

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）

重要聲明：請小心地詳閱本持卡人合約，並確保閣下使用或簽署本銀行卡（釋義見下文）前已完全明白本合約的條款及章則。

1. 釋義

(a)「戶口資料」指與銀行戶口／銀行卡戶口有關的任何資料，包括但不限於有關戶口號碼、戶口結餘或價值、收款總額、提款及向該等戶口存入或從該等戶口提取的款項。(b)「適用法律及法規」指就下列各項銀行需遵從的責任：(i)任何適用的本地或海外法律、條例、法規、規例、要求、請求、指引及操作守則，不論是否與兩個或以上司法管轄區的政府或監管機關之間的跨政府協議有關；及(ii)銀行（或任何銀行集團公司）與任何機關之間的任何協議。(c)「ATM」乃指於聯網內操作之自動櫃員機。(d)「機關」指任何國家、州或地方政府及其任何政治分部、在香港或海外的任何司法管轄區的任何機構、機關、部門（屬司法或行政）、監管或自我監管組織、執法機關、法院、中央銀行或稅務機關。(e)「銀行」乃指為發卡人的大新銀行有限公司，及包括其業務承繼人及轉讓人。(f)「銀行戶口」乃指持卡人在銀行開設以進行銀行交易之戶口，但不包括「銀行卡」戶口。(g)「銀行交易」乃指以使用「銀行卡」及／（如適用）PIN 及／或一次性密碼，通過「銀行戶口」進行之交易。(h)「銀行卡」乃指由銀行獨自發出，或由銀行與其他機構聯合發出之信用卡、雙幣信用卡、網上信用卡、聯名發出之信用卡、簽賬卡或任何其他卡（不論名稱如何稱呼）包括 Visa 卡、萬事達卡及銀聯卡，不論主卡或附屬卡之實物或可能是單一銀行卡戶口。(i)「銀行卡戶口」乃指由銀行為配合「銀行卡」之使用而開設及維持之戶口（包括「銀行卡」所包含的戶口）。(j)「銀行卡交易」乃指使用銀行卡及／（如適用）PIN 及／或一次性密碼以支付購物或獲取服務。(k)「持卡人」乃指主卡及附屬卡持有人。(l)「簽賬卡」乃指可以在銷售點提取現金或作付款用的卡，其後持卡人的銀行卡戶口的可用結餘會被扣除款項。(m)「雙幣信用卡」乃指包含兩個「銀行卡戶口」（分別為港幣戶口及人民幣戶口）的「信用卡」。(n)「外匯限制」乃指由國內政府當局宣佈個人在每日中每一次可帶出國外的人民幣現金款項的上限。(o)「國內」乃指中國的任何部份，除了香港、澳門及台灣。(p)「流動裝置」乃指用以接收一次性密碼的手提電話或手提裝置或個人電腦。(q)「聯網」乃指由銀行指定供給持卡人以進入 ATM 或以進行銀行或銀行／交易之地理區域。(r)「一次性密碼」乃指及包括由銀行透過短訊形式（短訊）傳送到持卡人的手提電話號碼（已於銀行登記用作接收一次性密碼）或透過電子郵件形式傳送到持卡人的電子郵件箱（已於銀行登記用作接收一次性密碼）用作驗證交易之一次性密碼及如適用，由銀行提供之流動保安編碼器所產生用作驗證交易之一次性密碼。(s)「中國」乃意指中華人民共和國。(t)「人士」乃指任何個人、企業、商行、公司、機構或其他人或法律上承認之任何個體。(u)「個人訊息」指持卡人的全名、香港身份證／護照號碼、出生日期及地點、住址及郵寄地址、聯絡資料（包括電話號碼）、任何稅務編號、社會保障號碼、國籍、居住權、稅務居住權及銀行可能合理要求有關持卡人的其他資料。(v)「主卡」乃指向「主卡持有人」出之「銀行卡」。(w)「主卡持有人」乃指（在聯名申請開設「銀行卡戶口」情況下）首名在其要求及以其名字發出「銀行卡」之持卡人。(x)「PIN」乃指及包括向持卡人發出的個人密碼，持卡人須要以 PIN 作包括進入電腦終端機或 ATM 的用途，持卡人可隨時更改或重新領取 PIN；以及在適用的情況下（及在可行的情況下），PIN 包括以獨特身體或行為特徵（例如指紋、面部特徵、語音識別及虹膜掃描，而非字母、數字及特殊符號）組成，以驗證個人身份的生物密碼，持卡人可以使用該些生物密碼來使用其流動裝置及／或透過其流動裝置提出進行交易。(y)「人民幣」乃指人民幣元，中國的法定貨幣。(z)「人民幣卡」乃指使用人民幣作單位及付款並在國內使用的信用卡或簽賬卡。(aa)「結賬單」乃指由銀行每月寄給持卡人的月結單以列明銀行卡戶口之狀況，若持卡人為附屬卡持有人，月結單將發給「主卡持有人」。(bb)「附屬卡」乃指由銀行應「主卡持有人」及「附屬卡持有人」之聯名要求而不時發出給附屬卡持有人之銀行卡。(cc)「附屬卡持有人」乃指任何獲得銀行根據主卡持有人及其他人作聯合要求而發出「銀行卡」之人士。(dd)「稅務資料」就持卡人而言，指：(i)直接或間接關於持卡人的稅務狀況的任何文件或資料（及銀行可能不時要求或持卡人可能不時提供的隨附結單、寬免及同意）；(ii)持卡人的個人訊息；及(iii)戶口資料。(ee)「交易」乃指任何貨品及／或服務之供應之付款，現金貸款、現金提存或過戶，不論有關交易是否有持卡人簽名作實、於任何認可終端機、通過電話、傳真、郵寄、電子媒介或其他方式進行，包括「Mastercard contactless 交易」、「Visa payWave 交易」及「銀聯閃付交易」。(ff)「Mastercard contactless 交易」、「Visa payWave 交易」或「銀聯閃付交易」乃指不論是否由持卡人授權並透過銀行不時釐定及受制於本文第 10 項責任上限條款下以感應式付款功能進行名為「Mastercard contactless」、「Visa payWave」或「銀聯閃付」為任何貨品及／或服務之供應之付款，包括現金貸款、現金提存或過戶。(gg)除非本合約內容另外需要：(i)指示出某一性別之文字將包括所有其他性別；和(ii)指示為單數的文字將包括眾數而眾數又包括單數。

2. 本合約之應用

使用「銀行卡」及銀行戶口之操作均受制於此合約不時有效之條文及條款，而持卡人同意卡受其申請不論書面或口頭或以其他電子媒介所作或在「銀行卡」上之簽署或行使（不論他是否有簽收該「銀行卡」）而受約束。

3. 持卡人應採取之保安措施

(a)持卡人須於收到「銀行卡」後即時在上面簽署。(b)「銀行卡」為銀行的財產而在銀行提出要求時，持卡人需立即將「銀行卡」歸還。(c)持卡人應在任何時間內合理看顧「銀行卡」、PIN、一次性密碼及流動裝置並將「銀行卡」及流動裝置安全地保存在其個人控制下及保障 PIN 及一次性密碼及將其保密以防止詐騙卡特別是(i)在發出交易的指示時，持卡人不可將「銀行卡」之保密資料披露給任何第三者。銀行不須在任何方面為由於交易指示的發生或在發出交易指示的過程中披露保密資料給任何第三者（不論是否授權或意圖）而負上責任（除非銀行有故意失當或疏忽）。(ii)無論在何種情況下持卡人均不可將 PIN 及／或一次性密碼披露給任何人或將銀行卡、流動裝置、PIN 及／或一次性密碼轉借予任何其他人士使用。(iii)持卡人須毀滅印上 PIN 的文件正本。(iv)持卡人在任何情況下不得將 PIN 及／或一次性密碼寫在銀行卡上或任

何其他常與銀行卡一同存放或放近銀行卡的物件上。(v) PIN 及一次性密碼在筆錄或以任何形式記錄時須常被隱藏。

4. 「銀行卡」之使用

(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。「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。(b)(i)持卡人可在銀行不時通知持卡人信用限額內使用該「銀行卡」（「雙幣信用卡」包含的所有戶口共同使用同一信用限額，在測定有否超逾該信用限額時，將運用銀行決定的兌換匯率計算），而至於「簽賬卡」則只可以在與銀行維持的銀行卡戶口中可動用之存款結餘額內使用。(ii)持卡人可於刻在「銀行卡」上或銀行指定之有效日期（如有）及終止日之期內使用「銀行卡」。銀行可全權決定信用限額及以其認為適合時作出調整，並可全權批准可能超越信用限額的任何交易。持卡人對所有使用「銀行卡」進行的交易須負全部責任，不管信用限額（如適用）是否被超越。銀行可在任何時間無條件或毋須事先通知下取消信用額。儘管交易可能不會導致銀行通知的信用限額被超越，銀行可在任何時候（不管作出通知與否）拒絕批准任何交易或處理任何有關指示（不論是否為遵從適用法律及法規的目的或其他目的），而不須給予理由亦無須負上任何責任。(c)卡持卡人使用「銀行卡」之權利將在以下情況下立即終止：(i)列於本合約第十二條款內之情況；或(ii)當「銀行卡」被遺失或盜竊時。(d)若「持卡人」遺失或破壞其銀行卡或需要續卡，或發出補卡或新卡，銀行有權決定是否批發持卡人可要求的該銀行卡（等）並收取費用。(e)「銀行卡」之使用將受制使用時有效之條文及條款，包括於本合約第九條所提及關於人民幣卡之任何修訂或增添包括外匯管制之條款。(f)「銀行卡」不可用作任何非法用途或活動包括支付非法賭博而銀行在有合理相信或懷疑有非法或不合法用途時有絕對酌情權拒絕兌現任何交易或處理任何有關指示。(g)現金貸款可在銀行櫃面或通過 ATM 在香港及／或國內，視乎卡的牌號並以銀行不時指定而作出，而有關每一個在本文第 7(E)條下所作的現金貸款，銀行將收取以其決定的利率而計算的手續費及兌換費。(h)使用「雙幣信用卡」時，所有以人民幣為貨幣單位的交易將記入人民幣戶口內，所有以港幣或其他外幣（不包括人民幣）為貨幣單位的交易將記入港幣戶口內。儘管前文所述，由於交收結算安排，某些以人民幣為貨幣單位的交易，可能因商戶或財務機構以港幣處理有關交易而將記入港幣戶口內。

5. 足夠存款

在「簽賬卡」而言，持卡人承諾會確保在使用「簽賬卡」進行交易時，「銀行卡戶口」及／或銀行戶口內將有足夠之可動用存款。而當「銀行卡戶口」或銀行戶口內沒有足夠可用存款時，銀行有絕對酌情權去拒絕批核交易。假若銀行即使在可用存款不足之情況下完成處理任何交易，持卡人承諾在銀行要求下會立即償還超額之金額連同銀行不時決定的利率而計算之利息及特別徵收費用。假若「銀行卡戶口」顯示正數結餘，銀行可以但在沒有責任下准許戶口賺取利息，以每日計算並在每個月結算的日期存進「銀行卡戶口」。

6. 結賬

(a)銀行將按月發給持卡人該「銀行卡戶口」之結賬單，包括所有使用「銀行卡」交易之記錄以及年費、利息、服務費或其他應付的費用，除非自上一張結賬單後並無任何交易及銀行卡戶口中並無結欠款項，或在結賬單應發出當日的結餘少於銀行不時通知的金額。(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(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）。(ii)付款到期日。(iii)所須的最低付款額。(iv)（若交易是以「銀行卡」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。(c)在沒有明顯的錯誤情況下，結賬單將在結賬單日期起計六十日後是最後決定性的，而持卡人同意：(i)檢查此結賬單及在收到該結賬單日期起計六十日內通知銀行任何差錯或遺漏或非授權之交易。(ii)若沒收到結賬單或定期結賬單，通知銀行。(iii)在要求下付清所有尚欠餘數。(d)結賬單將以郵寄或銀行決定的其他方式發給持卡人（若是聯名戶口則只發給主卡持有人）。但若持卡人已通知銀行毋需將結賬單發給他的話，銀行可按其決定權不把結賬單發給持卡人，但持卡人可使用銀行提供的密碼通過互聯網到銀行不時指定的網頁閱其結賬單。在此情況下，持卡人承諾無論如何最少每曆月一次通過互聯網或其他方式查閱其結賬單，以確保銀行卡沒有進行過非授權之交易。

7. 費用

(A)所欠之最低付款額-(a)持卡人同意在結賬單指定之付款到期日或之前繳付所列之最低付款額。在「簽賬卡」而言，最低付款額是指付款到期日之全數欠款；關於「信用卡」，該最低付款額是包含以結賬單日期之(i)全部利息欠款、(ii)全部適用之費用及收費（包括但不限於年費）、(iii)最低付款額之全數欠款及(iv)相等於全部未付結欠之一個百分比之還款金額。「雙幣信用卡」的港幣戶口及人民幣戶口設有分開的最低付款額(b)持卡人可付清任何超過最低付款額的金額。除非持卡人付清銀行卡全部之餘數，持卡人須繳付依照本合約條款 7(C)之財務費用。(B)超額貸款-(a)在「簽賬卡」而言將不會有貸款額。而在其他情況下，「銀行卡戶口」將受制於銀行不時決定之信用限額。(b)在適用之情況下，持卡人同意向銀行立即償還超越信用額之任何金額。而在「簽賬卡」而言，「當銀行卡戶口」顯示負數結餘，所有在「銀行卡」戶口所顯示之負數結餘之全數及不得遲過在結賬單所指定之付款到期日清還。(c)在每次信用限額或可動用存款結餘（如適用）超出之時，持卡人須付特定費用（銀碼由銀行不時決定）。(C)財務費用-(a)若持卡人在不遲過付款到期日付清全數欠款，或「簽賬卡」之用戶清還負數結餘之全數之情況下，持卡人（除了要繳付由於「信用卡」現金貸款（由現金貸款日起計）之財務費用外）無須就結賬單中顯示的相關「銀行卡戶口」繳交

