

**DAH SING CREDIT /DEBIT CARD  
CARDHOLDER AGREEMENT ("CARDHOLDER AGREEMENT")  
(Including RMB Cards)**

**IMPORTANT:** Please read this Cardholder Agreement carefully and make sure that you understand the terms and conditions before using or signing the Card (as defined below)

- Definitions
 

(a) "ATM" means an automated teller machine in operation in the Network. (b) "Bank" means Dah Sing Bank Limited, the card issuer and includes its successors and assigns. (c) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank for effecting Banking Transaction. (d) "Banking Transaction" means a transaction effected through a Bank Account by the use of the Card and the PIN. (e) "Card" means, a Classic Visa Card, Gold Visa Card, Platinum Visa Card, MasterCard Card, Gold MasterCard Card, Platinum MasterCard Card, MasterCard PayPass Card, an Internet Credit Card, RMB Credit Card, RMB Debit Card, a Supplementary Card or any other Credit Cards or Debit Cards (howsoever described) issued by the Bank alone or in conjunction with another institution, which Card may be a physical Card or may comprise of a Card Account only. (f) "Card Account" means the account opened and maintained by the Bank in connection with the use of the Card. (g) "Card Transaction" means the supply of goods or services paid for by the use of the Card. (h) "Cardholder" means both the Principal Cardholder and Supplementary Cardholder. (i) "Debit Card" means a Card that can be used to obtain cash or make payment at a point of sale by drawing on and debiting the Cardholder's available balance in the Card Account. (j) "Foreign Exchange Limit" means the maximum cash amount of RMB which an individual is allowed to take out of Mainland China on a single occasion on daily basis as announced by the authorities in Mainland China. (k) "Mainland China" means any part of PRC, other than Hong Kong, Macau and Taiwan. (l) "Network" means the geographical locations designated by the Bank for Cardholder to access the ATM or to effect banking or Card Transactions. (m) "PRC" means the People's Republic of China. (n) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever. (o) "Principal Card" means a Card issued to a Principal Cardholder. (p) "Principal Cardholder" means in the case of a joint application for the opening of Card Account, the first Cardholder at whose request and in whose name a Card is issued. (q) "PIN" means the personal identification number issued to a Cardholder required to access a terminal /ATMs. (r) "RMB" means Renminbi, the lawful currency of PRC. (s) "RMB Card" means either a Credit Card or Debit Card using RMB as means of denomination and payment and for use in Mainland China. (t) "Statement" means a monthly statement of account sent by the Bank to a Cardholder (or the Principal Cardholder where there is a Supplementary Card), setting out the state of account in the Card Account. (u) Supplementary Card" means a Card from time to time issued by the Bank to Supplementary Cardholder at the joint request of the Supplementary Cardholder and the Principal Cardholder. (v) "Supplementary Cardholder" means a person to whom a Card is issued at the joint requests of the Principal Cardholder and that person. (w) "Transaction" means any payment for supply of goods and/or services, cash advance, cash withdrawal or deposit or transfer, whether effected with or without the signature of the Cardholder, at any approved point of sale terminal, by telephone, fax, mail, through electronic means or otherwise, and includes MasterCard PayPass Transaction. (x) "MasterCard PayPass Transaction" means any acquisition of goods or services, including cash withdrawal, cash advance, deposit or transfer whether authorized by the Cardholder or not (subject always to the limit of liability under Clause 10) effected through the contactless payment application device introduced by the Bank on such terms as the Bank may announce from time to time and known as "MasterCard PayPass". (y) Unless the context requires otherwise: - (i) words denoting one gender shall include all other genders; and (ii) words denoting the singular shall include the plural and vice versa.
- Applicability of this Agreement
 

The use of the Card and the operations of the Bank Account are subject to the terms and conditions of this Agreement from time to time in force and the Cardholder agrees to be bound by the same by his application in writing or orally or by other electronic means and by his signature on or use of the Card (whether or not he has acknowledged receipt of the Card).
- The Card and PIN
 

(a) **The Cardholder shall sign the Card immediately upon receipt. (b) The 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 Card and the PIN and keep the Card safely under his personal control and the PIN 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. The Bank shall not be held liable for any loss or damage to the Card or PIN or any 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. (ii) The Cardholder shall under no circumstances disclose the PIN to any person, or allow the Card and the PIN 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 on the Card or on anything usually kept with or near the Card. (v) The PIN shall always be disguised if written down or recorded in any form.**
- Use of the Card
 

