

**有關《大新「信用卡」或「簽賬卡」持卡人合約（「持卡人合約」）（包括人民幣卡）》  
之修訂通知**

由**2025年8月12日**（「生效日期」）起，大新銀行有限公司（「本行」）之《大新「信用卡」或「簽賬卡」持卡人合約（「持卡人合約」）（包括人民幣卡）》將被修訂如下：

條款	內容（刪除之內容以劃掉方式標記，新增及更改之內容以灰色標記）
1.	<p><b>釋義</b></p> <p>(f) 「銀行戶口」乃指持卡人在銀行開設<b>其中用以進行銀行交易之戶口</b>，但不包括「銀行卡」戶口。</p> <p>(p) 「流動裝置」乃指用以接收一次性密碼<b>及 / 或被用以（或已經被用以）提出進行交易的手提電話或手提裝置或個人電腦或可穿戴電子設備或其他電子設備。</b></p>
4.	<p><b>「銀行卡」之使用</b></p> <p>(a) 「銀行卡」以人民幣或港幣作單位，但「雙幣信用卡」則以港幣（就港幣戶口而言）及人民幣（就人民幣戶口而言）兩幣作單位，<b>以及大新多貨幣 Mastercard® 扣賬卡是以銀行指定並適用的多種貨幣作單位。</b>「人民幣卡」及（就其包含的人民幣戶口而言）「雙幣信用卡」只限於國內（除非銀行另有宣佈）及為從指定商號購物及 / 或取服務及 / 或在指定 ATM 或其他出口店以人民幣而作的現金貸款而有效使用。</p>
6.	<p><b>結賬</b></p> <p>(b) 結賬單將以港幣或（如是人民幣卡）以人民幣計算顯示，「雙幣信用卡」的結賬單則以港幣（就港幣戶口而言）及人民幣（就人民幣戶口而言）計算顯示，<b>或（就大新多貨幣 Mastercard® 扣賬卡而言）以相關交易貨幣計算顯示：</b>（i）於結賬單日期尚未清還之金額（包括主卡及附屬卡，如適用）<del>—</del>；（ii）付款到期日<del>—</del>；（iii）所須的最低付款額<del>—</del>；（iv）（若交易是以「銀行卡」（但不包括於大新多貨幣 Mastercard® 扣賬卡）所包含之「銀行卡戶口」的貨幣以外的其他貨幣進行或處理），該交易之港幣或（如是「人民幣卡」或「雙幣信用卡」包含的人民幣戶口）人民幣等值，其兌換匯率由銀行決定，<b>或（如是大新多貨幣 Mastercard® 扣賬卡）有關交易的貨幣及其港幣等值（其兌換匯率由銀行決定）。</b></p>
18.	<p><b>保險計劃（只適用於信用卡（簽賬卡及銀聯信用卡（包括但不限於「雙幣信用卡」及「人民幣卡」）除外））</b></p> <p>以下條文將適用於已選擇加入非強制性付款保障保險計劃之持卡人：儘管本合約另有所指，此付款保障保險計劃將不適用於「簽賬卡」及銀聯信用卡（包括但不限於「雙幣信用卡」及「人民幣卡」）。（a）於並未拖欠保險費及並未違反有關之保險計劃（「保險計劃」）之條款或本合約條款等之情況下，銀行同意：（i）（如主卡持有人去世）安排<b>有關</b></p>