財務費用。(b)假若「信用卡」持卡人選擇只清付在結賬單上所載某「銀行卡戶口」之最低付款額(而在簽賬卡的情況下,當持卡人沒有清付結賬單上顯示的「銀行卡戶口」中的負數結餘全數),則持卡人須繳付財務費用,計算方法如下:(i)以該「銀行卡戶口」的結賬單全數(或「簽賬卡」之負數結餘),由賬單日起計至持卡人還款之日期止;及(ii)所有該「銀行卡戶口」的新交易之金額(除信用卡現金貸款之財務費用由貸款日起計)由有關的新交易之過賬日期起計,即使該新交易未到期清還。假若以「簽賬卡」提取現金,所有超於可動用結餘的提款將由提款日起計算財務費用。(c)財務費用將以每日計算,以銀行宣佈之月息計算(根據銀行守則計算之相等年息亦會列出)如在任何特定之期限內有任何欠款記錄,財務費用將會以銀行宣佈之每月較高利率計算。而白金卡持卡人收取的財務費用將會由銀行以其酌情權決定並由持卡人接受的另一適用利率計算。(D)逾期費用-若「持卡人」未有在結賬單指定之付款到期日繳付結賬單所示之最低付款額,銀行則可以收取逾期費用。以到期未付的相關最低付款額全數之一個百份比率計算(受制於由銀行宣佈之最低及最高數目)或由銀行不時決定及宣佈之金額計算。(E)現金貸款費用或現金提取費用-(a)持卡人可憑「銀行卡」向銀行任何分行或其他銀行不時指定之聯網地點或終端機取得現金貸款或以「簽賬卡」提取款項。(b)現金貸款或提取金額(如適用)須在「銀行卡戶口」之信用限額內(在「簽賬卡」的情況,須在「銀行卡戶口」/「銀行戶口」的可用存款結餘內),及在由銀行操作或指定之每日提款限額內。而關於人民幣,受制於本文第9條。(c)持卡人每次以「銀行卡」向銀行取得現金貸款或提款均需繳付現金貸款或提款費用,以由銀行不時決定利率根據每次貸款額或提款數(受制一個下限數)計算,該費用由銀行卡戶口支取,而持卡人須於結賬單所訂之付款到期日前付清。(F)服務費-持卡人須繳付銀行不時決定之年費,該年費概不退還,並每年在銀行指定之日期由銀行卡戶口支取。(G)退票/被拒自動轉賬之費用-任何支付戶口或在「簽賬卡」而言,存款到「銀行卡戶口」之支票被退票時或關於任何自動轉賬之授權未經銀行同意而給拒絕或取消時,「持卡人」均須繳付銀行手續費而銀碼由銀行宣佈。(H)支票服務手續費-當關於「銀行卡戶口」而發出任何支票,持卡人須繳付由銀行不時決定利率而計算的手續費(但受制於一個下限數)。(I)雜費-銀行可在適當情況下再向持卡人收取其他費用及收費,包括但不限於索取銀行卡購物單據費用,索取銀行卡月結單副本費用及提取賬戶結餘費用,銀碼由銀行不時決定及宣佈。(J)假若銀行接受以港幣或(如是「人民幣卡」或「雙幣信用卡」包含的人民幣戶口)人民幣以外的貨幣付款,該付款須在銀行的酌情權下並以 VISA 卡、萬事達卡及/或中國銀聯決定的兌換率兌換為港幣或(視情況而定)人民幣,此外客戶並須繳付由銀行、VISA 卡、萬事達卡及/或中國銀聯宣佈的收費。任何此等費用將從「銀行卡戶口」中扣除。

8. 付款 / 存款 / 對銷

(a)在「簽賬卡」而言,銀行收到的付款或存款只會在妥當核對後才存入「銀行卡戶口」,而該核對未必可能在同日進行,而存入到「銀行卡戶口」的款項將只在收到及/或存入後的一個工作天(取其較後者)而可被使用。(b)關於「信用卡」,收到的任何超過最低付款額的金額將首先清還利息或財務費用;第二,清還其他費用及支出,法律或其他費用;第三,清還現金貸款或提款(如適用);第四,清還交易之費用(合稱「清還費用」)。持卡人同意不得將「銀行卡戶口」當作存款戶口用以存款(不論存款金額多少),及將在償還所有清還費用後多繳的金額保持在最低水平。假若在償還所有清還費用後「銀行卡戶口」內有任何結餘(「淨結餘」),銀行有權按以下方法向持卡人退回全部(而非部份)淨結餘,而毋需發出任何通知或給予任何原因:(i)如持卡人於銀行持有存款戶口(「現有戶口」),將淨結餘存入任何現有戶口;(ii)如持卡人並無持有現有戶口,將淨結餘以支票或銀行本票形式寄送其得知持卡人於銀行登記之最新地址;或(iii)以銀行認為合適的方式。「雙幣信用卡」的港幣戶口及人民幣戶口之借方結欠應分開及以其各自的貨幣繳付,清還個別戶口後的超額款項不可用作繳交另一戶口的未付結欠。(c)持卡人在付款或存款予銀行時可用銀行不時指定之方法。如果使用客戶已啟動的終端機付款或存款,該付款或存款將受制於終端機之條文及條款,或銀行之交易記錄和存款信封之條文及條款。(d)使用「銀行卡」或任何 ATM 存款時,無論存款是以支票或現金作出,該存款只會在銀行核對正確和收妥後方存入戶口之中。(e)若銀行向持卡人追討任何持卡人在此之下應付之任何金額費用與支出或以執行本合約之任何條文或條款,而付出之任何法律費用,持卡人須完全補償與銀行所有上述法律費用,與其他有關上述追討而引致之費用,均不得有任何扣減(費用將基於合理數目及合理地引起而該等法律費用與支出的明細表將在持卡人要求下由銀行提供)。(f)持卡人須直接解決商號與持卡人之間有關已得貨品及服務的糾紛,而銀行對商號所提供之貨品及服務以及對任何商號拒絕接受或兌現銀行卡均不須負任何責任。(g)除了任何抵銷或一般留置權或在法律下銀行享有的類似權利,持卡人同意銀行有權並在法律所容許下獲授權可於任何時候在沒有事先通知持卡人的情況下,抵銷及/或轉移並應用持卡人於銀行或銀行集團公司戶口內全部或任何之結餘款項,不論該等賬戶已否到期或到期應支付或屬即期或須通知而提取之存款,及包括由銀行管有或控制之資產,不論其為任何性質或貨幣,為單獨或與他人聯名擁有,以清償持卡人欠付銀行不論以任何貨幣為單位的債務。若某些欠銀行的款項因某些待發事件或償還期限未到尚未需要償還,銀行或銀行集團公司有權暫停支付相等於欠款額的戶口存款予持卡人,直至此待發事件發生為止。若持卡人未能償還任何欠付銀行的結欠債項,銀行將極可能行使其在本條款下的權利。當該等合併、抵銷或轉移需要將一種貨幣兌換成另一種貨幣時,該等兌換將以銀行絕對地定之當時通行之即時兌換率計算(有關資料將應持卡人要求而提供)。就本合約之目的而言,「銀行集團公司」一詞指銀行的控股公司、銀行或其控股公司的任何附屬公司以及銀行的分行、聯繫成員、聯營或關連公司。為免生疑問,銀行可以將附屬卡持有人的「銀行卡」戶口欠數與其在銀行戶口內的結餘對銷。至於「主卡持有人」或其他附屬卡持有人的銀行卡戶口的欠數將不能與附屬卡持有人的戶口結餘作對銷。(h)儘管本合約所述,當有附屬卡發出時,(i)主卡持有人須為所有主卡持有人及任何附屬卡持有人有關銀行卡戶口在本合約下或其他欠下銀行的應付款項而負責(包括信用額之增加)而(ii)每一名附屬卡持有人(而不是未成年人士)須為其作出的交易的所有欠款而負責。(i)由於商號退款而給予銀行卡戶口之存款將只會在銀行收到一張正式發出而經由該商號正式簽署之付賬發票時,才存入「銀行卡」戶口。(j)持卡人之付款或存款只於銀行實際收妥後及沒有任何抵銷、索償、規定、限制、扣除或任何保留之情況下,才視作交妥。(k)關於人民幣卡,付款給銀行須以人民幣在國內的指定地方(或以持卡人的選擇,在香港的指定地方以港幣以銀行決定的兌換率)作出。假若銀行接受以相關「銀行卡戶口」貨幣以外的貨幣付款,該付款須在銀行的酌情權下

轉為該「銀行卡戶口」的貨幣並以銀行決定的兌換率及由銀行宣佈的收費。任何轉換費用將從「銀行卡戶口」中扣除。(I)當付款是以匯票或任何其他類似文件作出，只有在扣除為處理該匯票或文件的所有收取行政或手續費用後的金額才被存入「銀行卡戶口」內。

9. (只適用於人民幣卡及「雙幣信用卡」的人民幣戶口) 結餘及現金貸款

(A)(a)在不影響銀行於本合約第 8(b)條下的權利的情況下，假若「銀行卡戶口」內有任何淨結餘，持卡人可在國內的指定地方以人民幣提取淨結餘全數(或任何其部份)。(b)持卡人亦可以在終止「銀行卡戶口」時或當淨結餘未有超出外匯限制時在香港以港幣提取淨結餘全數。(c)當外匯限制超出時，持卡人只可在香港提取限於外匯限制的港幣而其餘的淨結餘得在國內以人民幣提取。(d)即使以上所述，銀行有唯一酌情權在銀行決定的地方以港幣或人民幣退回淨結餘，而銀行有權為每一次該退款收取以銀行決定的利率而計算的手續費及貨幣轉換費用(當適用)。(B)現金貸款可在國內受制於可動用信用限額及外匯限制而作出。(C)持卡人須遵守所有有關在國內使用「銀行卡」不時有效的國內法律及規則。

10. 遺失與失竊

(a)如有「銀行卡」(包括主卡與及/或附屬卡)、流動裝置及/或 PIN 被遺失或被竊或 PIN、一次性密碼及/或任何「銀行卡」資料被透露予任何未被授權者等情況，持卡人必須在其發覺以上事件之合理可行情況下儘快以書面通知銀行及警方。主卡持有人及附屬卡持有人必須對使用銀行卡所作出或導致之一切交易、費用及賠償負責，不論持卡人(包括主卡持有人或附屬卡持有人)有否授權有關交易。(b)假若持卡人在其發覺任何「銀行卡」或、流動裝置及/或 PIN 被遺失或失竊或 PIN、一次性密碼及/或任何「銀行卡」資料被非授權透露後之合理可行情況下儘快將該遺失、被竊或非授權透露事宜作出報告，並已小心謹慎地行事及為真誠(包括採取合理措施確保「銀行卡」及流動裝置之安全及 PIN、一次性密碼及「銀行卡」資料之保密，並將「銀行卡」、PIN 及一次性密碼分開存放)，持卡人最高之責任將不超過港幣 500 元。(c)該有限責任只適用於特別關於信用卡及簽賬卡並在以上所述的情況下發生的損失，而不適用於現金貸款或涉及詐騙或顯著疏忽的情況或當持卡人未有在發現「銀行卡」或、流動裝置及/或 PIN(視乎情況而定)被遺失或失竊或 PIN、一次性密碼及/或任何「銀行卡」資料被非授權透露後在合理可行情況下儘快通知銀行之情況，持卡人在該等情況下將要負責所有損失。

11. 修訂及增添

(a)銀行茲保留權利隨時修訂或增添本合約之條文及條款，但不限於利息、費用或外幣兌換或其他費用的利率及付款或存款方法，並依照銀行指定日期不時生效。如任何修訂涉及年息之增加或本合約之條文及條款有重大改變時，銀行將給予持卡人通知，生效期將不少於通知書後六十日。當修訂涉及增加銀行收費及/或影響持卡人的責任及義務時，銀行將給予持卡人最少三十日預先通知，除非發出該預先通知並非切實可行。有關其他修訂，銀行會在合理時間內預先通知。(b)如持卡人不同意該等修訂或增添，持卡人須於有關修訂或增添生效之日以前以書面通知銀行終止「銀行卡戶口」，停止使用及退還「銀行卡」。如費用可分開辦別，銀行應按比例發回年費或其他銀行卡之週期性費用，除非涉及之金額是小量。(c)如持卡人於本合約條文 11(b)所指之有關日期之後使用或保有該銀行卡，持卡人將被視作已無保留地接受及同意該等修訂及增添。(d)銀行可透過在結賬單就任何修訂或增添作出通知，該通知將以平郵方式寄到持卡人最後通知銀行之地址，而寄出一天後將被視為已寄達，或該通知將透過電郵或手機短訊發送到持卡人或該通知將於銀行各分行、網址、廣告或其他形式展示並就任何修訂或增添列明生效日期。

12. 違反合約及終止「銀行卡」使用

(A)若持卡人(包括在聯名戶口之主卡持有人及附屬卡持有人)有任何違反本合約之條文，則在銀行的要求下「持卡人」須立刻支付給銀行：(i)一切在銀行提出要求(或之後之要求)當日所欠之數額；(ii)一切由於持卡人(在聯名戶口情況下，主卡持有人或附屬卡持有人)使用「銀行卡」而引致的損失、賠償、費用、支出(包括合理數目及合理地引致的法律費用及合理數目及合理地引致的收賬者費用)(包括銀行已經以其資金向機關支付應屬於但當時並非本合約第 14(C)條所定義的已收取款項的任何金額)。(B)終止使用銀行卡-(a)若「持卡人」死亡、破產、無力償還債務或其他銀行認定之任何其他原因，銀行可在不給予任何通知的情況下終止「銀行卡」(包括「銀行卡戶口」)之使用。(b)銀行保留終止「銀行卡」(包括「銀行卡戶口」)之使用及提供任何服務或不批核任何交易(包括「銀行交易」)之權利(不論是否為遵從適用法律及法規的目的或其他目的)，而無需給予任何預先通知或採取該行動之原因。而銀行絕不負責由該等決定所引致「持卡人」之任何直接或間接任何性質之損失或損害(除非該等損失是由銀行故意失當或疏忽而引起)。若銀行提出要求，「持卡人」必須將「銀行卡」歸還予銀行。(c)(i)「主卡持有人」可在任何時候終止「銀行卡」之使用(包括「主卡」及「附屬卡」)。(ii)「附屬卡」持有人可在任何時候終止「附屬卡」之使用。(iii)一切由「持卡人」給予銀行之通知必須以書面傳達，如所傳達之事項為終止「銀行卡」之使用，「持卡人」必須同時將「銀行卡」歸還予銀行(視乎情況而決定應歸還之「銀行卡」為「主卡」、「附屬卡」或兩者同時歸還)。在銀行未收到歸還的「銀行卡」前(應將該卡之右上角剪去，以保證「銀行卡」之電腦磁帶已被剪去)，一切使用「銀行卡」而進行之交易必須由「主卡持有人」及「附屬卡」持有人共同及分別承擔。主卡持有人須要為附屬卡持有人對銀行的欠數負責。而附屬卡持有人則不用為主卡持有人或其他附屬卡持有人的欠數負責。但附屬卡持有人必須為其所進行之交易所引致的欠數負責。(d)如「雙幣信用卡」包含的港幣戶口或人民幣戶口終止，則「雙幣信用卡」的使用同時終止。(e)不論以任何原因終止「銀行卡」之使用，本合約第十二條 A(i)及(ii)將會適用。