(a) The Card is denominated in RMB or Hong Kong Dollars. RMB Card is only valid for use in Mainland China (unless otherwise announced by the Bank) and for acquisition of goods and/or services from designated merchants and/or cash advances in RMB at designated ATM or other outlets. (b) The Card may be used: - (i) with the credit limit notified by the Bank to the Cardholder from time to time and in case of Debit Card, with the credit balance of the Card Account maintained with the Bank, and (ii) between the valid date (if any) and the expiry date embossed on its face or assigned by the Bank. The Bank has the sole discretion to determine the credit limit and to adjust it as the Bank may think fit. The credit limit may be cancelled at any time by the Bank without condition or prior notice. (c) The Cardholder's right to use the Card shall determine forthwith: - (i) in the events mentioned in Clause 12 hereof; or (ii) in the event of loss or theft of the Card. (d) **If a Cardholder loses or misplaces his Card or requires renewal or replacement or additional Card, the Bank may at its discretion issue such Card or Cards as the Cardholder may require and for a fee.** (e) Use of the Card shall be subject to the terms and conditions current at the time of use, including any amendments or additions including foreign exchange controls provided in Clause 9 herein for RMB Cards. (f) The Card shall not be used for any unlawful purposes or activities including payment for any illegal betting and the Bank has the absolute discretion to refuse to honour any Transactions(s) or to act on any relevant instructions which it reasonably believes or suspects to be illegal or unlawful purposes. (g) Cash advance may be effected over bank counter or through ATMs in either Hong Kong and/or Mainland China depending on the card brand and as designated by the Bank from time to time and a handling fee and exchange charges at a rate determined by the Bank will be charged in respect of each cash advance under Clause 7(E) hereof.
- Sufficient Funds
 

In case of Debit Card, the Cardholder undertakes to ensure that there will be sufficient available funds in the Card Account and/or Bank Account at the time when a Transaction is to be performed by use of the Debit Card and the Bank has the absolute discretion to refuse to approve a Transaction when there is insufficient available funds in the Card Account/Bank Account. **Where any such Transaction has been effected by the Bank despite the insufficiency of available funds, the Cardholder undertakes to repay to the Bank immediately on demand such amount so overdrawn or exceeded together with interest at such rate and such special levy as the Bank may determine from time to time.** If the Card Account shows a credit balance, the Bank may, but is not obliged to, permit interest to be earned on a daily basis and credited to the Card Account on every Statement day.
- Billing
 

(a) The Bank will issue to the Cardholder a Statement of the Card Account on monthly basis with record of all Transactions effected by the use of the Card and the annual fees, interest, service or other charges payable including the credit balance on the Card Account since the last Statement. (b) The Cardholder shall be liable for the balance as at the date on which the Statement should otherwise be sent is less than such amount as may be notified by the Bank from time to time. (b) The Statement shall indicate in Hong Kong dollars or RMB

for RMB Card; (i) the amount then outstanding (in respect of both the Principal Card and Supplementary Card where applicable) as at the date of Statement; (ii) the payment due date; (iii) the minimum payment required; (iv) (where a Transaction is incurred in a currency other than RMB or Hong Kong dollars) the Hong Kong dollar or RMB equivalent of the Transaction at such exchange rate as the Bank may determine. (c) **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; (iii) pay the entire balance due on demand.** (d) The Statement will be sent to the Cardholder (or to the Principal Cardholder only where there is a joint account) by mail or such other means as may be determined by the Bank. However, if the Cardholder has advised the Bank that the Statement may be sent to him, the Statement may, at the discretion of the Bank, be sent to the Cardholder but the Cardholder may by quoting such password as may be assigned by the Bank gain access to the Statement through the internet at such web site as may be designated by the Bank from time to time. In such event the Customer undertakes to check the Statement whether through the Internet or otherwise from time to time and in any event no less than once every calendar month to ensure that no unauthorized Transactions have been effected through the Card.