保險公司（「保險公司」）向銀行支付「銀行卡」戶口內之全部欠款，於銀行接獲死亡通知當日計，受制於銀行宣佈之數目為絕對上限，但不包括支付以上提及的任何費用；（ii）（如主卡持有人經註冊執業醫生及其僱主證明因受傷或生病而完全失去工作能力連續超過三十天的期限而不能履行每一件他職業中的職務以賺取工資），安排保險公司向銀行支付卡結賬單上顯示之最低付款額，並以十二個月及關於此得益下所有追討由銀行指定之數額為上限。唯任何已患有之傷病則不列入保障範圍內。（b）此保險並無退保價值而銀行或保險公司保留權利因持卡人違反有關條款或未支付到期保險費的情況下終止計劃。（c）索償必須以書面向銀行作出。只有在本計劃條文內受保之主卡持有人並收到索償的滿意證據，追討才得到支付。（d）此合約下之保險計劃受安盛金融有限公司（「安盛金融」）大新人壽保險有限公司續發予銀行之主要保單所管轄，無論持卡人可否被提供主要保單的副本。客戶可要求於辦公時間內在安盛金融大新人壽保險有限公司之總辦事處查閱主要保單。此外客戶亦可要求於辦公時間內在安盛金融大新人壽保險有限公司目前設於香港黃竹坑香葉道 28 號嘉尚匯 10-13、15-16、18-20 樓北角英皇道 510 號港運大廈 17 樓之辦事處查閱主要保單的副本。（e）保險公司保留權利要求 持卡人接受其需要之醫學或其他檢驗。（f）此計劃由安盛金融大新人壽保險有限公司所承保（該公司於香港百慕達成立，有限責任而香港辦事處設於香港黃竹坑香葉道 28 號嘉尚匯 10-13、15-16、18-20 樓北角英皇道 510 號港運大廈 17 樓）。（g）最低付款額如未能於付款到期日後六十天內支付，保險將被自動取消，重新恢復保單之條件由保險公司不時決定。（h）持卡人同意支付由銀行不時通知繳付付款保障保險計劃所須之保費。

閣下有權通知本行終止閣下的有關大新信用卡戶口，藉此拒絕上述修訂。若閣下於生效日期或以後仍繼續保留及／或使用大新信用卡及／或使用本行之有關服務，上述之修訂即對閣下具有約束力。請注意，若閣下不接受上述修訂，本行將可能無法繼續為閣下提供有關大新信用卡之服務。

本通知的中英文版本如有歧異，概以英文版本為準。

大新銀行有限公司

2025 年 7 月

## **有關新增《「信用卡貸款7天冷靜期」安排之條款及細則》及《「大新信用卡商戶分期付款計劃」條款及細則》之通知**

由**2025年6月23日**起，本行已新增及（如適用）實施以下《「信用卡貸款7天冷靜期」安排之條款及細則》，並由**2025年8月12日（「生效日期」）**起，新增以下《「大新信用卡商戶分期付款計劃」條款及細則》於《大新「信用卡」或「簽賬卡」持卡人合約（「持卡人合約」）（包括人民幣卡）》並成為其一部份，詳情如下：

### **「信用卡貸款 7 天冷靜期」安排之條款及細則** **（適用於「商戶分期付款計劃」及「免息分期付款計劃」）**

1. 在「信用卡貸款 7 天冷靜期」安排（「**冷靜期安排**」）下，如客戶於其在商戶分期付款計劃 / 免息分期付款計劃下的**貸款（「貸款」）**之成功設立日後**7 個曆日內（包括首尾兩日）**（「**冷靜期**」）完成所有相關指定條件（見本條款及細則第 3 條），可被視為符合行使冷靜期安排之資格並獲豁免終止分期付款計劃手續費（「**合資格客戶**」）。
2. 客戶如就貸款要求行使冷靜期安排（「**冷靜期要求**」），該要求將被視為並當作要求**提早全數清還貸款般處理**。
3. 客戶如欲提出冷靜期要求，須於冷靜期內成功填妥「**信用卡貸款提早全數還款服務申請表**」並親臨大新銀行有限公司（「**本行**」）任何分行遞交或郵寄該表格至「香港郵政信箱 333 號」；**如客戶提供之資料不完整、不正確或存在其他缺陷，其冷靜期要求將不獲處理。客戶亦可聯絡本行之客戶服務熱線 2828 8168 以查詢所需清還之全數本金金額。**
4. 如本行認為任何冷靜期要求超越冷靜期安排的範圍、屬於不合理或濫用冷靜期安排，本行有唯一及絕對酌情權拒絕相關冷靜期要求、拒絕退還 / 豁免於本條款及細則第 1 條列明之可獲豁免款項（如適用）及 / 或（如該款項已經退還 / 豁免）從客戶相關戶口扣除該款項。任何有關退還 / 豁免的處理方法以本行的最終決定為準。
5. 本行保留在事先通知的情況下修改本條款及細則的權利。如有任何爭議，本行保留最終決定權。
6. 本條款及細則受香港法律管轄並應根據香港法律詮釋。任何因本條款及細則而引起的爭議均受香港法院的非專有司法管轄權管轄。
7. 任何人士若非本條款及細則的一方，不可根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本條款及細則的任何條文。
8. 本條款及細則之中、英文版本如有歧義，概以英文版本為準。