13. 免責條款

13.1. 若「持卡人」使用「銀行卡」時直接或間接遭受到下列之任何損失或損害，銀行及／或任何銀行集團公司將不會負上任何責任：(a)被提供的任何貨品或服務有任何不足；(b)使用「銀行卡」時遭任何人仕或終端機拒絕兌現或接受「銀行卡」；(c)任何電腦終端機或感應式付款功能設備出現故障；(d)非持卡人卡發出之任何交易指示；(e)任何人士作出任何聲稱作出歸還「銀行卡」之任何要求或任何人士依據是項要求而作出之任何行動；(f)銀行運用其權力要求及促使「持卡人」在「銀行卡」印上之終止日前將之歸還於銀行，不論該要求及歸還是銀行，或任何其他「人士」，或電腦終端機作出或促使；(g)銀行根據本合約第十二條運用權力終止任何「銀行卡」或「銀行卡戶口」；(h)銀行根據本合約第 14 條作出任何行為或採取任何行動；(i)「持卡人」之故意失當或疏忽；(j)「持卡人」使用由銀行提供的「一次性密碼」網上交易認證程序；及／或(k)有關收回「銀行卡」，任何要求歸還「銀行卡」之請求或任何人士拒絕兌現或接受「銀行卡」致使持卡人借貨信用及聲譽的損害。

13.2. 在銀行或任何銀行集團公司（視屬何情況而定）故意失當或疏忽之情況下，或假若有關免責條款抵觸香港法例，則本合約第 13.1 之條款不適用。

14. 資料之披露及使用

(A) 提供資料

- a) 持卡人必須在銀行為銀行及任何銀行集團公司遵從適用法律及法規而不時要求下，以銀行要求的形式及時間內，向銀行提供其個人訊息。
- b) 如持卡人的個人訊息有任何更改或增補，持卡人必須及時通知銀行有關更改或增補（在任何情況下不遲於有關更改或增補日起計的三十天內）。
- c) 持卡人必須填妥、簽署及作出銀行為遵從適用法律及法規的目的而不時合理要求的與持卡人在本合約第 14(A)(a)-(c)條下的責任有關的該等文件及事項。

(B) 披露資料

持卡人同意任何銀行集團公司（包括銀行在內）及銀行或任何銀行集團公司所選擇為其提供服務的任何第三方（「第三方服務供應商」）可為確保銀行或任何銀行集團公司遵從適用法律及法規而在任何時候（不論在香港境內或境外、在本合約終止之前或之後）使用、保留及向任何機關披露其稅務資料（即使有關稅務資料可能會被轉移至未有妥善訂立充足的個人資料私隱法律的司法管轄區）。為免生疑問，持卡人免除任何可能會阻礙銀行或任何銀行集團公司或第三方服務供應商以前述方式使用、保留及披露稅務資料的能力的任何適用限制。

(C) 未能提供資料

儘管本合約任何其他條款的規定，持卡人同意：-

- i. 如持卡人未能遵從其在本合約第 14(A)-14(B)條下的責任；
- ii. 如持卡人的個人訊息不準確、不完整或未有被及時更新；或
- iii. 銀行或任何銀行集團公司按適用法律及法規要求向機關披露持卡人的稅務資料的能力因任何理由受阻（因香港法律要求或其他原因），銀行可隨時採取以下一項或多項銀行全權酌情決定為確保銀行及銀行集團公司遵從適用法律及法規而必須採取的行動：
 - 1) 從向持卡人支付的任何款項中或從銀行戶口／銀行卡戶口中，扣減或預扣款項，有關扣減或預扣金額是為遵照適用法律及法規，就預扣稅、入息稅、增值稅、任何物業出售或處置稅、徵稅或任何其他合法收取款項，而需扣減或預扣的金額（「已收取款項」），並向機關支付該等已收取款項或在適用法律及法規所准許的情況下，以託管形式持有該等已收取款項，而在任何情況下，銀行將沒有義務向持卡人補足或補償該等已收取款項；
 - 2) 封鎖或凍結銀行戶口／銀行卡戶口、將銀行在該等戶口下的全部或部分權利、權益及責任或該等戶口內的任何款項轉移給任何銀行集團公司、及／或向持卡人發出通知完全或部分結束該等戶口及終止與持卡人的關係；
 - 3) （在銀行戶口／銀行卡戶口結束前或後）向有關機關提供為確保銀行及銀行集團公司遵從適用法律及法規所需的關於持卡人的稅務資料（即使有關稅務資料可能會被轉移至未有妥善訂立充足的個人資料私隱法律的司法管轄區）；及
 - 4) 採取任何必需或對銀行有幫助的行為，以執行銀行在本合約第 14(C)條下的任何權利。

(D) 銀行將不時向持卡人發出有關顧客資料之顧客通知。最新版本的通知亦不時會刊登於銀行的網頁中。在不影響本合約第 14(B)條的情況下及除該條外，銀行可使用持卡人資料作不時列於該通知之目的及向該通知內不時所列之人士披露有關之資料。

(E) 在不影響本合約第 14(B)條的情況下及除該條之外，持卡人同意銀行可向已發出或建議發出保證或第三方抵押以擔保任何持卡人債務之任何人士，提供一份證明獲保證或抵押責任之合同之副本或摘要、向持卡人發出之任何正式逾期付款催繳書、月結單及有關持卡人而銀行認為合適的其他資料副本。

(F) 持卡人在向銀行提供其諮詢人姓名及其他個人資料前將取得該諮詢人之事先同意。

15. 執行本合約之支出

持卡人承認銀行可僱用代理人代收「持卡人」之任何欠款。在不受本合約第八條(e)的補償之影響下，持卡人同意在銀行要求下賠償銀行因此

舉而牽涉之一切支出及費用 (以合理數目及合理地引起而計算而該等支出及費用的明細表將在持卡人要求下由銀行提供)。

16. ATM 服務

除本文另有所要求外，銀行戶口將受到有關銀行戶口操作之現行規定及規則及管轄通過 ATM 或任何其他在聯網的裝置或終端機或任何銀行不時宣佈之其他電子付款或存款或轉賬而操作銀行戶口的規定及規則包括在國內的任何銀行或外匯規則之管轄。

17. 銀行卡支票服務 (只適用於「簽賬卡」)

(a)銀行會按持卡人的指示將支票簿送交持卡人本人、指派其送信員送交持卡人、通過郵遞或通過其他其認為適合的方式寄往持卡人的地址或持卡人指定的其他地址，持卡人須承擔支票簿送遞的風險。(b)持卡人應將支票簿在任何時間存放於安全及穩妥的地方。若持卡人發現遺失任何已簽發的支票、空白的支票或支票簿，持卡人應立即通知銀行。空白的支票不應給予任何其他人士。持卡人亦不應預先簽署空白的支票。(c)每次簽發支票之金額將從指定銀行卡戶口扣除，而金額亦不可超過銀行卡可用之信用額 (或在簽賬卡的情況下，可用之存款結餘)。(d)持卡人在簽發支票時應小心行事，以防更改及防止欺詐或偽造。所有支票應以中文或英文並以不褪色墨水或原子筆書寫，金額及數字應盡量靠左填寫以避免留下空位。在以字體寫上的金額結尾應加上「整」字。(e)任何經更改的支票將不獲接受，除非發票者在該更改附近簽名作實。(f)若兌現支票可令有關的銀行卡戶口透支，銀行將有權支付或拒絕支票。銀行可不獲兌現的每張支票收取服務費。(g)銀行有權退回任何填寫不正確的支票、非授權更改的支票或日期為超過要求兌現日期六個月的支票。(h)銀行提供的支票仍為銀行的財產。(i)持卡人明白「不記名」支票可支付予支票持有人而「抬頭」支票只可支付予支票中所列的收款人。此外，劃線支票只可通過銀行戶口兌現。因此，以投寄或其他方式送遞支票，必須將「或持票人」字眼刪去，並將支票劃線。(j)任何停止兌現支票的要求或指示必須由持卡人在銀行兌現該支票前以書面提出連同銀行所要求的詳情 (如支票號碼、支票金額、收款人及支票日期)。銀行有權就每項停止兌現支票的要求或指示收取其決定的手續費。(k)由持卡人所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所操作有關的規則所列明的期間，而在該期間之後，該等支票可被銷毀。銀行獲授權與代收銀行、香港銀行同業結算有限公司及其他人士訂立合約以反映前述安排。(l)支票將不能在銀行櫃檯處提取現金或轉賬。而銀行只會在支票經交換結算後才作出兌現。(m)雖則有同意之信用額，銀行可隨時在給予通知與否及銀行不作出任何理由或無須負上任何責任終止該等支票服務及拒絕支付客戶發出之任何支票。持卡人同意支付任何退票之服務費及假若在支票服務終止後，支票仍被過戶，客戶同意如數償還支票金額及利息及彌償銀行有關任何該支票之損失、賠償、責任及索償。(n)本文之免責條款不適用於銀行疏忽或故意失當。

18. 保險計劃 (只適用於信用卡 (銀聯信用卡 (包括但不限於「雙幣信用卡」及「人民幣卡」) 除外))

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，無論持卡人是否有被提供主要保單的副本。客戶可要求於辦公時間內在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大新人壽保險有限公司目前設於香港北角英皇道 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)此計劃由大新人壽保險有限公司所承保 (該公司於百慕達成立，有限責任而香港辦事處設於香港北角英皇道 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。

19. 信用卡「現金回贈」優惠計劃 (「計劃」) (只適用於信用卡)

(A)計劃只適用於「信用卡」而在沒有違反由銀行發出管轄銀行卡使用主要條文及條款之情況下，下列條文將適用於所有合資格參予計劃的持卡人。(B)銀行會根據銀行卡戶口之結存利息及交易量紀錄包括最後一張結賬單後關於購買貨品及服務之任何新消費 (現金貸款除外) 而給予持卡人現金回贈。(C)現金回贈之計算：(a)現金回贈將於結賬單日期計算，並折算為整數單位(b)將根據利息結算及零售消費之金額，以不同之程式計算，根據利息數額及新消費總額或銀行不時宣佈之其他金額作參考。(c)現金回贈將根據持卡人所有之每個銀行卡戶口 (包括所有主銀行卡及附屬卡) 所屬之每一項交易之消費總額及利息數額獨立計算，並將以貨幣分類，於同等貨幣下以單一數額顯示。(i)假若現金回贈日之前任何十二個月期間內 (或銀行宣佈之任何期間內)，有兩次或以上未能繳交應付款項，現金回贈將停止頒發；及(ii)銀行可在任何情況下 (除了在本條款(E)(b)所述之情況外) 更改任何現金回贈安排而毋須作出任何理由。(D)不論現金回贈多寡，銀行將會在結賬單日期後第一個工作天將現金存入適當之銀行卡戶口而不論銀行卡是主卡持有人的或附屬卡持有人的。(E)已存入的現金回贈-(a)將不能兌換現金，而持卡人不能要求銀行付與該筆款項；(b)將被充公而持卡人不能作出任何追討；-(i)若根據任何管轄「銀行卡」使用之主要條文及條款而將「銀行

卡」戶口關閉或結束(不論是否由銀行作出之決定);或(ii)若銀行發出通知將計劃終止;或(iii)若主卡持有人身故。(F)銀行可:(a)在認為合適之條件下頒發額外現金回贈給其中一位持卡人或向其中一位持卡人在特定日子的零售消費交易由銀行不時宣佈頒發更多額外現金回贈,而在萬事達白金卡的情況下,可在特定商號簽賬而獲得現金回贈(以特別的比率計算但不獲頒發特定日子的額外現金退款);(b)在發現任何頒發之現金回贈乃持卡人從不正當方法中取得(包括詐騙)時,可在銀行卡戶口扣除已頒發之現金回贈金額並作出必要的調整;(c)隨時在有通知或沒有通知的情形下改變本合約條文或終止(全部或部分)計劃而持卡人將不得對銀行作出任何追討。(G)頒發的現金回贈不得轉讓予其他人士,而在萬事達白金卡及由銀行與其他機構聯合發出之任何其他信用卡或由銀行不時宣佈的情況下(而雖然在本條文下提及到發給利息的現金回贈)而除非銀行另有宣佈,利息付款將不被給予現金回贈。(H)本文所載之條文及條款將成為管轄使用銀行卡總條文及條款的一部分並按其作詮釋。

20. 使用信用卡 24 小時電話理財服務(「電話服務系統」)

電話服務系統適用於信用卡及簽賬卡。(a)持卡人應嚴格依照銀行不時發出為使用電話服務系統的操作指示。(b)銀行獲授權按銀行真誠地相信為持卡人發出的任何指示而行事,倘該指示實由未經授權之人士冒認持卡人而發出而銀行真誠及沒有疏忽地就指示行事,銀行概不須在任何情況下負責而銀行亦無責任核對任何以持卡人名義發出指示的人士的身份。(c)電話服務系統所提供的任何資料只供參考之用。銀行對已提供資料的足夠性或真確性一概不負責任;而銀行保留不時及在任何時間修訂及更改該等資料的權利。(d)銀行並無對有關使用電話服務系統作出任何種類的陳述或保證,包括但不限於關於使用電話服務系統或提供的資料或服務是否適合某特定用途或商業價值、或任何暗示的保證。除非在疏忽情況下,持卡人使用電話服務系統時在合約上或民事過失或因任何銀行之行動、遺漏、錯誤(故意失當或疏忽除外)而直接或間接導致有任何性質或程度之損失或損害(不論可預見與否),銀行均毋須負責,這些情況包括但不限於銀行按任何冒充及/或未經授權者之指示而行事,任何全因或部份關於操作電話服務系統或為其所使用引致之通訊線路、電話、電腦系統或其他設備,出現任何錯誤、延誤、失靈、干擾、失誤或保安系統問題而令銀行方面出現之任何失誤、延誤或錯誤或任何超越銀行控制的原因。(e)持卡人須對其任何指示及/或其電話服務系統之使用的所有引致之後果負責,亦須在所有時候就其使用電話服務系統或是直接或間接為銀行帶來之所有索償、要求、行動、訴訟、賠償、損失、成本及支出向銀行作出賠償(以合理數目及合理地引起的而該等成本及支出的明細表將在持卡人要求下由銀行提供)除非銀行有故意失當或疏忽,此賠償將持續即使銀行的信用卡 24 小時電話理財服務已終止。(f)持卡人茲此同意,銀行有權(但非義務)對持卡人所發出的指示以書面、錄影帶及/或任何其他方式的紀錄,但該紀錄將為最終及對持卡人有法律的約束力。(g)假若豁免或限制責任之條文被香港法律認為不合法,本合約將不會有所豁免或限制。(h)前文所述的「指示」是指持卡人或聲稱持卡人在使用電話服務系統時或關於使用電話服務系統所發出的任何指示。(i)銀行可隨時終止「信用卡 24 小時電話理財服務」而無須通知、申述理由或對持卡人負上任何責任。(j)持卡人承認及同意持卡人可經銀行的「信用卡 24 小時電話理財服務」操作於銀行開立之所有其他賬戶。