- Charges
 

(A) **Minimum Payment Due (a) The Cardholder agrees to pay the minimum payment due as shown in the Statement on or before the payment due date as indicated in the Statement. In case of Debit Card, the minimum payment due is the entire outstanding debit balance as at the payment due date. For credit cards, the minimum payment due is calculated at a percentage of the entire balance as at date of Statement subject to a basic charge, plus the amount in excess of the applicable credit limit. (b) The Cardholder may pay an amount exceeding the minimum payment due. Unless the Cardholder pays the full amount outstanding, a finance charge will be made in accordance with Clause 7C herein.(B) Credit Excess (a) For Debit Card, there are no credit facilities. In other cases, the Card Account shall be subject to a credit limit determined by the Bank from time to time. (b) The Cardholder agrees to reimburse the Bank forthwith any amount in excess of the credit limit (if applicable) or in case of Debit Card, the entire amount standing to the debit of the Card Account when the Card Account shows a debit balance and not in excess of the credit limit as specified in the Statement. (c) The Cardholder shall pay a special levy (in an amount determined by the Bank from time to time) on each occasion the credit limit or the available credit balance (as the case may be) is exceeded. (C) Finance Charge (a) No finance charge (other than finance charge on credit card cash advances calculated from date of credit card advance) will be charged on the account shown in the Statement provided that the Cardholder pays the full amount not later than the payment due date and for Debit Card, the entire debit amount. (b) For credit card holders and if the Cardholder elects to make payment of the minimum payment due as stated in the Statement (and in case of Debit Card where the Cardholder fails to make payment of the entire debit balance in the Card Account as shown in the Statement), a finance charge will be made on: (i) the full amount of the Statement balance (or debit balance for Debit Card) as from date of the Statement until repayment by the Cardholder; and (ii) the amount of all new Transactions and Finance charges which are made on any day after the date of the Statement (or cash advance) from date of the respective transaction date of the new Transactions, notwithstanding that such new Transactions are not due for repayment. In case of cash withdrawal by the use of Debit Card, any withdrawal above the available balance will incur the finance charge calculated from the date of cash withdrawal. (c) The finance charge will be at such percentage per month as announced by the Bank with an annualized percentage rate equivalent calculated in accordance with the Code of Banking Practice issued on a daily basis, provided that if there are delinquent records during the specified period, the finance charge will be at a higher percentage per month as announced by the Bank, and provided further that the finance charge for Platinum Cardholder shall be such applicable alternative rate as offered by the Bank at its discretion and accepted by the Cardholder. (D) Late Charge. A late charge representing a percentage per month will be levied on the full amount of the minimum payment due (subject to a minimum and maximum sum as announced by the Bank) if the Cardholder fails to make payment of the minimum payment due on the payment due date as indicated in the Statement.(E) Cash Advance / Cash Withdrawal Fee (a) The Cardholder can obtain cash by way of advance and for Debit Card, by way of withdrawal from any branches of the Bank or other Network locations or terminals as specified by the Bank from time to time. (b) The amount of the cash advance or cash withdrawal (as the case may be) shall be within the credit limit of the Card Account (in case of Debit Card, the available credit balance of the Card Account/Bank Account) and the daily withdrawal limits of any terminal or outlet. (c) The Cardholder shall be liable for the following charges: (i) Finance Charge of Clause 9 hereof. (c) 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 Card Account, and to be paid before the payment due date specified in the Statement. (F) Service Charge. A non-refundable annual service charge at such rate as the Bank may from time to time determine will be charged to the Card Account every Statement day. (G) Return Charge. A handling fee shall be charged to the Card Account for a fee as announced by the Bank will be charged for any cheque issued in settlement of account or for Debit Card, issued for deposit to the Card Account which is dishonoured or in relation to any autopay authorization which is either dishonoured or revoked without the consent of the Bank. (H) Cheque Facilities Handling Fee. A handling fee (but subject to minimum fee) at a rate as the Bank may determine from time to time shall be charged for any cheque issued in connection with the Card Account. (I) Miscellaneous Charges. The Bank may in appropriate circumstances also charge the Cardholder other fees and charges including but not limited to sales draft retrieval fee, statements retrieval fee and fee for credit balance withdrawal, at such amounts as determined and announced by the Bank from time to time. (J) Should the Bank accept payment in currencies other than Hong Kong Dollars, such a payment shall be converted into Hong Kong Dollars at the Bank's discretion and at a rate of exchange determined by Visa International and/or MasterCard International and for a fee as announced by the Bank and/or Visa International and/or MasterCard International. Any such fees and charges shall be debited into the Card Account.**
- Payment / Deposit / Set-off
 

(a) For Debit Card, payment or deposit received by the Bank will only be credited to the Card Account after due verification and such verification may not take place on the same day, and the amount credited to the Card Account will be available for use only after collection and/or one business day after the credit (whichever is later). (b) Payment received by cheque or by cash will only be credited after the secondly towards other fees and costs, legal or otherwise; and thirdly towards reimbursement of the costs of Transactions, and fourthly towards repayment of Cash Advance or Cash withdrawal (as the case may be); provided that the outstanding amount due for the longest period under each of these categories shall be satisfied first. (c) Payment or deposit to the Bank may be made by such means as the Bank shall from time to time stipulate. If payments or deposits are made by the use of a customer activated terminal, such payment or deposit will be subject to the terms and conditions of the terminal or the Bank's transaction records and deposit envelope. (d) Deposits by the use of the Card may by ATM whether by cheque or by cash will only be credited after the secondly towards other fees and costs. (e) The Bank shall have incurred any legal fees for the recovery of any sums, costs and expenses payable hereunder by the Cardholder or as a result of the enforcement of any terms or conditions hereof, the Cardholder shall fully reimburse the Bank of all such legal fees and other expenses incurred in that connection without any deduction whatsoever (in reasonable amounts and were reasonably incurred and detailed breakdown of such legal fees and expenses shall be provided by the Bank at the e-mail address last notified in writing to the Bank if the same was not returned undelivered. (f) In case of renewal or replacement of Card, Banking Transaction or Card Transaction effected by the use of the new Card or through hand-carrier ensuring that both the hologram and magnetic tape have been cut). PROVIDED THAT while the Principal Cardholder can be held liable by the Bank for the debts of the Supplementary Cardholder, the Supplementary Cardholder shall not be liable for the debts of the Principal Cardholder or other Supplementary Cardholders. However, the Supplementary Cardholder shall always be liable for the debts of the Bank from time to time and for any sums payable by him. (d) Upon termination for whatever reason, the provisions of Clause 12A(i) and (ii) shall apply.