## 「大新信用卡商戶分期付款計劃」條款及細則

**重要提示:** 在閣下使用由大新銀行有限公司 (「銀行」, 包括其繼承人及受讓人) 提供的「大新信用卡商戶分期付款計劃」(「分期計劃」) 購買產品或服務 (「有關交易」) 之前, 請仔細閱讀並確保閣下明白本條款及細則。

本條款及細則附加於《大新「信用卡」或「簽賬卡」持卡人合約 (「持卡人合約」) (包括人民幣卡)》並成為其一部份。持卡人合約的條款適用於分期計劃, 只要有關條款為相關及不與本條款及細則有抵觸。除非另有規定, 如本條款及細則與持卡人合約的條款就分期計劃而言有任何抵觸, 一概以前者為準。

透過申請分期計劃, 閣下即被視為已閱讀、明白及接受本條款及細則以及持卡人合約的條款。

1. 分期計劃只適用於銀行不時指定之大新信用卡 (「信用卡」) 的持有人 (「持卡人」) 並只適用於銀行不時指定之商戶 (「商戶」)。分期計劃的申請之批核須視乎銀行的信用審批、相關信用卡的可用信用額及銀行是否已滿意地完成根據所有適用法律、規則及規管性規定所要求的步驟、檢查及程序而定。儘管有前述條文, 銀行具有全權及絕對酌情決定權接納或拒絕任何分期計劃的申請, 而毋須給予任何原因。
2. 分期計劃的申請一經被接納, 持卡人即被視為指示及授權銀行 (a) 提供一筆免息貸款 (「該貸款」) 予持卡人, 貸款金額為持卡人因進行有關交易而須向商戶支付的總金額 (「貸款金額」); (b) 向商戶全數支付有關交易金額; (c) 把貸款金額記賬至進行有關交易之信用卡戶口 (「信用卡戶口」); 及 (d) 根據貸款金額扣減信用卡戶口的可用信用額, 持卡人須按銀行同意的分期期數按月分期攤還貸款金額 (「每月供款」)。每月供款的金額等於貸款金額除以總供款期數並向下調整至最接近的整數, 而因該向下調整而導致的貸款金額的差價 (如有的話) 將包含於第一期供款內。每月供款將會以一般信用卡簽賬交易的形式每月記賬於信用卡戶口, 並須由持卡人以同等方式償還。銀行會根據持卡人所償還及銀行實際收到的每月供款金額相應還原信用卡戶口的可用信用額。所有經持卡人所償還的每月供款均不能被撤銷。
3. 倘若持卡人未能償還信用卡賬單中的最低還款額或其他費用, 或持卡人違反本條款及細則或持卡人合約, 或信用卡戶口被持卡人或銀行因任何理由終止, 則銀行有權自信用卡戶口或持卡人的其他賬戶中扣除貸款的未償還金額及其他費用及 / 或手續費, 而毋須給予通知。倘若持卡人未有償還任何一期的每月供款, 銀行將會向其收取於大新