21. 法律及語言

(a)本合約將依照香港法律詮釋,合約雙方同意接受香港法庭之非獨有性管轄,合約條款將可在任何持卡人或其資產所在之地方執行。(b)如有任何時候本合約之任何條文及條款為或成為違法、無效、或於任何方面無法執行時,其餘條文及條款之合法性、有效性及執行性將不會因而受影響。(c)假如豁免或限制責任之條文被香港法律認為不合法,本合約將不會有所豁免或限制。(d)本合約以中文及英文書寫而如有差異,以英文版為準。

22. 雜項

(a)在並不影響此合約之其他條款下,持卡人如離開香港超過六十日,應於離港前安排其銀行卡戶口賬款之繳付。(b)在不影響持卡人在本合約第 14(A)條下的義務及除該等義務外,持卡人之職業、工作地址或住宅地址如有任何更改,持卡人必須立即以書面通知銀行。持卡人如對於清還或繳付任何欠款或款項有任何困難,應立即以書面通知銀行。(c)主卡持有人及附屬卡持有人將收到通知有關取消及暫停附屬卡的方法包括需要儘快將附屬卡交回銀行。(d)持卡人承認銀行已將其部份之運作及功能外判予指定服務供應商,因此持卡人的資料可能會被銀行委任之服務供應商處理及保存。(e)任何由銀行根據本合約發出的結賬單、通知或交費通知單, (i)經郵資預付方式寄往持卡人最後報稱之香港地址,則持卡人將被視作於投寄後兩天之內收到;如持卡人最後報稱地址為香港以外地區,則持卡人將被視作於郵資預付投寄後七天之內收到;及(ii)經電子郵件,於銀行按持卡人向銀行最近以書面通知之電子郵件地址傳送郵件後,而傳送之電子郵件並沒有因未能送達而退回,將視作為持卡人即時收到。(f)在續發或補領銀行卡的情況下,儘管銀行有任何其他指定的要求,使用該新銀行卡或透過銀行卡戶口進行銀行交易或銀行卡交易即可以作為確認該新銀行卡之行爲。

23. 電子支票服務附加條款

A. 電子支票服務條文-適用性及定義

- a) 前述的條款(「現有條款」)中適用於實物支票或適用於銀行一般服務的條文,凡內容相關的且不與本電子支票服務附加條款不一致的,將繼續適用於電子支票及銀行的電子支票服務。就電子支票服務而言,若本附加條款的條文跟現有條款的條文出現不一致,均以本附加條款的條文為準。
- b) 就電子支票服務為目的,下列詞語具下列定義:

「匯票條例」指《匯票條例》(第 19 章), 可被不時修訂。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「存入途徑」指銀行不時提供用作出示電子支票以求存入的任何途徑。

「電子證書」指由銀行接受的核證機關發出的並獲結算所不時為簽發電子支票目的而承認的證書。

「電子支票」指以電子紀錄(按《電子交易條例》(第 553 章)定義)形式簽發的支票(包括銀行本票), 附有電子支票或電子銀行本票(視情況適用)的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務, 但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口, 方可出示電子支票以存入收款人戶口, 本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務戶口」指電子支票存票服務的使用者戶口, 每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入收款人戶口, 本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務條款」指由結算所不時指定的條款及細則, 以規管由結算所提供的電子支票存票服務的使用。

「電子支票簽發服務」及「電子支票存入服務」指由銀行不時向客戶分別為簽發電子支票(包括任何有關電子證書的服務)及存入電子支票而提供的服務, 而「電子支票服務」則一併指「電子支票簽發服務」及「電子支票存入服務」。

「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時採用的規則及運作程序。

「收款人銀行」指收款人戶口所在的銀行。

「收款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言, 指該電子支票的收款人在銀行持有的銀行戶口, 而該戶口可以是收款人的個人名義戶口或收款人的聯名戶口。

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

「顧客」指銀行向其提供電子支票服務的每位客戶, 如文義允許, 包括不時獲客戶授權為客戶簽署電子支票的任何人士。

B. 電子支票服務的性質及範圍

- a) 銀行可選擇提供電子支票服務(無論是全部或部分)。如銀行向顧客提供電子支票服務, 顧客可以簽發電子支票及/或存入電子支票。為使用電子支票服務, 顧客須提供銀行及結算所分別不時要求或指定的資料及文件, 並須接受銀行及結算所分別不時要求或指定的條款及細則。顧客亦可能需要簽署銀行不時指定的表格及文件。
- b) 電子支票簽發服務讓顧客可按下列第 3 條簽發由銀行出票的電子支票。
- c) 電子支票存入服務讓顧客及其他人士可按下列第 4 條使用結算所提供的電子支票存票服務或使用銀行的存入途徑出示電子支票(不論向顧客及/或收款人戶口的任何其他持有人支付)以存入銀行(作為收款人銀行)。
- d) 銀行可為銀行不時指定的貨幣(包括港幣、美元或人民幣)簽發的電子支票, 提供電子支票服務。
- e) 銀行有權不時在給予事先通知予顧客後設定或更改使用電子支票服務的條件。該等條件可包括(但不限於)下列各項(或任何一項):
 - i. 電子支票服務的服務時間(包括簽發、止付或出示電子支票的截止時間);
 - ii. 顧客在任何指定時段可以簽發電子支票的最高總金額或最多支票總數量; 及
 - iii. 顧客須就電子支票服務支付的任何費用。

C. 電子支票簽發服務

- a) 電子支票的版式及簽發電子支票的步驟
 - i. 顧客須按銀行不時指定的步驟及輸入銀行不時指定的資料, 並按指定的版式及規格簽發每張電子支票。顧客不可加入、移除或修改電子支票的內容、版式、排列或影像。
 - ii. 每張電子支票必須由顧客(作為付款人)及銀行(作為付款人銀行)按銀行設定的次序分別以顧客及銀行的數碼簽署式樣簽署, 但如電子支票為銀行本票, 則無須由付款人簽署。
 - iii. 當顧客由聯名戶口簽發電子支票, 顧客須自行負責確保該電子支票按聯名戶口持有人不時授權的電子支票簽署安排, 由獲授權人士(等)簽署。
 - iv. 如顧客為公司或任何其他實體, 顧客須自行負責確保每張電子支票均按顧客不時授權的電子支票簽署安排, 由獲授權人士(等)代表顧客簽署。
- b) 電子證書
 - i. 顧客在電子支票上的數碼簽署必須由有效的電子證書產生, 該電子證書必須在產生該數碼簽署時有效, 並且未過期或被註銷。
 - ii. 顧客在電子支票上的數碼簽署可由一般用途電子證書或特定用途電子證書產生。
 - iii. 如顧客選擇用一般用途電子證書產生數碼簽署, 顧客須遵從上述第 3(b)(i)條維持一般用途電子證書持續有效。
 - iv. 銀行可選擇提供有關特定用途電子證書的服務。銀行的服務可包括代顧客申請、持有、維持、更新、註銷及管理特定用途電子證書(或上述任何一項服務)。如銀行提供該等服務, 且顧客選擇用特定用途電子證書產生顧客的數碼簽署, 顧客應指示及

授權銀行：

- 1) 按銀行不時設定的範圍及方式提供該等服務，這可包括代顧客持有特定用途電子證書及相關密碼匙及 / 或密碼，及代顧客按顧客不時指示在電子支票上產生顧客的數碼簽署；及
 - 2) 作出所有需要步驟 (包括向發出特定用途電子證書的核證機關提供所有需要的資料及個人資料)，以實現特定用途電子證書的目的。
- v. 代顧客申請特定用途電子證書時，銀行有權依賴顧客提供的資料。顧客須自行負責向銀行提供正確及最新的資料。如銀行根據顧客提供的不正確或過時資料獲取了特定用途電子證書，顧客仍須受由該電子證書
- vi. 每張電子證書皆由核證機關發出。就顧客的電子證書，顧客受發出該電子證書的核證機關的指定條款及細則的約束。顧客須自行負責履行顧客在該等條款及細則下的責任。
- c) 向收款人傳送電子支票
- i. 當顧客確認簽發電子支票，銀行會產生電子支票檔案。顧客可下載電子支票檔案用以自行傳送予收款人。銀行亦可代顧客向收款人以電子方式傳送電子支票檔案，如銀行有提供此項服務。
 - ii. 顧客不應向收款人簽發電子支票 (或指示銀行代顧客簽發電子支票)，除非該收款人同意接受電子支票。顧客須自行負責下列各項事宜：
 - (1) 在向收款人簽發電子支票 (或指示銀行代顧客簽發電子支票) 前，通知該收款人其可以同意或拒絕接受電子支票
 - (2) 使用安全電子方式及採取適當電郵加密及其他保安措施傳送電子支票檔案；及
 - (3) 向銀行提供收款人的正確及最新的聯絡資料，讓銀行代顧客以電子方式向收款人傳送電子支票檔案，如銀行有提供此項服務。
 - iii. 電子支票檔案於銀行以電子方式按顧客向銀行提供的收款人的聯絡資料向收款人傳送後，即被認為已經送達至收款人。銀行無責任核實收款人是否實際收到該電子支票檔案。銀行建議顧客跟收款人查明其是否已實際收到該電子支票檔案，不論該電子支票檔案由顧客或銀行傳送
- d) 豁免出示要求每張電子支票的出示只須按業界規則及程序以電子紀錄形式傳送。銀行有權支付每張以該方法出示其電子紀錄的電子支票，而無須要求任何其他出示形式。在不減低上列第 3(a)(i)條及下列第 5(a)及 5(b)條的效果的情況下，顧客明確接受不時在每張電子支票上列明的出示要求豁免。

D. 電子支票存入服務

- a) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或銀行的存入途徑，出示電子支票以存入銀行 (作為收款人銀行)。
- b) 電子支票存票服務
 - i. 電子支票存票服務由結算所提供。就顧客使用電子支票存票服務，顧客受電子支票存票服務條款約束。顧客須自行負責履行電子支票存票服務條款下的責任。
 - ii. 為使用電子支票存票服務，電子支票存票服務條款要求顧客登記電子支票存票服務戶口連同一個或多個收款人戶口，以供出示電子支票。電子支票存票服務條款容許顧客以顧客同名戶口或顧客同名戶口以外的其他戶口作為收款人戶口登記電子支票存票服務戶口。顧客須就顧客或任何其他人士使用顧客的電子支票存票服務戶口出示的所有電子支票負責 (包括任何向顧客同名戶口以外的收款人戶口出示的電子支票)。
 - iii. 任何有關使用電子支票存票服務的事宜須按
 - iv. 電子支票存票服務條款處理。銀行可以 (但無責任) 向顧客提供合理協助。因銀行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如顧客要求，銀行可以 (但無責任) 提供使用顧客電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、收款人姓名及任何其他銀行同意提供有關該電子支票的資料。
 - v. 銀行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，顧客須承擔有關使用電子支票存票服務的責任及風險。顧客或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責。
- c) 銀行的存入途徑銀行可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。

E. 電子支票的處理、相關風險及銀行的責任

a) 電子支票的處理

顧客須明白銀行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算由顧客簽發或向顧客簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，銀行有權以下列方法為顧客支付或收取電子支票：

- i. 任何顧客在銀行簽發的電子支票向銀行出示時，按業界規則及程序支付該電子支票；及
 - ii. 按業界規則及程序，向付款人銀行出示任何向顧客簽發的電子支票，以收取款項。
- b) 銀行責任的限制
- 在不減低現有條款效果的情況下：
- i. 顧客或任何其他人士因使用電子支票服務，或顧客或任何其他人士簽發的電子支票，或通過銀行向顧客提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於銀行或銀行人員、僱員或代理的疏忽或故意失責導致；
 - ii. 為求清晰，現明確如下，顧客或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責：
 - 1) 顧客或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - 2) 顧客未遵守有關電子支票服務的責任，包括提防未獲授權人士簽發電子支票的責任；
 - 3) 按業界規則及程序出示由顧客簽發或向顧客簽發的電子支票，而無須顧及匯票條例的條文；及
 - 4) 任何由於或歸因於銀行可合理控制情況以外的原因導致未能提供或延遲提供電子支票服務，或導致電子支票服務的任
何錯誤或中斷；及
 - iii. 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，銀行均無須向顧客或任何其他人士負責。
- c) 顧客的確認及彌償
- i. 顧客須接受銀行及結算所分別就電子支票服務及結算所提供的服務施加的責任限制及免責條款。顧客須接受及同意，承擔簽發及存入電子支票的風險及責任。
 - ii. 在不減低顧客在現有條款提供的任何彌償或於銀行享有的任何其他權利或補償的情況下，銀行及銀行人員、僱員及代理（或任何一人）有關或因銀行提供電子支票服務或顧客使用電子支票服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及銀行及銀行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，顧客須作出彌償並使銀行及銀行人員、僱員及代理（或任何一人）免受損失。
 - iii. 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因銀行或銀行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
 - iv. 上述彌償在電子支票服務終止後繼續有效。

扣賬卡之條款及細則

[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) 之附錄]

本附錄適用於大新銀行有限公司 (「本行」) 提供的扣賬卡，包括但不限於大新多貨幣 Mastercard® 扣賬卡。本附錄對「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)」(可能不時被修改和補充) (「持卡人合約」) 進行修改及補充，並納入及成為其一部分。凡與扣賬卡及有關服務 (「扣賬卡服務」) 相關並與本附錄條文無不一致的持卡人合約條文將繼續適用於扣賬卡服務。特別是，本附錄應與持卡人合約一併閱讀。

對「附錄」之提述應指不時被修正及補充之本附錄，並包括其每個附件 (如有)。除非本行另有定義，否則本附錄中的所有字眼及字句應具有持卡人協議中賦予它們的相同含義。

重要聲明：閣下在使用扣賬卡前，請細閱本條款及細則、綜合章則及條款，以及任何其他適用於扣賬卡的條款和細則。一旦閣下使用 (包括但不限於啟動) 閣下的扣賬卡，即被視為已接受所有前述的條款及細則 (可能不時被修改和補充) 並受其約束。