**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, 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 shall be 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 Cardholder 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 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 clause, 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. For the avoidance of doubt, the Bank may set off the debit balance in the Card Account of the Supplementary Cardholder against the credit balance in the Bank Account of that Supplementary Cardholder but the debit balance in the Card Account(s) of the Principal Cardholder or other Supplementary Cardholders shall not be set off against such credit balance of a Supplementary Cardholder. (h) Notwithstanding anything contained in this Agreement, where any Supplementary Cards are issued (i) the Principal Cardholder shall be liable for all sums payable by the Principal Cardholder and any Supplementary Cardholder under this Agreement or otherwise due to the Bank in respect of the Card Accounts; and (ii) each Supplementary Cardholder who is not a minor shall be liable for all sums payable in respect of Transactions made by him. (i) Credits to the Card Account for refunds made by merchants will be made only when the Bank receives a properly issued credit voucher duly signed by the merchant before the payment or deposit is made. The refund or deposit shall not be made when actually received by the Bank and without any set off, claim, condition, restriction, deduction or withholding whatsoever. (k) For RMB Cards, payments made to the Bank shall be in RMB at designated locations in Mainland China (or, at the option of the Cardholder, in Hong Kong dollars at designated locations in Hong Kong) at an exchange rate determined by the Bank. Should the Bank accept payment in currencies other than RMB or Hong Kong Dollars, such a payment shall be converted into RMB or Hong Kong Dollars at the Bank's discretion and at a rate of exchange determined by Visa International and/or MasterCard International and for a fee as announced by the Bank. Any conversion fees shall be debited into the Card Account. (l) Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all collection, administrative or handling fees for processing such bank draft or instrument will be credited into the Card Account.**

- (For RMB Cards only) Credit Balance and Cash Advance
 

(A) (a) If there is a credit balance in the Card Account ("Credit Balance") after settlement of all Transaction fees and charges, the Cardholder may collect the entire Credit Balance (or any part thereof) in RMB at designated locations in Mainland China. (b) The Cardholder may also withdraw the entire Credit Balance in Hong Kong and in Hong Kong dollars on termination of the Card Account or where the Credit Balance does not exceed the Foreign Exchange Limit. (c) Where the Foreign Exchange Limit is exceeded, the Cardholder may only withdraw Hong Kong dollars in Hong Kong up to the Foreign Exchange Limit with the remaining Credit Balance to be withdrawn in Mainland China and in RMB. (d) Notwithstanding anything aforesaid, the Bank has the sole discretion to refund the Credit Balance in Hong Kong dollars at designated locations as the Bank may determine and the Bank is entitled to charge a handling fee and a currency conversion fee (where applicable) at a rate determined by the Bank for each such refund. (B) Cash Advance can be made in Mainland China subject to the available Credit Limit and the Foreign Exchange Limit.
- Loss and Theft
 

(a) The Cardholder must report to the Bank and to the Police in writing as soon as reasonably practicable after he finds any loss or theft of the Card (including both the Principal Card and/or the Supplementary Card) or disclosure of the PIN to any unauthorized person. The Principal Cardholder and the Supplementary Cardholder shall be responsible for all Transactions, costs and damages effected or caused by the use of the Card whether or not authorized by the Cardholder (including either the Principal Cardholder or the Supplementary Cardholder). (b) If the Cardholder reports the loss or theft or unauthorized disclosure as soon as reasonably practicable after he finds any loss or theft of the Card or unauthorized disclosure of the PIN and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Card and the secrecy of the PIN and keep the PIN separately from the Card) the maximum liability of the Cardholder shall not exceed HK\$500.00. (c) The limit of liability is confined to loss specifically related to the Credit Card Account and in circumstances described above and does not cover cash advance, or Debit Card, 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 Card has been lost or stolen or where there has been an unauthorized disclosure of the PIN when the Cardholder is liable for all losses.
- Amendments and Additions
 