信用卡 / 貴賓卡服務收費一覽表中所顯示之逾期費用或銀行不時公佈之其他逾期費用。

4. 分期計劃的申請一經被接納，**持卡人不能取消或撤銷於分期計劃下與商戶進行之有關交易**。銀行在任何情況下都不會就有關交易下所提供之產品或服務，或與該等產品或服務之交付或使用有關的事宜負任何責任。銀行不會就有關產品或服務的質素、供應或任何其他事宜作任何陳述或保證。持卡人須直接與商戶解決任何與有關交易相關的爭議、索償或投訴。不論有關爭議、索償或投訴是否獲得解決及在任何其他情況下（包括但不限於不管商戶事實上有否向持卡人提供相關產品或服務，亦不受相關產品或服務的替換或變更、商戶退還有關交易款項或商戶關閉、破產或清盤之影響），持卡人將須繼續承擔償還全數貸款欠款及持卡人於分期計劃下的所有其他欠款，而銀行亦會繼續把餘下未償還的每月供款記賬至信用卡戶口。
5. 當分期計劃及 / 或信用卡戶口因任何原因被終止或取消（不論是由銀行或持卡人作出），持卡人違反本條款及細則及 / 或持卡人合約或持卡人未有償還最低還款額及 / 或其他費用，貸款的全數未還餘額及持卡人於分期計劃下的所有其他欠款將即時到期並須由持卡人償還。
6. 銀行有權隨時終止分期計劃，並可隨時要求持卡人即時償還貸款的全數未還餘額及持卡人於分期計劃下的所有其他欠款。
7. 銀行及商戶可全權酌情決定分期計劃不可與任何其他推廣優惠同時使用。所有與分期計劃有關的事宜及爭議，須以銀行之最終決定為準。
8. 持卡人並不會因為銀行把整個貸款金額或每月供款記賬至信用卡戶口而可根據任何信用卡獎賞計劃或推廣獲得或被提供任何現金獎賞、回贈、其他獎賞、積分、優惠或利益，而持卡人亦不會因為於分期計劃下作任何還款而可獲得任何該等現金獎賞、回贈、其他獎賞、積分、優惠或利益。
9. 銀行可全權酌情隨時透過給予持卡人事先通知更改本條款及細則。
10. 持卡人授權銀行可向相關商戶及 / 或卡收單機構就有關交易及 / 或分期計劃披露持卡人的個人資料。
11. 持卡人同意向銀行彌償任何因持卡人違反其於有關交易、分期計劃及 / 或本條款及細則下之責任而引起的、或與之相關的損失、損害、費用及支出。
12. 如持卡人欲根據「商戶分期付款計劃 7 天冷靜期」安排提出要求於貸款提取日後 7 個曆日內全數清還貸款，有關要求須按照「商戶分期付款計劃 7 天冷靜期」安排之條款及細則作出並受限於該條款及細則。



13. 除了持卡人及銀行外，任何人士均不享有《合約（第三者權利）條例》下的任何權利使該人士能夠強制執行本條款及細則之任何條文或享有該等條文下之權利。
14. 本條款及細則受香港特別行政區（「香港」）法律管轄並按其詮釋，雙方同意接受香港法院的非專屬司法管轄權。
15. 本條款及細則的中文版本只供參考。如本條款及細則的中、英文版本有任何不一致或衝突之處，概以英文版本為準。

### **借定唔借？還得到先好借！**

**本文提及的服務 / 產品並不是以歐盟的人士為目標。**

閣下有權於生效日期或以前致電 2828 8168 聯絡本行終止閣下的有關大新信用卡戶口，藉此拒絕上述新增服務及相關條款及細則 / 修訂。若閣下於生效日期或以後仍繼續保留及 / 或使用大新信用卡及 / 或使用本行之有關服務，即代表閣下同意上述之新增服務及相關條款及細則。

大新銀行有限公司可能會於未來 12 個月內，不時要求查閱由信貸資料服務機構持有之個人信貸資料，以檢討客戶現有之信貸服務（如有），包括但不限於增加、減少或取消信貸額。有關的定期信貸檢討並不會影響閣下之信貸評級，詳情請向相關信貸資料服務機構查詢。

**大新銀行有限公司**

2025 年 7 月

**Notice of Amendment Relating to "Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)"**

With effect from **12 August 2025 ("Effective Date")**, the "Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)" of Dah Sing Bank, Limited ("**Bank**") will be revised as below.

<b>Clause</b>	<b>Content (deletion is crossed out, addition and changes are shaded in grey)</b>
<b>1.</b>	<b>Definitions</b> (f) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank for, amongst other things, effecting Banking Transaction. (p) "Mobile Device" means the mobile phone or mobile device or personal computer or electronic wearable or otherwise electronic device which may receive the OTP and / or be used (or has been used) to initiate a Transaction.
<b>4.</b>	<b>Use of the Card</b> (a) The Card is denominated in RMB or Hong Kong Dollars, except that a Dual Currency Credit Card is denominated in both RMB (in respect of the RMB account) and Hong Kong Dollars (in respect of the Hong Kong Dollar account) and a Dah Sing Multi-Currency Mastercard® Debit Card is denominated in the applicable multi-currencies as designated by the Bank. RMB Card and (in respect of the RMB account comprised in it) Dual Currency Credit Card are 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>6.</b>	<b>Billing</b> (b) The Statement shall indicate in Hong Kong <del>d</del> Dollars, <del>or</del> RMB for RMB Card (in relation to Dual Currency Credit Card, in Hong Kong <del>d</del> Dollars for the Hong Kong Dollar account and in RMB for the RMB account) or otherwise the relevant Transaction currency(ies) (in relation to Dah Sing MultiCurrency Mastercard® Debit Card); (i) the amount then outstanding (in respect of both the Principal Card and Supplementary Card where applicable) as at the date of the Statement; (ii) the payment due date; (iii) the minimum payment required; (iv) (where a Transaction is incurred or processed in a currency other than the currency of the Card Account comprised in the Card (except Dah Sing Multi-Currency Mastercard® Debit Card)) the Hong Kong <del>d</del> Dollar or (in the case of RMB Card or the RMB account comprised in Dual Currency Credit Card) RMB equivalent of the Transaction at such exchange rate as the Bank may determine or (in the case of Multi-Currency Mastercard® Debit Card) the currency of the relevant Transaction and its Hong Kong Dollar equivalent at such exchange rate as the Bank may determine.
<b>18.</b>	<b>Insurance Policy (only applicable to Credit Card (only applicable to Credit Card (Debit Card and UnionPay Credit Card (including but not limited to Dual Currency Credit Card and RMB Card) excluded))</b> 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 and UnionPay Credit Card (including but not limited to Dual Currency Credit Card and RMB Card). (a) Where there is no breach of the terms of the relevant insurance policy ("the Insurance Policy") or the terms of this Agreement and provided