定義

「自動櫃員機卡」指本行發行的自動櫃員機卡，其定義在於本行的自動櫃員機卡服務附加條款 (可能不時被修改和補充) 涵蓋。

「自動外幣兌換條款」指本行的自動外幣交易條款，可能不時被修改和補充。

「扣帳卡」指本行發行的扣賬卡，等同持卡人合約中定義的「簽帳卡」。

「綜合章則及條款」指本行的綜合章則及條款 / VIP 銀行服務之綜合章則及條款 (包括其附表中的附加條款)，可能不時被修訂和補充。

「本條款及細則」包括本附錄之條款及細則 (包括本附錄中的附件 (如有))、持卡人合約、扣賬卡的申請表格中提供有關扣賬卡的條款及細則，以及外幣自動交易條款 (如適用)，各自可能不時被修訂和補充。

「本行」或「本行的」指大新銀行有限公司及其繼承人和受讓人。

「閣下」或「閣下的」指扣賬卡之主卡持卡人或附屬卡持有人。

本附錄之應用等

1. 鑒於本行同意予閣下使用扣賬卡及透過扣賬卡操作適用的銀行卡戶口 / 銀行戶口，閣下同意受以下條款和細則約束：(i) 本條款及細則 (包括但不限於本附錄)、(ii) 特別就大新多貨幣 Mastercard® 扣賬卡而言，綜合章則及條款 (尤其是自動櫃員機卡服務附加條款，因大新多貨幣 Mastercard® 扣賬卡是本行的自動櫃員機卡之一)，以及 (iii) 其他不時生效並約束閣下之扣賬卡的條款和細則，而閣下同意一旦閣下申請扣賬卡 (不論是以書面、口頭或電子方式申請) 或在扣賬卡上簽名或使用扣賬卡時 (無論閣下是否已確認收到扣賬卡)，閣下將受前述之條款及細則規管及約束。如果持卡人合約 (或外幣自動交易條款 (視乎情況而定)) 與本附錄的條文存在任何不一致或衝突，在任 何該等抵觸的範圍內，應以本附錄的條文為準。
2. 閣下可以通過閣下的扣賬卡使用閣下適用的銀行卡戶口 / 銀行戶口，閣下將不時受本條款及細則和其他規管閣下適用的銀行卡戶口 / 銀行戶口及適用的付款網絡或平台的條款限制。
3. 本行可隨時提供、更改、暫停、撤回或取消任何扣賬卡服務、扣賬卡及 / 或閣下就扣賬卡的使用。本行亦可加入、更改、限制、暫停、撤回或取消所有或任何有關閣下扣賬卡的權利、優惠、服務、設施、獎賞及優待。扣賬卡一經取消，使用扣賬卡、PIN、一次性密碼或流動裝置

進行的扣賬卡交易的全部金額須即時支付。

持卡人應採取之保安措施

以下為持卡人合約第 3 項的補充：-

4. 閣下應採取包括（但不限於）下列各項的適當安全防範措施：

- a) 收取扣賬卡時即時在卡上簽署；
- b) 使用自動櫃員機或銷售點終端機後，取回閣下的扣賬卡；
- c) 確保商戶於扣賬卡交易完畢後從速將扣賬卡交還給閣下；
- d) 任何時間都合理地保管扣賬卡、PIN、一性密碼和流動裝置，將扣賬卡和流動裝置放置於個人控制之下，並對 PIN 和一性密碼進行安全保密，以防止詐騙；
- e) 毀滅印有 PIN 的文件；
- f) 不應讓任何其他人士使用扣賬卡、PIN、一性密碼或流動裝置；
- g) 緊記閣下的 PIN 並保持 PIN 及 / 或一次性密碼絕對保密；
- h) 切勿向任何其他人士透露閣下的 PIN 及 / 或一次性密碼，包括但不限於本行員工；本行不會透過電話、短訊或電郵等方式索取任何敏感的個人資料（例如 PIN）；
- i) 定期更改閣下的 PIN；
- j) 如閣下的 PIN 被或可能被別人察看，應從速更改；
- k) 切勿寫下閣下的 PIN 或把其寫在閣下的扣賬卡上或與閣下的扣賬卡一同存放，或以任何其他方式把它處理，以致他人可能使用閣下的扣賬卡、PIN 及 / 或流動裝置；閣下應將閣下的 PIN 的任何紀錄加以掩飾；
- l) 切勿選用易於猜測的數字作為閣下的 PIN（例如香港身分證號碼、出生日期、電話號碼或其他易獲取的個人資料）並應使用字母數字代碼（如適用）；
- m) 切勿就其他服務或用途（例如連接互聯網或登入其他網站）使用相同的 PIN；
- n) 切勿傳送或允許任何其他人士使用閣下的扣賬卡、PIN、一次性密碼及 / 或流動裝置；
- o) 在使用自動填充功能輸入一次性密碼時要小心，不要急著驗證相關交易；
- p) 在輸入一次性密碼前驗證短信信息，例如商家名稱、將卡添加到手機支付服務的指示（如適用）、交易金額、貨幣和信用卡號的末四位數等；
- q) 每次簽賬時，在簽賬單上填上總金額及在銀碼前加上貨幣代號；切勿留有空位讓別人填寫；
- r) 確保就每項交易只列印一張簽賬單；
- s) 保留每張簽賬單的持卡人存根，並跟適用的銀行卡戶口 / 銀行戶口結單或紀錄進行檢查。
- t) 如閣下的扣賬卡、PIN、一次性密碼或行動裝置有任何遺失或被盜取的情況，或任何可疑的未經授權的交易，或發現閣下的扣賬卡、PIN、一次性密碼或行動裝置用遭未經授權使用，或向任何未經授權的人員揭露閣下的 PIN 或一次性密碼，在合理可行的情況下盡快以書面或電話方式向銀行報告；及
- u) 每次使用扣賬卡提取現金後立即清點鈔票；不要拿走任何其他人士留在提款機上的鈔票或插卡槽里的卡片；讓鈔票或卡片自動返回到 ATM 內。

「銀行卡」之使用

以下為持卡人合約第 4 項的補充：-

5. 如閣下欲以電子或數碼方式使用扣賬卡操作任何適用的銀行卡戶口 / 銀行戶口，不論於自動櫃員機、銷售點終端機或透過電話或其他指定電子、數碼或流動裝置，閣下須連結適用的銀行卡戶口 / 銀行戶口至扣賬卡。本行可指定以該等方式使用扣賬卡的任何條件及 / 或限制。該等條件及 / 或限制可能包括（但不限於）下列各項（或任何一項）：
 - i. 指定連結至扣賬卡的適用銀行卡戶口 / 銀行戶口，或指明閣下可連結至扣賬卡的適用銀行卡戶口 / 銀行戶口種類及 / 或數目；
 - ii. 指定交易的貨幣；及 / 或
 - iii. 以該等方式使用扣賬卡進行現金提款、轉賬及 / 或付款的限制（包括每日交易、按交易及 / 或其他限制）。
6. 在不限制本行權利的情况下，本行可以設定每日交易限額及 / 或指定於香港境內或境外的扣賬卡服務範圍。如閣下欲於香港境外的自動櫃員機或銷售點終端機或行動裝置使用扣賬卡進行現金提款、付款及 / 或轉賬，閣下須預先設定每日提款、付款及轉賬限額以及相應的有效期限。閣下必須通過本行不時指定的其中一個渠道並按指定方式（包括限額是否單項或整體限額）設定限額及期限。在香港境外使用扣賬卡須繳付本行不時合理訂明的費用及收費並須受相關海外司法管轄區的適用法律及法規限制。
7. 縱使在下列情況，閣下仍須負責：
 - i. 閣下沒有簽署簽賬單（包括如交易可以電話、郵遞、電子形式或直接付款安排進行而無需簽賬單或無需閣下簽署）或簽賬單上的簽署與閣下的扣賬卡上的簽署不同；及 / 或

- ii. 交易不是在閣下自願的情況下進行。
8. 主卡持卡人須就下列事項負責：
- i. 使用各扣賬卡、PIN、一次性密碼及流動裝置進行的所有交易（包括但不限於所有相關費用及收費）；及
 - ii. 當持卡人未有遵守本條款及細則。
9. 不論閣下是否知情，閣下不應使用扣賬卡、PIN、一次性密碼或流動裝置進行任何可能違反任何司法管轄區法律的交易。
10. 閣下同意當扣賬卡、PIN、一次性密碼或流動裝置用於進行、處理或作出任何交易時，即被視為閣下已授權及知悉，不論閣下是否已經實際授權及／或知悉如此使用扣賬卡、PIN、一次性密碼或流動裝置。本行會從閣下相關的卡戶／銀行戶口支取透過使用扣賬卡、PIN、一次性密碼或流動裝置進行交易或處理的任何金額。本行就使用扣賬卡、PIN、一次性密碼或流動裝置進行的所有交易的紀錄均屬正確及最終（有明顯錯誤除外），閣下同意接受本行的紀錄約束。

足夠存款

以下為持卡人合約第 5 項的補充：-

11. 如非以港元、美元、英鎊、日圓、人民幣、歐羅、澳元、新西蘭元、新加坡元、加拿大元或瑞士法郎貨幣之本地／海外簽賬／提款交易，本行將按照本行參照 Mastercard 當日的換算匯率所決定的匯率，將整筆外幣交易金額換算為港元並從閣下適用的港元銀行卡戶口／銀行戶口扣取等值之港元。以下為有關外匯買賣之風險披露 - 外匯買賣涉及風險。外幣投資受匯率波動而產生獲利及虧損風險。閣下如將外幣兌換為港幣或其他外幣時，可能受外幣匯率變動而蒙受虧損。閣下作出任何投資決定前，敬請細閱及明白該等投資的所有發售文件，包括但不限於其所列載的風險披露聲明及風險警告。
12. 儘管有第 11 條，如閣下進行交易，但相關適用的銀行卡戶口／銀行戶口資金不足以進行該交易而本行招致或蒙受任何該交易所導致或與該交易有關的成本、費用、損失或損害，客戶須就該些成本、費用、損失及／或損害對本行作出全面彌償，本行亦有權以本行認為適當的方式從閣下的任何銀行卡戶口／銀行戶口結清相關的成本、費用、損失及／或損害。
13. 如果您使用了扣賬卡消費，有關交易金額將在您適用的銀行卡戶口／銀行戶口中被暫時扣起，直至實際交易金額從您適用的銀行卡戶口／銀行戶口扣除。請注意，被暫時扣起的金額將向上調整至最接近仙位。

費用

14. 以下為持卡人合約第 7 項的補充：如任何使用閣下的扣賬卡及／或扣賬卡服務的收費及費用有任何更改，本行會給予閣下事先通知。本行會從任何閣下適用的銀行卡戶口／銀行戶口支取本行認為合理的收費及費用。

遺失與失竊等

以下為持卡人合約第 10 點的補充：-

15. 在不限制或削弱持卡人合約第 10 (a) 及 10 (b) 項的效力的情況下，如銀行卡戶口／銀行戶口結單因任何原因（包括但不限於偽造、偽冒簽名、欺詐、無權或疏忽）而產生有任何錯漏、差異、未經授權的扣款或其他交易或賬目，請於結單發出日起計 90 天內以書面通知本行，否則在有關結單所顯示的餘額將為最終和有決定性的，閣下將被視為同意放棄向本行提出異議或尋求任何補救措施的權利。儘管有前述規定，如有任何有關閣下之扣賬卡的簽賬交易涉及任何錯漏、差異或未經授權的購買交易，請參閱本行的扣賬卡／自動櫃員機卡退款保障機制以瞭解詳情／需要採用之行動；如對前述有任何垂詢，請聯絡客戶服務熱線 2828 8000、瀏覽本行網頁或於營業時間內親臨本行分行查詢。
16. 閣下須就以下原因導致之未經授權交易負責：-
- (a) 如閣下在知情的情況下（不論是否自願）容許任何其他人士使用閣下的扣賬卡、PIN、一次性密碼或流動裝置；或
 - (b) 如閣下就使用或保管扣賬卡、PIN、一次性密碼或流動裝置有欺詐行為或嚴重疏忽；如閣下未有採取本行就使用或保管扣賬卡、PIN、一次性密碼或流動裝置不時建議的任何安全防範措施，可被視為閣下的嚴重疏忽。

違反合約及終止「銀行卡」使用

17. 以下為持卡人合約第 12 點項的補充：如閣下的綜合理財戶口或適用的銀行卡戶口／銀行戶口被終止，閣下的扣賬卡亦可能會被終止（由本行自行決定）。

免責條款

以下為持卡人合約第 13 項的補充：-

18. 本行無需就下列各項（或任何一項）對閣下或任何其他人士負責：
- i. 由於或可歸咎於本行合理控制以外的情況而導致本行未有向閣下提供任何扣賬卡服務、設備或其他設施或任何延誤；
 - ii. 商戶或任何其他人士為使用扣賬卡或其任何提款機功能（包括但不限於非接觸式付款功能）提供或操作的任何 ATM、銷售點終端機或其他裝置的可用性或效能；以及
 - iii. 由於使用閣下的扣賬卡、PIN、一次性密碼或流動裝置而引致或與之有關的相應或間接損失。

19. 本行無需就任何商戶拒絕接納閣下的扣賬卡、PIN、一次性密碼或流動裝置而負責。本行亦無需就任何商戶向閣下提供的任何商品或服務負責。閣下根據本條款及細則對本行的責任不會因閣下對商戶作出的任何申索而受到影響或被免除或減少。閣下須自行負責解決與商戶的任何爭議。特別是閣下與任何商戶須同意設立、更改及 / 或終止將各項繳費記入閣下適用的銀行卡戶口 / 銀行戶口的任何自動轉賬或直接付款安排。如閣下與商戶之間有任何爭議，本行有權不執行任何關於設立、更改或終止有關安排的要求。
20. 即使任何商戶未有提供商品或服務或未有履行責任，或任何商戶提供的商品或服務存有任何不妥，或任何商戶未有向閣下提供或供應商戶的任何商品、服務、優惠、折扣或計劃，本行有權從閣下適用的銀行卡戶口 / 銀行戶口中扣除閣下使用扣賬卡、PIN、一次性密碼或流動裝置進行的所有交易的金額。閣下必須直接向相關商戶就有關商品、服務、優惠、折扣或計劃尋求糾正。
21. 在調查閣下與任何商戶之間出現爭議的交易期間，本行有權從閣下適用的銀行卡戶口 / 銀行戶口中支取及扣除交易金額，如相關調查結果支持閣下的申索，本行才會向閣下退還相關金額。本行可全權酌情決定是否在調查有結果之前退款。
22. 本行有權在本行認為合適的時間及以本行認為合適的匯率將退款金額兌換成另一種貨幣。閣下須承擔所有相關匯率風險、損失、佣金及其他收費及費用。