(a) The Bank hereby reserves the right to amend the terms and conditions hereof including without limitation the rates of interest charges or currency conversion or other fees and method of payment or deposit or to provide additional terms at any time and from time to time to take effect on the date stipulated by the Bank (which shall be not less than 30 days before the change takes effect). (b) If the Cardholder does not accept such amendments or additions, the Cardholder shall before the day when the amendment or addition is to take effect give written notice to the Bank terminating the Card Account and the use of the Card and returning the Card and the Bank shall repay the annual or other periodic fee of the Card on a pro-rata basis. If the fee can be separately distinguished and unless the amount involved is minimal. (c) If the Cardholder uses or retains the Card after the relevant date mentioned in 11(b) hereof, he shall be deemed to have accepted and agreed to such amendments and additions without reservation. (d) Notice of amendment or addition shall be served by ordinary post to the address last notified to the Bank by the Cardholder and deemed served on the day after posting.

- Breach and Termination
 

(A) **In the event of any breach of the terms of this Agreement the Cardholder (in case of joint account both the Principal Cardholder and the Supplementary Cardholder) shall pay to the Bank on demand (i) all monies due as at date of demand (or subsequent demands); (ii) all losses, damages, costs and expenses (including reasonable amounts and reasonable attorneys' fees) incurred and collector fee of a reasonable amount and reasonably incurred) arising out of the use of the Card by the Cardholder (or in case of joint account by either the Principal Cardholder or the Supplementary Cardholder). (B) Termination (a) Use of the Card shall be terminated without notice upon the death, bankruptcy, insolvency of the Cardholder or upon any other reasons deemed fit by the Bank. (b) The Bank reserves the right to terminate the use of the Card and any services thereby offered or disapprove any Transaction (including Banking Transaction) without giving any prior notice or reasonable opportunity to the Cardholder to rectify the breach. (c) The Cardholder shall be deemed to have agreed to the termination of the Card and any services thereby offered or disapproved by the Bank's negligence or wilful default and whereupon the Cardholder is to surrender the Card on demand. (c) (i) The Principal Cardholder may at any time terminate the use of the Card (which includes both the Principal Card and the Supplementary Card). (ii) A Supplementary Cardholder may at any time terminate the use of the Supplementary Card. (iii) Any notice by a Cardholder shall be in writing and returning the Card (both the Principal Card and the Supplementary Card as the case may be) and both the Principal Cardholder and Supplementary Cardholder shall be jointly and severally liable for all Transactions effected through the use of the Card prior to the Bank's receipt of the surrendered Card (duly defaced by cutting off the front top right-hand corner ensuring that both the hologram and magnetic tape have been cut). PROVIDED THAT while the Principal Cardholder can be held liable by the Bank for the debts of the Supplementary Cardholder, the Supplementary Cardholder shall not be liable for the debts of the Principal Cardholder or other Supplementary Cardholders. However, the Supplementary Cardholder shall always be liable for the debts of the Bank from time to time and for any sums payable by him. (d) Upon termination for whatever reason, the provisions of Clause 12A(i) and (ii) shall apply.**

- Disclosure of Liability
 

**13.1 The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied; (b) the refusal of any Person or terminal to accept a Card; (c) the malfunction of any Person or terminal; (d) the giving of a Transaction Instruction other than by a Cardholder; (e) any statement made by any Person requesting the return of the Card or any act performed by any Person in conjunction therewith; (f) the exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other Person or computer terminal; (g) the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 12 here; (h) any liability of the Cardholder in respect of the Card or any Supplementary Card or the Cash Reward of the Card, any request for its return or the refusal of any Person to honour or accept the Card. 13.2 Nothing in 13.1 shall exempt the Bank from liabilities where there is wilful default or negligence or where such exclusion is prohibited by the laws of Hong Kong.**
- Disclosure and Use of Information
 

(a) The Bank may from time to time send to the Cardholder its Notice to Customers relating to Customers' Data. The current version of the Notice may also be made available on the website of the Bank from time to time. The Bank may use the data of the Cardholder for such purposes and disclose the same to such classes of persons as set out in such Notice from time to time. (b) The Cardholder agrees that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of the Cardholder's liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to the Cardholder, the monthly statements and such other data of the Cardholder as the Bank may deem fit. (c) The Cardholder will obtain the prior consent of his referees before giving their names and other personal data to the Bank.
- Expenses of Enforcement
 