	<p>that no premiums are in arrears, the Bank agrees (i) in the event of the Principal Cardholder's death, to arrange payment by the relevant insurer ("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 for remuneration each and every duty of his / her own occupation, (such a disability must continue 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. (c) Claims shall be made to the Bank in writing. Such claims will be paid provided that the Principal Cardholder 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 issued by AXA China Region Insurance Company Limited ("AXA China Region"), 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 AXA China Region <del>Dah Sing Life Assurance Company Limited</del> at normal business hours and a copy of which is available for inspection at the office of AXA China Region <del>Dah Sing Life Assurance Company Limited</del> in Hong Kong currently situated at 10/F-13/F, 15/F-16/F, 18/F-20/F, Vertical SQ, 28 Heung Yip Road, Wong Chuk Hang <del>17/F, Island Place Tower, 510 King's Road, North Point</del>, Hong Kong at the normal business hours upon request. (e) The 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 AXA China Region <del>Dah Sing Life Assurance Company Limited</del> (a company incorporated in <del>Bermuda</del> Hong Kong with limited liability and having its office at 10/F-13/F, 15/F-16/F, 18/F-20/F, Vertical SQ, 28 Heung Yip Road, Wong Chuk Hang <del>17/F, Island Place Tower, 510 King's Road, North Point</del>, 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 shall be on such terms as the Insurer may decide from time to time. (h) The Cardholder agrees to pay such premium as required for the cover under the Insurance Policy as notified by the Bank from time to time.</p>
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Please note that you may refuse to accept the above amendments by giving notice to the Bank to terminate the relevant Dah Sing Credit Card account(s). Otherwise, the above amendments shall be binding on you if you continue to maintain and/or use your Dah Sing Credit Card(s) and/or use the relevant services of the Bank on or after the Effective Date. Please also note that the Bank may not be able to continue to provide you with the services in relation to the Dah Sing Credit Card(s) if you do not accept the above amendments.

In the event of any inconsistency between the English and Chinese versions of this document, the English version shall prevail.

**Dah Sing Bank, Limited**

Jul 2025



**Notice of additional Terms and Conditions relating to "Credit Card Loan 7-day Cooling-off Period" Arrangement and "Dah Sing Credit Card Merchant Instalment Purchase Plan"**

With effect from **23 June 2025**, the following 'Terms and Conditions for "Credit Card Loan 7-day Cooling-off Period" Arrangement' have been added and (where applicable) implemented; and with effect from **12 August 2025 ("Effective Date")**, the following 'Terms and Conditions for "Dah Sing Credit Card Merchant Instalment Purchase Plan"' will be added to and form part of the "Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (Including RMB Cards)". Please refer to the details below:

**Terms and Conditions for "Credit Card Loan 7-day Cooling-off Period" Arrangement (Applicable to Merchant Instalment Purchase Plan and Interest-free Instalment Plan)**