發出及補發新卡

23. 本行可（但並無責任）向閣下補發扣賬卡。如本行補發扣賬卡，本行可能會徵收手續費並可從任何閣下適用的銀行卡戶口 / 銀行戶口扣除。有關之收費詳情，請參閱本行之「銀行服務收費」小冊子或瀏覽本行網頁。
24. 當閣下的綜合理財戶口級別有所改動，本行有權決定向閣下發出或更換（視乎情況而定）扣賬卡。在這種情況下，本行會通知閣下發出或更換（視乎情況而定）扣賬卡的安排。

聯名戶口

25. 如果閣下適用的銀行卡戶口 / 銀行戶口為聯名戶口，本行可向任何獲授權單獨操作該戶口的人士發出扣賬卡。
26. 如閣下及任何其他人士簽署或同意受本條款及細則約束：
- 各人須就有關扣賬卡、扣賬卡服務或本條款及細則的責任及債務共同及各別負責；及
 - 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

扣賬卡種類

27. 發給閣下的扣賬卡種類取決於閣下的綜合理財戶口級別。

其他事宜

28. 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本附錄的任何條文下的利益。
29. 本附錄受香港法律管轄並按其詮釋。閣下同意服從香港法院的非專性管轄權。
30. 本附錄的英文及中文版本如有任何不一致，概以英文版本為準。本附錄的任何中文版本僅供參考。

扣賬卡「現金獎賞」（「現金獎賞」）優惠活動（只適用於扣賬卡）

31. 本行可為符合條件的扣賬卡交易（「合資格交易」）提供現金獎賞。合資格交易只包括透過 Mastercard 網絡以扣賬卡進行並已誌賬至適用的銀行卡戶口 / 銀行戶口之實體店簽賬交易、感應式付款、指定流動支付服務交易（包括 Apple Pay、Google Pay™ 及 Samsung Pay）及網上購物交易。
32. 本行有權不時設定、更改、暫停或撤銷任何現金獎賞安排，包括但不限於下列事項：
- 現金獎賞比率（包括但不限於適用於不同種類扣賬卡、客戶分類及交易種類的不同回贈比率）；
 - 閣下可獲取現金獎賞的最低及 / 或最高金額；
 - 符合條件獲取現金獎賞的扣賬卡交易種類；
 - 符合條件獲取現金獎賞的交易金額的最低及 / 或最高限額；
 - 支付現金獎賞的方式、時間及貨幣；
 - 符合條件獲取現金獎賞的交易渠道；
 - 可撤銷、取消或認定為不符合條件的現金獎賞的情況，且本行有權從閣下適用的銀行卡戶口 / 銀行戶口中扣除該等現金獎賞；及
 - 有關獲取或支付現金獎賞的任何其他詳情。
33. 已於適用的銀行卡戶口 / 銀行戶口誌賬合資格交易之現金獎賞將於誌賬後 3 個月內直接存入適用的銀行卡戶口 / 銀行戶口。

34. 如本行合理認為存在與獲取或使用現金獎賞有關的欺詐或濫用行為，本行有權不支付任何現金獎賞，並有權從適用的銀行卡戶口 / 銀行戶口中扣除已支付給閣下的任何現金獎賞。此類欺詐或濫用行為可包括（但不限於）在獲取一項交易的現金獎賞後，以任何方式獲得該交易金額的退款。
35. 閣下的扣賬卡一旦到期或一經取消，本行有權取消或收回任何未使用的現金獎賞。
36. 如閣下適用的銀行卡戶口 / 銀行戶口受到限制或被施加使用條件，本行有權不提供現金獎賞。
37. 本行可為不符合條件的扣賬卡交易拒絕提供現金獎賞，包括但不限於下列交易：
- a) 自動櫃員機相關交易；
 - b) 扣賬卡現金透支交易；
 - c) 萬事達卡網絡以外進行的購買交易；
 - d) 銀行手續費（包括但不限於繳交年費、財務費用、逾期費用及現金透支手續費等）；
 - e) 準現金交易，包括：
 - I. 賭博或博弈交易；
 - II. 於非金融機構的交易（包括（但不限於）購買外幣匯票和旅遊支票）；
 - III. 於金融機構的交易（包括向銀行和 / 或證券 / 投資交易平台購買產品、服務和商品）；
 - IV. 電匯；
 - V. 支付租金；
 - VI. 購買房產；
 - VII. 購買加密貨幣；
 - VIII. 分期付款；
 - f) 未誌賬 / 取消 / 退回 / 未經授權 / 退款之交易；及
 - g) 流動轉賬及增值交易（包括但不限於 PayMe、TNG 等）。
38. 本行根據相關卡協會不時發佈的商戶編號來確定交易是否符合條件。由於編號由卡協會管理，本行不對其準確性或交易商戶類型的分類負責。本行對交易是否符合條件獲取現金獎賞的決定為最終及不可推翻的。
39. 本行有權決定支付現金獎賞的貨幣。在可行的情況下，本行會嘗試（但不保證會）以交易結算貨幣向閣下支付現金獎賞。
40. 如本行決定以結算交易的貨幣以外的其他貨幣支付現金獎賞，本行會參考相關卡協會設定的匯率而決定一個匯率用作計算現金獎賞金額。
41. 現金獎賞金額將調整至最接近的仙位。
42. 如閣下於現金獎賞存入閣下適用的銀行卡戶口 / 銀行戶口之前關閉戶口或取消閣下的扣賬卡，閣下即無權獲取現金獎賞。
43. 若發生詐欺或濫用行為，或閣下在本行發放現金獎賞後取消或註銷相關交易，本行保留從閣下適用的銀行卡戶口 / 銀行戶口扣除已提供的現金獎勵等值金額的權利，而不另行通知。
44. 若要享有現金獎賞，與閣下的扣賬卡相連之適用銀行卡戶口 / 銀行戶口必須有效。
45. 閣下必須保留所有相關交易的銷售單據正本。如有任何爭議，本行保留權利要求閣下提交相關銷售單據正本及 / 或其他證明文件以供查閱。所有提交給銀行的銷售單據和其他證明文件（無論是正本或副本）將不會被退回。

有關持卡人合約的修改通知 (適用於大新多貨幣 Mastercard® 扣賬卡持卡人)

閣下同意以下的持卡人合約條文進行補充及 / 或修改如下(現有條文新增的內容以斜體並下劃線表示, 刪除的內容以刪除線劃掉) :

46. 第 1 (f) 項 :

「(f) 「銀行戶口」乃指持卡人在銀行開設其中用以進行銀行交易之戶口, 但不包括「銀行卡」戶口。」

47. 第 1 (p) 項 :

「(p) 「流動裝置」乃指用以接收一次性密碼及 / 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。」

48. 第 4 (a) 項 :

「(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, 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。「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。」

49. 第 6 (b) 項 :

「(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, 或(就大新多貨幣 Mastercard® 扣賬卡而言) 以相關交易貨幣計算顯示 : (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) 。 (ii) 付款到期日。 (iii) 所須的最低付款額。 (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, 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) 。」

50. 第 18 項 :

「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))

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) 安排有關保險公司 (「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, 無論持卡人是否有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。」

大新多貨幣 Mastercard 扣賬卡（「扣賬卡」）之主要章則及條款

扣賬卡持卡人（「閣下」）須特別注意下列條款及細則之重要性及其責任。此條款及細則所使用的專用術語與大新「信用卡」或「簽賬卡」持卡人合約（「持卡人合約」）（包括人民幣卡）及扣賬卡之條款及細則[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）之附錄]中的定義相同，及不時作出修改，補充及恢復。

1. 儘管有以下第 2 條，如閣下的扣賬卡、流動裝置及 / 或 PIN 有任何遺失或被盜取或一次性密碼或流動裝置遭未經授權披露，或閣下發現任何扣賬卡資料遭外泄或遭未經授權披露並已小心及真誠地行事（包括採取合理措施保障扣賬卡及流動裝置及 PIN、一次性密碼和扣賬卡資料的保密性，並將 PIN 及一次性密碼與扣賬卡分開保存），閣下最高之責任將不超過港幣 500 元。
2. 在不影響上述第 1 條的情況下，閣下仍須負責：
 - iii. 即使閣下沒有簽署簽賬單（包括如交易可以電話、郵遞、電子形式或直接付款安排進行而無需簽賬單或無需閣下簽署）；
 - iv. 即使簽賬單上的簽署與閣下的扣賬卡上的簽署不同；
 - v. 即使交易不是在閣下自願的情況下進行；
 - vi. 使用閣下的扣賬卡、PIN、一次性密碼及流動裝置進行的所有交易（包括但不限於所有相關費用及收費）；及 / 或
 - vii. 當閣下未有遵守扣賬卡相關的條款及細則。
3. 閣下須就以下原因導致之未經授權交易負責:-
 - a. 在知情的情況下（不論是否自願）容許任何其他人士使用閣下的扣賬卡、PIN、一次性密碼或流動裝置；或
 - b. 如閣下就使用或保管扣賬卡、PIN、一次性密碼或流動裝置有欺詐行為或嚴重疏忽；如閣下未有採取本行就使用或保管扣賬卡、PIN、一次性密碼或流動裝置不時建議的任何安全防範措施，可被視為閣下的嚴重疏忽。
4. 如閣下進行交易，但相關適用的銀行戶口資金不足以進行該交易而本行招致或蒙受任何該交易所導致或與該交易有關的成本、費用、損失或損害，客戶須就該些成本、費用、損失及 / 或損害對本行作出全面彌償，本行亦有權以本行認為適當的方式從閣下的任何銀行戶口結清相關的成本、費用、損失及 / 或損害。
5. 如果您使用了扣賬卡消費，有關交易金額將在您適用的銀行卡戶口 / 銀行戶口中被暫時扣起，直至實際交易金額從您適用的銀行卡戶口 / 銀行戶口扣除。請注意，被暫時扣起的金額將向上調整至最接近仙位。
6. 不論閣下是否知情，閣下不應使用閣下的扣賬卡、PIN、一次性密碼或流動裝置進行任何可能違反任何司法管轄區法律的交易。
7. 閣下同意當閣下的扣賬卡、PIN、一次性密碼或流動裝置用於進行、處理或作出任何交易時，即被視為閣下已授權及知悉，不論閣下是否已經實際授權及 / 或知悉如此使用閣下的扣賬卡、PIN、一次性密碼或流動裝置。本行會從相關的銀行戶口支取透過使用閣下的扣賬卡、PIN、一次性密碼或流動裝置進行交易或處理的任何金額。
8. 任何扣賬卡服務的收費及費用有任何更改，本行會給予閣下事先通知。
9. 如銀行月結單因任何原因（包括但不限於偽造、偽冒簽名、欺詐、無權或疏忽）而產生有任何錯漏、差異、未經授權的扣款或其他交易或賬目，請於結單發出日起計 90 天內以書面通知本行，否則在有關銀行月結單所顯示的餘額將為最終和有決定性的，及被視為同意放棄向本行提出異議或尋求任何補救措施的權利。儘管有前述規定，如有任何有關閣下之扣賬卡的簽賬交易涉及任何錯漏、差異或未經授權的購買交易，請參閱本行的扣賬卡 / 自動櫃員機卡退款保障機制以瞭解詳情 / 需要採用之行動；如對前述有任何垂詢，請聯絡客戶服務熱線 2828 8000、瀏覽本行網頁或於營業時間內親臨本行分行查詢。

10. 如果閣下適用的銀行戶口為聯名戶口，本行可向任何獲授權單獨操作該戶口的人士發出扣賬卡，並受以下約束：-

- iii. 各人須就有關扣賬卡、扣賬卡服務或本條款及細則的責任及債務共同及各別負責；及
- iv. 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

銀行提議閣下細閱及明白有關閣下扣賬卡條款及細則之全文。有關條款及細則可在銀行的任何分行索取或通過本行網頁下載

本主要條款及細則之中英文版本如有歧異，一概以英文版本為準。

大新多貨幣 Mastercard® 扣賬卡 (「扣賬卡」) 之重要注意事項

一般說明：

- 閣下的大新多貨幣 Mastercard® 扣賬卡 (「扣賬卡」) 已連接到閣下在大新銀行有限公司 (「本行」) 開立的適用銀行帳戶。閣下可以在接受萬事達卡的任何地方使用扣賬卡提取現金及 / 或進行交易。

- 扣賬卡每日交易限額如下：

	適用於優易理財客戶：	適用於 VIP 銀行服務客戶：
本地櫃員機提款限額	港幣 20,000 元或其等值	港幣 20,000 元或其等值
海外櫃員機提款限額	港幣 20,000 元或其等值	港幣 20,000 元或其等值
商戶消費交易限額 (萬事達卡網絡)	港幣 50,000 元或其等值	港幣 100,000 元或其等值
網上交易限額 (萬事達卡網絡)	港幣 50,000 元或其等值	港幣 100,000 元或其等值
商戶消費交易限額 (易辦事網絡)	港幣 20,000 元或其等值	港幣 20,000 元或其等值

- 扣賬卡所支援貨幣：港元、美元、英鎊、日元、人民幣、歐元、澳元、新西蘭元、新加坡元、加拿大元及瑞士法郎。
- 如閣下在適用之自動櫃員機使用扣賬卡並選擇閣下的大新外幣戶口以提取任何支援貨幣現金，有關的提款金額將直接從該外幣戶口扣除；如閣下開啟了自動兌換外幣功能，在適用之自動櫃員機使用扣賬卡並選擇閣下的大新港幣戶口以提取非支援貨幣現金，有關的提款金額將換算為港元並從該港元戶口扣除。
- (適用於以扣賬卡進行之商戶消費交易) 每項非主要外幣交易所採用之匯率包含 (i) 根據萬事達卡於本行清算交易，折算為港幣後並誌賬於客戶之綜合理財戶口內當日所釐定的兌換率；及 (ii) 交易金額之 1.95% 手續費 (已包括萬事達卡向本行徵收的費用，如適用)。
- 有關扣賬卡服務之收費詳情，請參閱本行之「銀行服務收費」小冊子或瀏覽本行網頁。
- 請小心保管閣下的扣賬卡，並緊記閣下的 PIN (已在持卡人合約上定義)，切勿將閣下的 PIN 告知他人。閣下如遺失閣下的扣賬卡，請立即報警及致電 2828 8188，透過大新網上理財或流動理財服務或向任何本行分行報失。
- 如有需要，外遊前請預先透過大新網上理財或流動理財服務設定閣下扣賬卡的海外提款功能、商戶消費交易限額及自動外幣兌換功能。
- 如閣下欲終止扣賬卡的自動轉賬服務，請向相關商戶或以書面方式向本行提出取消自動轉賬授權之要求。
- 閣下一旦申請扣賬卡 (不論是以書面、口頭或電子方式申請) 或在扣賬卡上簽名或使用扣賬卡 (無論閣下是否已確認收到扣賬卡)，即表示閣下已詳閱、明白及接受此等重要注意事項及所有本行的與扣賬卡相關不時生效的條款及細則，並同意受其約束。