The Cardholder acknowledges that the Bank may appoint agents for the collection of any money due by the Cardholder and without prejudice to the indemnity in Clause 8(e) herein, the Cardholder agrees to indemnify the Bank on demand all costs, expenses and charges in such collection (in reasonable amounts and were reasonably incurred and detailed breakdown of such costs, expenses and charges shall be provided by the Bank at the Cardholder's request).
- ATM Facilities
 

Except to the extent that these terms and conditions require otherwise the Bank Accounts shall be governed by the respective prevailing rules and regulations of the Bank Accounts and the rules and regulations governing the Bank Accounts operated through ATM or any other devices or terminals in the Network for effecting payment or deposit or transfer of funds by electronic means from time to time announced by the Bank, including any banking or foreign exchange regulations in Mainland China.
- Cheque Facilities
 

(a) The Bank shall send cheque books to the Cardholder in person, or forward it by messenger, by post or through such other means as it deems fit to the Cardholder's address or such other address as may be specified by the Cardholder at his own risk according to his instruction. (b) **The Cardholder shall keep its cheque books safe and secure at all times. The Cardholder shall immediately notify the Bank on discovering loss or theft of its cheque book. No cheque book or cheque issued by the Bank shall be valid for use by any other person. No cheque should be pre-signed in blank. (c) The drawn amount of each cheque shall be posted to the designated Card Account in which the amount shall not exceed the available credit limit (or available credit balance in case of Debit Card) of the Card Account. (d) The Cardholder should exercise care when drawing cheques so as to avoid alteration and prevent fraud or forgery. All cheques must be written in non-erasable ink or ball-point pen in Chinese or English. The amount both in words and figures should be inserted as close as possible to the left hand margin so that there is no space for insertion. The word "only" should be inserted after the amount stated in words. (e) Any alteration on a cheque will not be accepted unless it is confirmed by the signature of the drawer near such alteration. (f) The Bank shall be entitled to pay or reject a cheque, which may cause the connected Card Account to be overdrawn. A service charge will be imposed by the Bank in respect of each dishonoured cheque. (g) The Bank shall be entitled to return any cheque which is incorrectly completed, altered without authorization or which bears a date subsequent to or more than 6 months prior to the date of presentation. (h) Cheques provided by the Bank will remain the property of the Bank. (i) The Cardholder understands that a "bearer" cheque is payable to the bearer of the cheque while an "order" cheque is payable to the payee named in the cheque only. Further, "crossed" cheque may only be paid through bank accounts. Accordingly, when sending cheques through mail or otherwise, the words "or bearer" on the cheques should be deleted and the cheques should be crossed with two parallel transverse lines. (j) Any request or instruction to stop payment of cheques should be given in writing by the Cardholder before the cheque has been paid with such particulars as may be required, namely, number, amount, payee and date issued. The Bank may, at its discretion, impose such handling charge as it may determine in respect of each request or instruction to stop payment. (k) Cheques drawn by the Cardholder which have been paid may, after having been recorded in electronic form, be retained by the collecting bank of Hong Kong Interbank Clearing Limited for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed. The Bank is authorized to contract with collecting banks, Hong Kong Interbank Clearing Limited and other persons in accordance with the aforesaid. (l) Cheques cannot be used to effect withdrawals of cash or transfer of funds over the counter and will only be honoured by the Bank after clearing. (m) Notwithstanding the agreed credit limit, the Bank may at any time with or without notice, and without giving any reason or liability on the part of the Bank, terminate the cheque facilities and refuse to honour any cheque drawn. **The Cardholder agrees to pay a service charge for any dishonoured cheque and to refund with interest the amount of any cheque so paid by the Bank despite termination of the facilities and to indemnify the Bank for any loss, damages, liabilities or claims in connection with the drawing of any such cheque.** (n) Nothing herein shall exempt the Bank where there is negligence or wilful default.**

- Insurance Policy (only applicable to Credit Card)
 