1. Under the "Credit Card Loan 7-day Cooling-off Period" Arrangement ("**Cooling-off Arrangement**"), if a customer fulfils all of the relevant requirements (as set forth in Clause 3 below) for the loan under the Merchant Instalment Purchase Plan and Interest-free Instalment Plan ("**Loan**") within 7 calendar days following the date of his / her successful setup of the Loan ("**Cooling-off Period**"), he / she will be eligible for the Cooling-off Arrangement and will be entitled to the waiver of the Instalment Plan Cancellation Fee ("**Eligible Customer**").
2. Should the customer decide to initiate a request for the Cooling-off Arrangement ("**Cooling-off Request**"), the request will be considered and handled as a request for the early settlement of the entire Loan in full.
3. To initiate a Cooling-off Request, customer has to successfully complete and submit the "**Credit Card Loan Full Early Settlement Service Application Form**" through visiting any of the branches of Dah Sing Bank, Limited ("**Bank**") in person or mailing such form to "G.P.O.BOX 333, HONG KONG" within the Cooling-off Period. If the information provided by the Customer is incomplete, incorrect or otherwise deficient, the Cooling-off Request will not be processed. Customer could call the customer service hotline at 2828 8168 to inquire about the total amount required to be repaid.
4. If the Bank determines at its sole discretion, that any Cooling-off Request is not within the intended scope of the Cooling-off Arrangement, is not reasonable or is considered abusive of the Cooling-off Arrangement, the Bank expressly reserves the rights at its sole and absolute discretion to reject the Cooling-off Request, refuse to make the relevant refund or grant the waiver as specified in Clause 1 above (if applicable) or otherwise debit an amount from the customer's account(s) for any refund / waiver made. Any handling of refund / waiver shall be subject to the Bank's final decision.
5. The Bank reserves the right to amend these Terms and Conditions with prior notice. In case of disputes, the Bank's decision shall be final and conclusive.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). Any dispute arising under these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.
7. A person who is not a party to these Terms and Conditions may not enforce any of the terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).

8. In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

**Terms and Conditions for "Dah Sing Credit Card Merchant Instalment Purchase Plan"**

**IMPORTANT:** Please read these Terms and Conditions carefully and make sure that you understand them before you make any purchase of goods or services ("Transaction") under the "Dah Sing Credit Card Merchant Instalment Purchase Plan" ("Plan") offered by Dah Sing Bank, Limited ("Bank", which expression shall include its successors and assigns).

These Terms and Conditions supplement and form part of the "Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (Including RMB Cards)". The provisions of the Cardholder Agreement apply to the Plan to the extent that they are relevant and not inconsistent with the provisions herein. Unless otherwise specified, the provisions of these Terms and Conditions prevail if there is any inconsistency between these Terms and Conditions and the provisions of the Cardholder Agreement with respect to the Plan.

**By making an application for the Plan, you are deemed to have read, understood and accepted these Terms and Conditions as well as the Cardholder Agreement.**

1. The Plan is only available to the holders of the Dah Sing Credit Cards designated by the Bank from time to time ("Cards") ("Cardholders") and is only applicable to such merchants as may be designated by the Bank from time to time ("Merchants"). Approval of the application for the Plan is subject to the Bank's credit review, the remaining credit limit of the relevant Card and the Bank's satisfactory completion of the necessary steps, checks and procedures under all applicable laws, rules and regulatory requirements. Notwithstanding the foregoing, the Bank reserves the right to approve or reject any application for the Plan at its sole and absolute discretion without providing any reason.
2. **Upon approval of an application for the Plan, Cardholder shall be deemed to have instructed and authorised the Bank to (a) advance an interest-free loan ("Loan") to the Cardholder equivalent in amount to the total sum payable by the Cardholder to the Merchant for the Transaction ("Loan Amount"); (b) make full payment of the Transaction amount to the Merchant; (c) debit the Loan Amount to the account of the Card through which the Transaction is effected ("Card Account"); and (d) reduce the credit limit of the Card Account by the Loan Amount which shall be repayable by the Cardholder to the Bank in such number of monthly instalments as agreed with the Bank ("Monthly Instalments").** The amount of each Monthly Instalment shall equal to the Loan Amount divided by the number of instalments and adjusted downwards to the nearest integral number and the remaining balance of the Loan Amount arising out of such downward adjustments (if any) will be included in the first Monthly Instalment. Each Monthly Instalment will be debited to the Card Account as a normal card transaction on a monthly basis and shall be settled by the Cardholder in the same manner. The Bank will restore the credit limit of the Card Account by the amount

of Monthly Instalment(s) paid by the Cardholder and actually received by the Bank. All Monthly Instalments paid by the Cardholder are irrevocable.