保安措施

- 閣下須負責採取合理步驟保管閣下的扣賬卡及所有保安詳情機密以防止欺詐。在不影響及在增補適用的持卡人合約和有關扣賬卡、PIN 及流動裝置 (已在持卡人合約上定義) 的保安的條款及細則的前提下，閣下亦須在合理可行的情況下採取以下保安措施：
 - 收取扣賬卡時即時在卡上簽署；
 - 使用自動櫃員機或銷售點終端機後，取回閣下的扣賬卡；
 - 確保商戶於扣賬卡交易完畢後從速將扣賬卡交還給閣下；
 - 任何時間都合理地保管扣賬卡、PIN、一性密碼 (已在持卡人合約上定義) 和流動裝置，將扣賬卡和流動裝置放置於個人控制之下，並對 PIN 和一性密碼進行安全保密，以防止詐騙；
 - 毀滅印有 PIN 的文件；
 - 不應讓任何其他人士使用扣賬卡、PIN、一性密碼或流動裝置；
 - 緊記閣下的 PIN 並保持 PIN 及 / 或一次性密碼絕對保密；
 - 切勿向任何其他人士透露閣下的 PIN 及 / 或一次性密碼，包括但不限於本行員工；本行不會透過電話、短訊或電郵等方式索取任何敏感的個人資訊 (例如 PIN)；
 - 定期更改閣下的 PIN；

- j) 如閣下的 PIN 被或可能被別人察看，應從速更改；
- k) 切勿寫下閣下的 PIN 或把其寫在閣下的扣賬卡上或與閣下的扣賬卡一同存放，或以任何其他方式把它處理，以致他人可能使用閣下的扣賬卡、PIN 及 / 或流動裝置；閣下應將閣下的 PIN 的任何紀錄加以掩飾；
- l) 切勿選用易於猜測的數字作為閣下的 PIN (例如香港身分證號碼、出生日期、電話號碼或其他易獲取的個人資料) 並應使用字母數字代碼 (如適用)；
- m) 切勿就其他服務或用途 (例如連接互聯網或登入其他網站) 使用相同的 PIN；
- n) 切勿傳送或允許任何其他人使用閣下的扣賬卡、PIN、一次性密碼及 / 或流動裝置；
- o) 在使用自動填充功能輸入一次性密碼時要小心，不要急著驗證相關交易；
- p) 在輸入一次性密碼前驗證短信信息，例如商家名稱、將卡添加到手機支付服務的指示 (如適用)、交易金額、貨幣和信用卡號的末四位數等；
- q) 每次簽賬時，在簽賬單上填上總金額及在銀碼前加上貨幣代號；切勿留有空位讓別人填寫；
- r) 確保就每項交易只列印一張簽賬單；
- s) 保留每張簽賬單的持卡人存根，並跟適用的銀行卡戶口 (已在持卡人合約上定義) / 銀行戶口 (已在持卡人合約上定義) 結單或紀錄進行檢查；
- t) 如閣下的扣賬卡、PIN、一次性密碼或行動裝置有任何遺失或被盜取的情況，或任何可疑的未經授權的交易，或發現閣下的扣賬卡、PIN、一次性密碼或行動裝置用遭未經授權使用，或向任何未經授權的人員揭露閣下的 PIN 或一次性密碼，在合理可行的情況下盡快以書面或電話方式向本行報告；及
- u) 每次使用扣賬卡提取現金後立即清點鈔票；不要拿走任何其他人在提款機上的鈔票或插卡槽里的卡片；讓鈔票或卡片自動返回到 ATM 內。

遺失與失竊和持卡人責任

- 12. 如有扣賬卡 (包括主卡及 / 或附屬卡)、流動裝置及 / 或 PIN 被遺失或被竊或 PIN、一次性密碼及 / 或任何扣賬卡資料被透露予任何未被授權者等情況，在不影響此等重要注意事項的第 7 及 10 (t) 段的前提下，閣下必須在其發覺以上事件之合理可行的情況下儘快以書面通知本行及警方。主卡持有人 (已在持卡人合約上定義) 及附屬卡持有人 (已在持卡人合約上定義) 必須對使用扣賬卡所作出或導致之一切交易 (已在持卡人合約上定義)、費用及賠償負責，不論閣下 (包括主卡持有人或附屬卡持有人) 有否授權有關交易。
- 13. 假若閣下在其發覺任何扣賬卡、流動裝置及 / 或 PIN 被遺失或失竊或 PIN、一次性密碼及 / 或任何扣賬卡資料被非授權透露後之合理可行情況下儘快將該遺失、被竊或非授權透露事宜作出報告，並已小心謹慎地行事及為真誠 (包括採取合理措施確保扣賬卡及流動裝置之安全及 PIN、一次性密碼及扣賬卡資料之保密，並將扣賬卡、PIN 及一次性密碼分開存放)，閣下最高之責任將不超過港幣 500 元。
- 14. 該有限責任只適用於特別關於扣賬卡並在以上所述的情況下發生的損失，而不適用於現金貸款或涉及詐騙或顯著疏忽的情況或當閣下未有在發現扣賬卡、流動裝置及 / 或 PIN (視乎情況而定) 被遺失或失竊或 PIN、一次性密碼及 / 或任何扣賬卡資料被非授權透露後在合理可行情況下儘快通知本行之情況，扣賬卡在該等情況下將要負責所有損失。
- 15. 閣下須就以下原因導致之未經授權交易負責：-
 - a) 如閣下在知情的情況下 (不論是否自願) 容許任何其他人士使用閣下的扣賬卡、PIN、一次性密碼或流動裝置；或
 - b) 如閣下就使用或保管扣賬卡、PIN、一次性密碼或流動裝置有欺詐行為或嚴重疏忽；如閣下未有採取本行就使用或保管扣賬卡、PIN、一次性密碼或流動裝置不時建議的任何安全防範措施，可能被視為閣下的嚴重疏忽。
- 16. 如閣下的任何銀行戶口結單因任何原因 (包括但不限於偽造、偽冒簽名、欺詐、無權或疏忽) 而產生有任何錯漏、差異、未經授權的扣款或其他交易或賬目，請於結單發出日起計 90 天內以書面通知本行，否則在有關結單所顯示的餘額將為最終和有決定性的，閣下將被視為同意放棄向本行提出異議或尋求任何補救措施的權利。儘管有前述規定，如有任何有關閣下之扣賬卡的簽賬交易涉及任何錯漏、差異或未經授權的購買交易，請參閱本行的扣賬卡 / 自動櫃員機卡退款保障機制以瞭解詳情 / 需要採用之行動；如對前述有任何垂詢，請聯絡客戶服務熱線 2828 8000、瀏覽本行網頁或於營業時間內親臨本行分行查詢。
- 17. 儘管有任何相反的條款或細則，本行保留其要求還款的慣常凌駕權利。
- 18. 本行有權可以在沒有事前通知情況下，抵銷或轉移於本行任何性質之適用戶口內之任何存款，用作清還閣下的扣賬卡之欠款。
- 19. 閣下的扣賬卡不可用作任何非法用途，包括但不限於支付任何非法賭博。

本行提醒客戶細閱下列與扣賬卡有關條款及細則之全文。條款及細則可在本行網頁上下載或在本行的任何分行索取：

- a) 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）
- b) 扣賬卡之條款及細則 [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）之附錄]
- c) 大新多貨幣 Mastercard® 扣賬卡（「扣賬卡」）之重要注意事項
- d) 大新多貨幣 Mastercard® 扣賬卡（「扣賬卡」）之主要使用章則及條款
- e) 大新多貨幣 Mastercard® 扣賬卡（「扣賬卡」）客戶迎新優惠之條款及細則

請注意扣賬卡之使用及操作均受制於持卡人合約及其他與扣賬卡相關並不時有效的條款及細則（可能會修訂和補充）。

此等重要注意事項之中，英文版本如有歧異，一概以英文版本為準。

大新銀行有限公司

大新多貨幣 Mastercard® 扣賬卡 (「扣賬卡」) 客戶迎新優惠之條款及細則

一般條款及細則

1. 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。
2. 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。
3. 於本推廣內，如任何在此提供予客戶的迎新優惠的有關交易涉及詐騙、有濫用成份或被撤銷、取消或退款，本行有權從相關客戶持有的綜合貨幣儲蓄戶口及 / 或其他大新銀行戶口（由大新銀行有限公司（「本行」）全權酌情決定）扣除相關現金回贈之等值而無須另行通知。
4. 本行保留隨時修改本條款及細則及取消、終止或更改在此提供的迎新優惠而無須事先通知之權利。如有任何爭議，本行將保留最終決定權。
5. 本條款及細則之中英文版本如有歧異，一概以英文版本為準。

扣賬卡現金回贈推廣（「推廣」）條款及細則

1. 由本行就合資格扣賬卡（定義見本條款及細則第 3 條）提供高達共 1.3% 之現金回贈（「現金回贈」），由（i）現金獎賞（定義見扣賬卡之條款及細則 [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）之附錄]）（「扣賬卡之條款及細則」）及（ii）額外的現金回贈（「額外現金回贈」）所組成，如下表所示：

客戶類別 (定義見本條款及細則第 4 條)	現金獎賞	額外現金回贈	現金回贈 (由 (i) 現金獎賞及 (ii) 額外現金回贈所組成)
VIP 銀行服務	0.6%	0.7%	1.3%
優易理財	0.6%	0.6%	1.2%

2. 額外現金回贈之推廣期由 2025 年 1 月 1 日至 2025 年 6 月 30 日（包括首尾兩日）（「額外現金回贈推廣期」）。為免生疑，額外現金回贈推廣期不適用於現金獎賞，並根據扣賬卡之條款及細則，本行有權不時設定、更改、暫停或撤銷任何現金獎賞之安排。
3. 現金獎賞適用於所有成功申請由本行所發出之扣賬卡之客戶。額外現金回贈只適用於在額外現金回贈推廣期內成功申請由本行所發出之扣賬卡之客戶。本第 3 條所指的扣賬卡統稱為「合資格扣賬卡」，而本第 3 條所形容的客戶統稱為「合資格客戶」。
4. 「合資格簽賬」指任何 (i) 由合資格客戶以其合資格扣賬卡成功作出及 (ii) 已根據本行紀錄完成及獲誌賬的零售或網上簽賬，並且沒有最低金額要求。有關現金獎賞，如合資格客戶以其合資格扣賬卡作出合資格簽賬，本行將根據本條款及細則第 1 條及扣賬卡之條款及細則，以及相關消費月份最後一個工作天在本行紀錄中適用於該合資格客戶之戶口類別（「客戶類別」），釐定現金獎賞予相關合資格客戶。有關額外現金回贈，如合資格客戶於下表列明之相關「合資格簽賬月份」以其合資格扣賬卡作出合資格簽賬，本行將根據本條款及細則第 1 條及每個相關合資格簽賬月份最後一個工作天之客戶類別，釐定額外現金回贈予相關合資格客戶。

合資格扣賬卡發卡日於以下期間（包括首尾兩日）	合資格簽賬月份（包括首尾兩日）
2025 年 1 月 1 日至 2025 年 1 月 31 日	2025 年 2 月 1 日至 2025 年 4 月 30 日
2025 年 2 月 1 日至 2025 年 2 月 28 日	2025 年 3 月 1 日至 2025 年 5 月 31 日
2025 年 3 月 1 日至 2025 年 3 月 31 日	2025 年 4 月 1 日至 2025 年 6 月 30 日
2025 年 4 月 1 日至 2025 年 4 月 30 日	2025 年 5 月 1 日至 2025 年 7 月 31 日
2025 年 5 月 1 日至 2025 年 5 月 31 日	2025 年 6 月 1 日至 2025 年 8 月 31 日
2025 年 6 月 1 日至 2025 年 6 月 30 日	2025 年 7 月 1 日至 2025 年 9 月 30 日

5. 現金回贈金額將以四捨五入調整至及最接近仙位。

6. 如合資格客戶之合資格扣賬卡符合扣賬卡之條款及細則及本行不時刊發的任何相關條款及細則及 / 或公告之現金獎賞領取條件，現金獎賞將根據相關條款及細則於相關消費月份後 3 個月內存入合資格扣賬卡之綜合貨幣儲蓄戶口。如合資格客戶之合資格扣賬卡符合有關額外現金回贈之領取條件，額外現金回贈將於相關合資格簽賬月份後 3 個月內存入合資格扣賬卡之綜合貨幣儲蓄戶口內。
7. 合資格客戶必須於現金獎賞發放時仍然持有有效之相關合資格扣賬卡，方可獲享相關現金獎賞 (如適用)。合資格客戶必須於整個額外現金回贈推廣期內及額外現金回贈發放時仍然持有有效之相關合資格扣賬卡，方可獲享相關額外現金回贈 (如適用)。
8. 本行可以決定現金回贈的支付貨幣，並盡量以與相關交易貨幣相同的貨幣進行支付現金回贈。
9. 如本行決定以相關交易貨幣以外的其他貨幣支付現金回贈，本行會參考相關卡協會設定的匯率 (如有) 而決定用作計算現金回贈金額的匯率。
10. 本行不會就不符合條件的簽賬提供現金回贈，包括但不限於下列交易：
 - h) 自動櫃員機相關交易；
 - i) 扣賬卡現金透支交易；
 - j) 萬事達卡網絡以外進行的購買交易；
 - k) 銀行手續費 (包括但不限於繳交年費、財務費用、逾期費用及現金透支手續費等)；
 - l) 準現金交易，包括：
 - IX. 賭博或博弈交易；
 - X. 於非金融機構的交易 (包括 (但不限於) 購買外幣匯票和旅遊支票)；
 - XI. 於金融機構的交易 (包括向銀行和 / 或證券 / 投資交易平台購買產品、服務和商品)；
 - XII. 電匯；
 - XIII. 支付租金；
 - XIV. 購買房產；
 - XV. 購買加密貨幣；及
 - XVI. 分期付款；
 - m) 未誌賬 / 取消 / 退回 / 未經授權 / 退款之交易；及
 - n) 流動轉賬及增值交易 (包括但不限於 PayMe、TNG 等)。
11. 現金回贈不可兌換現金、積分或其他產品、禮品、服務或折扣及不可作退款或轉讓予他人或其他賬戶。
12. 合資格客戶必須保留有關之合資格簽賬交易紀錄。如有任何爭議，本行保留要求相關合資格客戶提供有關合資格簽賬的紀錄或其他文件或證據的權利，以作核實。已遞交之紀錄或文件 (不論正本或副本) 將不獲發還。本行保留對任何交易是否合資格簽賬之最終決定權。

