

Terms and Conditions for "Credit Card Loan 7-day Cooling-off Period" Arrangement

1. Under the "Credit Card Loan 7-day Cooling-off Period" Arrangement ("**Cooling-off Arrangement**"), if a customer fulfils all corresponding requirements (as set forth in Clause 3 or 4 below (as the case may be)) for the relevant Loan (as defined below) within 7 calendar days following the date of his / her successful drawdown of the Loan ("**Cooling-off Period**"), he / she will be eligible for the relevant waivers as set forth in the table below ("**Eligible Customer**").

| Loan Type | Loan Product (each and collectively, "Loan") | Eligible Waiver |
|-----------------|---|--|
| Instalment Loan | <ul style="list-style-type: none"> Dah Sing Credit Card Cash-In Plan (Monthly Handling Fee) Dah Sing Credit Card Cash-In Plan (One-off Handling Fee) Dah Sing Credit Card "Happy Installment" Plan | The Installment Plan Cancellation Fee of HKD300 and the remaining handling fee after deducting the Cooling-off Period Interest (as defined in Clause 3(b) below) arising out of his / her early settlement of the Loan |
| Revolving Loan | <ul style="list-style-type: none"> Dah Sing Credit Card "Smart Choice" Balance Transfer Program | The handling fee of HKD100 to be charged when each balance transfer transaction is performed (Only applicable to customers who have never successfully exercised the Cooling-off Arrangement for Dah Sing Credit Card "Smart Choice" Balance Transfer Program and received the handling fee waiver) |
| | <ul style="list-style-type: none"> Dah Sing Credit Card Cash Conversion Plan | The handling fee of HKD100 to be charged when each cash conversion transaction is performed (Only applicable to customers who have never successfully exercised the Cooling-off Arrangement for Dah Sing Credit Card Cash Conversion Plan and received the handling fee waiver) |

2. By successfully exercising a request for the Cooling-off Arrangement ("**Cooling-off Request**"):
 - in respect of Instalment Loan, the relevant Loan account will be considered and handled as an early settlement of the entire Loan in full; and
 - in respect of Revolving Loan (whether the relevant Loan account is newly opened or not), the relevant Loan account will be considered and handled as cancelled and terminated.
3. Requirements for initiating a Cooling-off Request for Instalment Loan:
 - Successfully completes and submits the "**Credit Card Loan Full Early Settlement Service Application Form**" through visiting any of the branches of Dah Sing Bank, Limited's ("**Bank**") in person or mailing such Form to "G.P.O. BOX 333, HONG KONG" within the Cooling-off Period; and
 - After fulfilling clause 3(a) above and within the Cooling-off Period, successfully:
 - repays the entire outstanding principal of the Loan;
 - pays the Cooling-off Period Interest (as calculated in clause 3(c) below) (if applicable) for the period commencing from the date after the date of the Loan drawdown to the date of successful early settlement in full (both dates inclusive) (such dates shall be subject to the Bank's record); and
 - refunds the cash value of all cash rebate rewards received under the Loan (if any) in full.
 - The "Cooling-off Period Interest" shall be calculated as follows:
 - Applicable to Dah Sing Credit Card Cash-In Plan (Monthly Handling Fee) and Dah Sing Credit Card "Happy Installment" Plan
 Accrued and Unpaid Monthly Handling Fee for the Loan's first ordinal repayment ÷ 31 days X number of calendar days for the period commencing from the date after the date of the Loan drawdown to the date of successful early settlement in full (both dates inclusive) (rounded to the nearest two decimal places).

ii) Applicable to Dah Sing Credit Card Cash-In Plan (One-off Handling Fee)

Accrued and Unpaid One-off Handling Fee for the Loan's first ordinal repayment ÷ loan tenor ÷ 31 days X number of calendar days for the period commencing from the date after the date of the Loan drawdown to the date of successful early settlement in full (both dates inclusive) (rounded to the nearest two decimal places).

Customers should refer to the relevant Loan Confirmation Letter for the relevant information. The Bank may at its sole discretion determine and change how the above Monthly Handling Fee and One-off Handling Fee are calculated, including but not limited to adopt a manner different from that mentioned above and in the application form for the Loan. **Customers should contact the customer service hotline at 2828 8168 to inquire about the total amount required to be repaid / refunded in accordance with clause 3(b) above. If the amount repaid / refunded is insufficient or the information provided is incomplete / incorrect, the Cooling-off Request will not be processed.**

4. Requirements for initiating a Cooling-off Request for Revolving Loan:

- a) Successfully contact the customer service hotline at 2828 8168 during the cooling-off period to initiate a Cooling-off Request; and
- b) After fulfilling clause 4(a) above and within the Cooling-off Period, successfully:
 - i) **settles all the outstanding balance and the accrued interest of the relevant account in full (if any); and**
 - ii) **refunds the cash value of all cash rebate rewards received under the Loan (if any) in full.**

The Cooling-off Arrangement and the relevant handling fee waiver are only applicable to customers who have never successfully exercised the Cooling-off Arrangement for Dah Sing Credit Card "Smart Choice" Balance Transfer Program or Dah Sing Credit Card Cash Conversion Plan (as the case may be) and received the handling fee waiver. Customers should contact the customer service hotline at 2828 8168 to inquire about the total amount required to be repaid / refunded in accordance with clause 4(b) above. If the amount repaid / refunded is insufficient or the information provided is incomplete / incorrect, the Cooling-off Request will not be processed.

5. Eligible Customers are not eligible to receive any promotional rewards. The Bank reserves the right to debit the equivalent amount of the full cash value of all cash rebate rewards received from the Loan (if any) from the Eligible Customer's accounts.
6. 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 abuse 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 waiver as specified in Clause 1 above (if applicable) or otherwise debit the amount from the Eligible Customer's account(s) for the waiver made. Any handling of waiver shall be subject to the Bank's final decision.
7. 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.
8. 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.
9. 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).
10. In the event of any discrepancy between the Chinese and English 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.