The following provisions shall apply where the Cardholder has elected to join the Optional Payment Protection Plan. Notwithstanding anything mentioned herein, such payment protection plan shall not be applicable to Debit Card. (a) Where the Cardholder has elected to join the Optional Payment Protection Plan ("Insurance Policy") or the terms of this Agreement and provided that no premiums are in arrears, the Bank agrees (i) in the event of the Principal Cardholder's death, to arrange payment by the Insurer to the Bank of the entire balance due on the Card Account at the date of the Bank's receipt of Notice of Death subject to an absolute maximum as announced by the Bank but excluding any charges mentioned above; (ii) in the event of the complete inability of the Principal Cardholder, as a result of injury or sickness to perform his remunerated each and every duty of his/her own occupation for not less than 30 days in duration for not less than 30 days in duration and be certified by a registered medical practitioner and his/her employer), to arrange payment by the Insurer to the Bank of the minimum payment due in the Statement for a maximum period of 12 months and up to an upper limit of all claims under this benefit of a sum stipulated by the Bank. But pre-existing conditions are excluded. (b) The cover under the Insurance Policy has no surrender value and the Bank or the Insurer reserves the right to terminate the cover under the Insurance Policy due to the Cardholder's breach of these terms herein or failure to pay premiums due to the Insurer. (c) Claims shall be made to the Bank in writing. Such claims will be paid provided that the Insurance Policy is covered by the terms of the Insurance Policy and satisfactory evidence of the claim is received.(d) The Insurance Policy covered by this Agreement is governed by the Master Policy whether or not the Cardholder has been supplied with a copy of the Master Policy. The Master Policy is available for inspection on request at the Head Office of Dah Sing Life Assurance Company Limited at normal business hours and a copy of which is available for inspection at the office of Dah Sing Life Assurance Company Limited in Hong Kong currently situated at 17/F, Island Place Tower, North Point, Hong Kong. (e) The Bank shall be deemed to have accepted and agreed to the Insurance Insurer reserves the right to require the Cardholder to undergo such medical or other examination as the Insurer may require.(f) The cover under the Insurance Policy is underwritten by Dah Sing Life Assurance Company Limited (a company incorporated in Bermuda with limited liability and having its office at 17/F, Island Place Tower, 510 King's Road, North Point, Hong Kong). (g) The cover under the Insurance Policy will be automatically cancelled if the minimum payment due is not paid within sixty days after payment due date. Reinstatement of the cover will be at the discretion of the Insurer and may be subject to the payment of a premium or a sum to pay such premium as required for the cover under the Insurance Policy as notified by the Bank from time to time.
- Assignment of Rights (For ANA Card HK Visa Platinum only)
 

(a) The Cardholder shall be deemed to have assigned to the Bank all of its rights hereunder without the consent of the Cardholder and to disclose personal and financial data to the assignee.

- Credit Card "Cash Reward" Program ("the Program") (only applicable to Credit Card)
 

(A) The Program is applicable to Credit Cards only and the terms and conditions herein shall be applicable to all Cardholders who are entitled to participate in the Program provided that there is no breach of the main terms and conditions governing the use of the Card issued by the Bank. (B) Depending on the amount of interest incurred and the volume of transaction in the Card Account including any new spending (other than cash advances) since the last statement and purchases for goods and services, the Bank will grant reward to the Cardholder by awarding him "Cash Reward." (C) Cash Reward are calculated (a) on the statement date and rounded down to the nearest unit for calculation; (b) by using different formulas for interest incurred and retail spendings by reference to the amount of interest billed and the dollar volume of new spending or such other sums as the Bank may announce from time to time; (c) based on the retail purchase and interest billed of every single transaction under individual Card Account (including all Principal and Supplementary or Affiliated Cards). The Cash Reward will also be reported in different lump sums with respect to different currencies. (l) Cash Reward will stop to be awarded where there are two or more delinquency payments in any period of twelve months (or such period as the Bank may announce) prior to date of Cash Reward; and (ii) the Bank may reverse any cash awarded in circumstances other than those mentioned in Clause (E)(b) herein without any reason being given. (D) Cash will be credited to the appropriate Card Account on the first working day after statement date irrespective of the amount of Cash awarded. (E) Cash Reward will be credited to the Cardholder's account only if the Cardholder is a Cardholder. (E) Cash Reward credited (a) shall not be redeemable as cash and no demand for payment will be allowed; (b) will be forfeited and no claim whatsoever shall be made; - (i) if the Card Account is closed or otherwise terminated (whether by the Bank or not) pursuant to the main terms and conditions governing the use of the Card; or (ii) if the Program is terminated by the Bank by notice; or (iii) if the Principal Cardholder dies.(F) The Bank may: (a) award Cash Reward to a particular Cardholder on such terms as the Bank deems fit and grant extra Cash Reward as announced from time to time on retail purchase transactions on specified dates and in the case of Platinum MasterCard Card, the alternative of spending on specified dates (where a specific date will be given and no additional cash rebate will be granted on specified dates); (b) debit the Card Account by the credited amount and make the necessary adjustment if any cash reward awarded were irregularly obtained by the Cardholder including fraud; (c) vary the terms herein or terminate the Program (in whole or in part) at any time with or without notice and the Cardholder shall have no claim whatsoever against the Bank. (G) Cash Reward awarded shall not be transferable or assignable, and in the case of Platinum MasterCard and any other credit cards issued by the Bank in conjunction with other institutions or as announced by the Bank from time to time (and notwithstanding any references to Cash Reward granted on interest incurred and billed mentioned under this Clause), and no Cash Reward will be made on interest payment, unless the Bank announces otherwise. (H) The terms and conditions contained herein shall form part of the main terms and conditions governing the use of the Card and be construed accordingly.
- Use of Credit Card 24-Hour Customer Service Hotline ("the System")
 