3. **In the event that Cardholder fails to settle the minimum payment or other charges as stated in the credit card statement or breaches these Terms and Conditions or the Cardholder Agreement, or the Account is terminated for whatever reason (whether by the Cardholder or the Bank), the Bank may without notice debit the outstanding amount of the Loan and any other charges and / or handling fees from the Card Account or other accounts of the Cardholder.** A late fee as specified in the List of Service Charges for Dah Sing Credit Card / Private Label Card or as may otherwise be announced by the Bank from time to time will be levied if the Cardholder fails to settle any Monthly Instalment.
4. Once an application for the Plan is approved by the Bank, **Cardholder is not allowed to cancel or revoke the Transaction with a Merchant under the Plan.** The Bank shall in no event be liable for any matter in relation to the goods or services provided under the Transaction or the delivery or use of the same. The Bank makes no representation or guarantee as to the quality, availability or any other matter in relation to the relevant goods or services. **Cardholder is responsible for resolving any dispute, claim or complaint in relation to the Transaction directly with the relevant Merchant. Cardholder shall continue to be liable for the entire outstanding Loan amount and all other amount owing by the Cardholder under the Plan regardless of whether the relevant dispute, claim or complaint is resolved and in any other circumstances (including without limitation whether the Merchant actually delivers or provides the relevant goods or services to the Cardholder and notwithstanding replacement or change of the relevant goods or services, refund of the Transaction amount by the Merchant, or the closure, bankruptcy or winding up of the Merchant) and the Bank will continue to debit the remaining Monthly Instalment(s) to the Card Account.**
5. Upon termination or cancellation of the Plan and / or Card Account for whatever reason (whether by the Bank or Cardholder), breach of these Terms and Conditions and / or the Cardholder Agreement by the Cardholder or failure of the Cardholder to settle the minimum payment and / or other charges, the entire outstanding Loan amount together with all other amount owing by the Cardholder under the Plan shall become immediately due and payable by the Cardholder.
6. The Bank may terminate the Plan at any time and require Cardholder to repay the entire outstanding Loan amount together with all other amount owing by the Cardholder under the Plan immediately at any time upon demand.
7. The Plan cannot be used in conjunction with any other promotional offers as determined by the Bank and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Bank.
8. No cash reward, rebate, other reward, point, benefit or advantage under any credit card reward programme or scheme of the Bank will be credited or provided to the Cardholder as a result of the debiting of the total Loan Amount or Monthly Instalments to the Card Account, and the Cardholder will not be entitled to any of such cash reward, rebate, other reward, point, benefit or advantage by making any repayment under the Plan.
9. The Bank may at its sole and absolute discretion amend these Terms and Conditions at any time by giving prior notice to the Cardholder.
10. **Cardholder authorises the Bank to disclose his / her personal data to the relevant Merchant(s) and / or card acquirer in connection with the Transaction and / or the Plan.**

11. **Cardholder agrees to indemnify the Bank against any loss, damage, costs and expenses resulting from or in connection with any breach in the performance of the obligations of Cardholder under the Transaction, the Plan and / or these Terms and Conditions.**
12. If Cardholder would like to initiate a request under the "Merchant Instalment Purchase Plan 7-day Cooling-off Period" Arrangement to early settle the Loan in full within 7 calendar days of the drawdown date, the request will have to be made in accordance with and is subject to the Terms and Conditions for "Merchant Instalment Purchase Plan 7-day Cooling-off Period" Arrangement.
13. No person other than the Cardholder and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions under these Terms and Conditions.
14. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
15. The Chinese version of these Terms and Conditions is for reference only. If there is any inconsistency or conflict between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

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

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

Please note that you may refuse to accept the above additional services and related terms and conditions / amendments by contacting the Bank by phone at 2828 8168 on or before the Effective Date to terminate the relevant Dah Sing Credit Card account(s). Otherwise, the above additional services and related terms and conditions/amendments shall be binding on you if you continue to maintain and / or use your Dah Sing Credit Card(s) and / or use the relevant services of the Bank on or after the Effective Date.

Dah Sing Bank, Limited may from time to time in the next 12 months require access to the consumer credit data held by the credit reference agency to review the existing consumer credit facilities (if any) of customers, including but not limited to increasing, decreasing or canceling the credit amount. The regular credit assessment will not affect your credit rating, please refer to related credit reference agency for details.

**Dah Sing Bank, Limited**

Jul 2025