off or transfer require 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 Borrower upon request). For the purpose of this Clause and Clause 9.2, the expression "Bank Group Company" means holding company of the Bank, any subsidiary of the Bank or of its holding company and all associated or related companies.**

8. Collection Charges

The Bank may at any time take such action as it in its absolute discretion thinks fit to enforce its rights in respect of the Loan including without limitation employing third party debt collection agencies to collect any amount owing by the Borrower to the Bank. **The Borrower agrees to reimburse on demand and indemnify the Bank in full against all reasonable costs and expenses (including legal fees reasonably incurred by the Bank) in enforcing these terms and conditions and in recovering any amounts for which the Borrower may be liable to the Bank. The Borrower further agrees to indemnify the Bank against any loss or damage suffered from providing the Loan to or performing banking services for the Borrower.**

9. Personal and Account Data

9.1. The Borrower acknowledges that the Borrower 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 Borrower 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.

9.2. 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 Borrower 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 Borrower between the Bank and its contractors or outsourced agents and including Bank Group Company 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.

9.3. The provisions in the Code concerning the Bank's continuing obligation during or upon termination of the Loan and the right of the Borrower to access and to delete shall equally apply to the handling of data mentioned in Clause 9.2 hereof.

9.4. In connection with the consideration of the Borrower's application for the Loan, the Bank has been provided with and considered a credit report on the Borrower provided by relevant credit reference agencies. Should the Borrower wish to contact such credit reference agencies for the purpose of making a data access request or data correction request under the Personal Data (Privacy) Ordinance, the Borrower may do so by contacting the relevant credit reference agencies directly. For details and contact information of the relevant credit reference agencies, please refer to the Bank's website [dahsing.com/cra/en](http://dahsing.com/cra/en).



- 9.5. If any of the aforesaid credit reference agencies agree to comply with a data correction request made by the Borrower, the Bank will, if the Borrower so requests, use a new credit report obtained from such credit reference agency containing the corrected data as the basis for reconsideration of the Borrower's Loan application.
- 9.6. Without prejudice to the generality of Clause 9.2 above, the Borrower 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 Borrower and / or any matter relevant to the Loan at any time without further reference to or consent from the Borrower 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 Loan.
10. Related Party
- 10.1. The Borrower undertakes to advise the Bank whether: -
- a) the Borrower 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 Borrower.
- 10.2. The Borrower represents and warrants that, in the absence of the aforesaid advice, the Borrower is not so related. The Borrower undertakes to advise the Bank in writing should the Borrower becomes so related subsequent to the grant of the Loan.
- 10.3. For the purpose of this Clause 10, "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.
11. Others
- 11.1. The Borrower shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank. **The Borrower shall also promptly inform the Bank in writing of all changes in employment, residential address or telephone number of the Borrower.**
- 11.2. The Borrower may not assign the whole or any part of his 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.
- 11.3. All notices, statements or correspondences given by the Bank may be sent by ordinary post or electronic means (including but not limited to email, inbox message or online banking and SMS) to the Borrower's last known mailing address / email address / telephone number (as the case may be) notified to and recorded at the Bank and shall be deemed to have been delivered immediately upon



issuance. All notices or correspondences given by the Borrower shall be deemed to have been received upon actual receipt by the Bank.

- 11.4. In the course of providing the services under these terms and conditions, the Bank may record verbal instructions received from the Borrower and / or any verbal communication between the Borrower and the Bank.
- 11.5. Apart from these terms and conditions, the Borrower acknowledges that the application for the Loan and the Cash Card and their utilization or use shall be subject to the "Master Terms and Conditions" of the Bank including its General Terms and all its applicable Specific Terms (including but not limited to the Specific Terms for ATM Card Service) (each as amended from time to time) (the "**Master Terms and Conditions**"). In case there is any inconsistency between these terms and conditions and the Master Terms and Conditions, the Master Terms and Conditions shall prevail to the extent of such inconsistency. For the avoidance of doubt, references to the "Account" and the "Cash Card" in these terms and conditions shall be deemed to be references to "account" and a "Card" in the Master Terms and Conditions respectively.
- 11.6. The Borrower consents to the provision by the Bank to guarantor (if applicable) documents evidencing the obligations to be guaranteed including the following:
  - a) a copy or summary of the agreement relating to the Loan;
  - b) a copy of any demand of payment which is sent to the Borrower after the Borrower has failed to settle overdue amount following a customary reminder; and
  - c) at the request of the guarantor, a copy of the latest Statement provided to the Borrower.
- 11.7. All terms and conditions herein are subject to the special terms and conditions set out in the relevant loan confirmation issued by the Bank. Any terms and conditions (including interest rates and fees and charges) of the Loan may be altered from time to time by the Bank at its sole discretion. The Bank will, without prejudice to Clause 4.4 above, notify the Borrower of such alteration by prior written notice sent to the Borrower's last known address / contact details (as the case may be) notified to and recorded at the Bank by way of post or other channels / electronic means (that the Bank may, in its absolute and sole discretion, deem fit under different circumstances).
- 11.8. If the Borrower consists of more than one person, the liabilities and obligations of each such person in respect of the Loan and hereunder shall be joint and several.
- 11.9. 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.
- 11.10. No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.
- 11.11. The Chinese version of these terms and conditions is for reference only and in case of any inconsistency between the English and the Chinese versions, the English version shall prevail.
- 11.12. 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.

## 12. Law and Jurisdiction

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

Dah Sing Bank, Limited  
November 2024

## Appointment of Chip 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 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 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 (Retail Banking Division), 2507 8122 (Commercial Banking Division) or 2507 8403 (Private Banking Department).

## Master Terms and Conditions

The Master Terms and Conditions can be found on [dahsing.com](http://dahsing.com) or through the staff members of the Bank at any of the Bank's branches.