The System is applicable to both Credit and Debit Cards. (a) The Cardholder shall strictly follow such operating instructions for the use of the System as from time to time issued by the Bank; (b) **The Bank is authorized to act on any instructions which the Bank in good faith believes emanate from the Cardholder, and in no circumstances shall the Bank be liable to the Cardholder for acting in good faith and without negligence upon instructions which turn out to have emanated from fraudulent or dishonest persons and the Bank shall not be under any duty to verify the identity of the persons giving instructions purportedly in the name of the Cardholder.** Any information given by the System for reference only. **The Bank shall not be liable or responsible for the sufficiency or accuracy of the information so given** and the Bank reserves the right to update and vary such information from time to time and at any time. (d) In connection with the use of the System, the Bank makes no representations or warranties of any kind, including but not limited to any warranties of fitness for a particular purpose or merchantability, nor are any warranties to be implied with respect to the information given or services furnished by or in connection with the use of the System. (e) The Bank shall not be held liable for any loss or damage to the Bank or its equipment or lack of security in any communication line, telephone, computer system or other equipment used for or in connection with the operation of the System or any cause beyond the Bank's control. (f) **The Cardholder shall be responsible for all consequence of any instructions and/or his use of the System and shall keep the Bank indemnified at all times against all claims, demands, actions, proceedings, damages, losses, costs and expenses (in reasonable amounts and were reasonably incurred and detailed breakdown of such costs, expenses and charges shall be provided by the Bank at the Cardholder's request) which may be brought against or incurred by the Bank and which arise directly or indirectly out of or in connection with his use of the System unless due to the wilful default or negligence of the Bank such indemnity shall continue notwithstanding the termination of the Credit Card 24-Hour Customer Service of the Bank.** (i) The Bank may (but shall not be obliged to) record and the Cardholder hereby consents to the Bank recording instructions by writing and/or tape recording and/or any other method and such record of any instructions shall be conclusive and binding on the Cardholder. (g) Nothing herein shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.(h) For the purposes of the foregoing, "Instructions" means any instructions given by the Cardholder or purported to be given by the Cardholder for the use or in connection with the use of the System. (i) The Bank may at any time terminate the Credit Card 24-Hour Customer Service without notice, without assigning any reason and without incurring any liability to the Cardholder. (j) The Cardholder acknowledges and agrees that the Cardholder can operate all other accounts opened with the Bank through the Credit Card Customer Service of the Bank.
- Law and Language
 

(a) This Agreement shall be construed by Hong Kong Laws and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts, and the terms herein may be enforced in any place where the Cardholder or his assets may be found. (b) (i) At any time, any of these terms and conditions is or become illegal, invalid or unenforceable in whole or in part, the illegality, invalidity or unenforceability of the remaining terms and conditions shall not be affected thereby. (c) Nothing in this Agreement shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong. (d) This Agreement is written in both English and Chinese and in the event of conflict, the English version shall prevail.

- Miscellaneous
 

(a) Without prejudice to the other provisions of this Agreement, if the Cardholder shall be absent from Hong Kong for more than sixty days, arrangement shall be made to settle the Card Account prior to his/her departure. (b) **The Cardholder will notify the Bank promptly in writing of any change in employment or office or residential address. The Cardholder shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank.** (c) The Principal Cardholder and the Supplementary Cardholder will be informed of the means by which a Supplementary Card may be cancelled and suspended including the need to return the Supplementary Card to the Bank as soon as possible. (d) The Cardholder acknowledges that the Bank has outsourced certain parts of its operation and functions to IBM China/Hong Kong Limited and therefore his data may be processed and maintained by other service providers of the Bank. (e) Any statement, notice or demand given by the Bank hereunder shall be deemed to have been received by the Cardholder (i) by post, within two days of it being posted by prepaid post to the Cardholder's last known address in Hong Kong or, if the Cardholder's last known address is outside Hong Kong, within seven days of it being posted by prepaid post to such address; and (ii) if by e-mail, immediately after transmitting to the Cardholder's e-mail address last notified in writing to the Bank if the same was not returned undelivered. (f) In case of renewal or replacement of Card, Banking Transaction or Card Transaction effected by the use of the new Card or through the Card Account shall be sufficient act of validation of such Card notwithstanding any other requirements stipulated by the Bank.
- Assignment of Rights (For ANA Card HK Visa Platinum only)
 

(a) The Cardholder shall be deemed to have assigned to the Bank all of its rights hereunder without the consent of the Cardholder and to disclose personal and financial data to the assignee.