外幣兌換 0 差價優惠條款及細則

1. 外幣兌換 0 差價優惠 (「優惠」) 只適用於 (i) 於 2024 年 7 月 1 日至 2024 年 12 月 31 日 (包括首尾兩天) 期間並未透過本行進行任何外幣兌換交易及於 2025 年 1 月 1 日至 2025 年 3 月 31 日 (包括首尾兩天) 期間成功申請大新多貨幣 Mastercard® 扣賬卡之客戶或 (ii) 於 2024 年 10 月 1 日至 2025 年 3 月 31 日 (包括首尾兩天) 期間並未透過本行進行任何外幣兌換交易及於 2025 年 4 月 1 日至 2025 年 6 月 30 日 (包括首尾兩天) 期間成功申請大新多貨幣 Mastercard® 扣賬卡之客戶 (統稱為「外幣兌換合資格客戶」)

	未透過本行於以下期間進行任何外幣兌換交易 (包括首尾兩日)	於以下期間成功申請大新多貨幣 Mastercard® 扣賬卡 (包括 首尾兩日)
(i)	2024 年 7 月 1 日至 2024 年 12 月 31 日	2025 年 1 月 1 日至 2025 年 3 月 31 日
(ii)	2024 年 10 月 1 日至 2025 年 3 月 31 日	2025 年 4 月 1 日至 2025 年 6 月 30 日

2. 優惠理財外幣兌換合資格客戶於優惠期 (定義見下文) 內經本行成功進行之首筆指定外幣 (定義見本條款及細則第 4 條) 兌換交易而金額達 25,000 港元或以上 (或其等值) (「優惠理財合資格外幣兌換交易」)，可享本優惠。每位優惠理財外幣兌換合資格客戶可享本優惠之優惠理財合資格外幣兌換交易金額上限為 50,000 港元 (或其等值)。「優惠期」指 2025 年 1 月 1 日至 2025 年 4 月 30 日 (包括首尾兩天) (適用於(i))

之條件) 或 2025 年 4 月 1 日至 2025 年 7 月 31 日 (包括首尾兩天) (適用於(ii)之條件)。

3. VIP 銀行服務外幣兌換合資格客戶於優惠期內經本行成功進行之首筆指定外幣兌換交易而金額達 50,000 港元或以上 (或其等值) (「VIP 銀行服務合資格外幣兌換交易」), 可享本優惠。每位 VIP 銀行服務外幣兌換合資格客戶可享本優惠之 VIP 銀行服務合資格外幣兌換交易金額上限為 100,000 港元 (或其等值)。
4. 「指定外幣」指澳元、加元、歐羅、英鎊、日圓、紐元、人民幣及美元。
5. 如外幣兌換合資格客戶於優惠期內成功進行多於一筆優易理財合資格外幣兌換交易或 VIP 銀行服務合資格外幣兌換交易 (按情況適用, 統稱為「合資格外幣兌換交易」), 本優惠只適用於其在優惠期內成功進行之首筆合資格外幣兌換交易, 交易次序將按本行紀錄之執行日期及時間為準。
6. 本優惠只適用於以港幣兌換指定外幣及以指定外幣兌換港幣之交易, 並不適用於指定外幣之間的兌換、現鈔兌換及於本行美股證券交易 App 進行之外幣兌換。
7. 如合資格外幣兌換交易之兌換貨幣為非港幣, 該交易金額將根據本行當時所決定之有關外幣兌換率換算成港幣, 以計算本優惠之合資格外幣兌換交易金額。
8. 外幣兌換交易的差價將按本行就每筆合資格外幣兌換交易所收取之一般交易利潤計算, 有關差價將於成功進行交易時即時收取, 並將於 **2025 年 9 月 30 日或之前** 以現金回贈方式回贈予外幣兌換合資格客戶 (「回贈」)。任何外幣兌換交易的差價將因應不同的交易時間、不同的交易及 / 或不同的客戶而有所差異, 亦會取決於多項因素, 包括但不限於市場情況、交易規模及 / 或複雜性、或其他商業因素。如有任何爭議, 本行之決定乃為最終及具約束力。
9. 每位外幣兌換合資格客戶及其單名及 / 或聯名戶口於優惠期內只可享本優惠乙次。就有關聯名戶口而言, 只有基本戶口有人才可享本優惠乙次。經聯名戶口進行之合資格外幣兌換交易將被視為該聯名戶口的基本戶口持有人進行的合資格外幣兌換交易。基本戶口持有人指由外幣兌換合資格客戶簽署的相關合資格銀行服務申請書或開戶 / 服務申請書上所述的「申請人」。
10. 本行將於 **2025 年 9 月 30 日或之前** 將有關回贈以兌換貨幣存入符合獲享回贈指定要求的外幣兌換合資格客戶於本行開立之 VIP i-Account 綜合理財戶口或優易綜合理財戶口 (統稱為「合資格綜合理財戶口」) 內。每位外幣兌換合資格客戶須於本行存入有關回贈時仍然持有有效之大新多貨幣 Mastercard® 扣賬卡及合資格綜合理財戶口並須為存入有關回贈之合資格綜合理財戶口之戶口持有人, 方可獲享本優惠。
11. 除特別註明外, 本優惠不能與本行有關外幣兌換服務之其他優惠同時享用。若外幣兌換合資格客戶同時獲享其他推廣優惠, 本行保留批准外幣兌換合資格客戶之全部或部分優惠之權利。

風險披露聲明

外匯買賣 – 外匯買賣涉及風險。外幣投資受匯率波動而產生獲利及虧損風險。客戶如將外幣兌換為港幣或其他外幣時, 可能受外幣匯率變動而蒙受虧損。投資者作出任何投資決定前, 敬請細閱及明白該等投資的所有發售文件, 包括但不限於其所列載的風險披露聲明及風險警告。

貨幣風險（人民幣） – 人民幣兌換為港幣或其他外幣受匯率波動影響。客戶於兌換人民幣至港幣或其他外幣時，將可能因人民幣匯率的變動而出現利潤或虧損。人民幣目前受中國政府外匯管制，其匯率或較容易因政府政策改變而被影響。

除非情況另有所指，否則本文件並不構成對任何人士提出進行任何外匯交易的招攬、邀請或建議，亦不構成對未來任何外匯價格變動的任何預測。

本文件未經證券及期貨事務監察委員會或香港任何監管機構審閱。

本文提及的服務 / 產品並不是以歐洲聯盟的人士為目標。

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)

1. Definitions

(a) "Account Information" means any information relating to the Bank Account / Card Account including, without limitation, the relevant account number, account balance or value, gross receipts, and withdrawals and payments to or from the relevant account. (b) "Applicable Laws and Regulations" means obligations of the Bank to comply with: (i) any applicable local or foreign law, ordinance, regulation, rules, demand, request, guidance, guidelines, and codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the Bank (or any Bank Group Company) and any Authority. (c) "ATM" means an automated teller machine in operation in the Network. (d) "Authority" means any national, state, or local government and any political subdivisions thereof, any agency, authority, instrumentality (whether judicial or administrative), regulatory or self-regulatory organization, law enforcement body, court, central bank, or tax or revenue authority in any jurisdiction whether within or outside Hong Kong. (e) "Bank" means Dah Sing Bank, Limited the card issuer and includes its successors and assigns. (f) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank for effecting Banking Transaction. (g) "Banking Transaction" means a transaction effected through a Bank Account by the use of the Card and, (if applicable) the PIN and / or the OTP. (h) "Card" means, a Credit Card, a Dual Currency Credit Card, an Internet Credit Card, an Affiliate Card, a Debit Card or any other card (howsoever described) including Visa Card, Mastercard and UnionPay Card, whether Principal Card or Supplementary Card, 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. (i) "Card Account" means the account opened and maintained by the Bank in connection with the use of the Card (including an account comprised in the Card). (j) "Card Transaction" means the supply of goods or services paid for by the use of the Card and, (if applicable) the PIN and / or the OTP. (k) "Cardholder" means both the Principal Cardholder and Supplementary Cardholder. (l) "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. (m) "Dual Currency Credit Card" means a Credit Card with two Card Accounts comprising a Hong Kong Dollar account and a RMB account. (n) "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. (o) "Mainland China" means any part of PRC, other than Hong Kong, Macau and Taiwan. (p) "Mobile Device" means the mobile phone or mobile device or personal computer which may receive the OTP. (q) "Network" means the geographical locations designated by the Bank for Cardholder to access the ATM or to effect banking or Card Transactions. (r) "OTP" refers to and includes the one-time password sent to the mobile phone number registered by the Cardholder with the Bank via Short Message Service (SMS) or sent to the email account registered by the Cardholder with the Bank via email for the purpose of transaction authentication and if applicable, the one-time password generated by the soft token provided by the Bank for the purpose of transaction authentication. (s) "PRC" means the People's Republic of China. (t) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever. (u) "Personal Information" means the Cardholder's full name, Hong Kong Identity Card / passport number, date and place of birth, residential and mailing address, contact information (including telephone number), any taxpayer identification number, social security number, citizenship(s), residency(ies), tax residency(ies), and such information as the Bank may reasonably require regarding the Cardholder. (v) "Principal Card" means a Card issued to a Principal Cardholder. (w) "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. (x) "PIN" refers to and includes the personal identification number issued to a Cardholder required to, inter alia, access a terminal / ATMs, which may be changed by the Cardholder or re-issued to the Cardholder from time to time and if applicable (or feasible in the context), the biometric passwords that use unique physical or behavioural characteristics to verify the identity of an individual (e.g. fingerprints, facial features, voice recognition and iris scans as opposed to letters, numbers and special characters) which could be used by the Cardholder to gain access to his / her Mobile Device and / or initiate a Transaction through his / her Mobile Device. (y) "RMB" means Renminbi, the lawful currency of PRC. (z) "RMB Card" means either a Credit Card or Debit Card using RMB as means of denomination and payment and for use in Mainland China. (aa) "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. (bb) "Supplementary Card" means a Card from time to time issued by the Bank to a Supplementary Cardholder at the joint requests of the Supplementary Cardholder and the Principal Cardholder. (cc) "Supplementary Cardholder" means a person to whom a Card is issued at the joint requests of the Principal Cardholder and that person. (dd) "Tax Information" in respect of the Cardholder means: (i) any documentation or information (and accompanying statements, waivers, and consents as the Bank may from time to time require or as the Cardholder may from time to time give) relating, directly or indirectly, to the tax status of the Cardholder; (ii) Personal Information of the Cardholder; and (iii) Account Information. (ee) "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 contactless Transaction", "Visa payWave Transaction" or "UnionPay QuickPass Transaction". (ff) "Mastercard contactless Transaction", "Visa payWave Transaction" or "UnionPay QuickPass Transaction" means any acquisition of goods or services, including cash advance, cash withdrawal or 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 contactless", "Visa payWave" or "UnionPay QuickPass". (gg) 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.

2. 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).

3. Security Measures to be taken by Cardholder

(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, the PIN, the OTP and the Mobile Device and keep the Card and the Mobile Device safely under his personal control and the PIN and the OTP secure and confidential to prevent fraud. In particular: (i) Transaction instructions must be given in such a way that no confidential information is disclosed to any third party. The Bank shall not be liable in any way for any disclosure (whether or not authorized or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction except in case of wilful default or negligence on the part of the Bank. (ii) The Cardholder shall under no circumstances disclose the PIN and / or the OTP to any person, or allow the Card, the Mobile Device, the PIN and / or the OTP to be used by any other person. (iii) The Cardholder shall destroy the original printed copy of the PIN. (iv) The Cardholder shall in

no circumstances write down the PIN and / or the OTP on the Card or on anything usually kept with or near the Card. (v) The PIN and the OTP shall always be disguised if written down or recorded in any form.

4. Use of the Card

(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). 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) The Card may be used:- (i) within the credit limit notified by the Bank to the Cardholder from time to time (for Dual Currency Credit Card, the credit limit is shared among all the accounts comprised in it, and for the purpose of determining whether the credit limit is exceeded, the rates of exchange determined by the Bank shall apply) and in case of Debit Card, within 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, and to approve any Transaction which may cause the credit limit to be exceeded. The Cardholder shall be fully liable for all Transactions effected through use of the Card whether or not the credit limit (if applicable) has been exceeded. The credit limit may be cancelled at any time by the Bank without condition or prior notice. Notwithstanding that the Transaction may not result in the credit limit notified by the Bank being exceeded, the Bank may at any time with or without notice, and without giving any reason or liability on the part of the Bank, refuse to approve any Transaction(s) or to act on any relevant instructions (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise). (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 damages his Card or requires renewal, replacement or additional Cards 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 approve any Transaction(s) or to act on any relevant instructions which it reasonably believes or suspects to be illegal or for unlawful purposes. (g) Cash advance may be effected over bank counters 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.** (h) For Dual Currency Credit Card, any Transactions in RMB will be posted to the RMB account, and any Transactions in Hong Kong Dollars or other foreign currency (other than RMB) will be posted to the Hong Kong Dollar account. Notwithstanding the aforesaid, due to the settlement arrangement, some Transactions in RMB may be posted to the Hong Kong Dollar account if the Transaction is processed by the merchant or financial institution in Hong Kong Dollar.

5. 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.

6. 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 unless there has been no Transaction and no outstanding balance on the Card Account since the last Statement, or 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 (in relation to Dual Currency Credit Card, in Hong Kong dollars for the Hong Kong Dollar account and in RMB for the RMB account); (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 or processed in a currency other than the currency of the Card Account comprised in the Card) the Hong Kong 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. (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 he does not require the Statement to be sent to him, the Statement may, at the discretion of the Bank, not 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 website 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.

7. 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 Card", the minimum payment due shall be inclusive of (i) all interests incurred; (ii) all applicable fees and charges (including but not limited to annual service charge); (iii) all outstanding minimum payments; and (iv) an amount of repayment calculated at one percent of the entire outstanding balance as at the date of Statement. For "Dual Currency Credit Card", there are separate minimum payments for the RMB account and the Hong Kong Dollar account. (b) The Cardholder may pay any amount in excess of the minimum payment due. Unless the Cardholder pays the full amount of the outstanding balance, 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 later than the payment due date 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 relevant Card 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 payments due as stated in the Statement in respect of a Card Account (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 amounts of the Statement balance in the relevant Card Account (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 in respect of the relevant Card Account (other than credit card advance the finance charge of which is calculated from date of cash advance) from date of the respective transaction dates 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) calculated on a daily basis, provided that if there is any delinquent records during a specified period, the finance charge will be of 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 (subject to a minimum and maximum sum as announced by the Bank) or at such amount as may be determined and announced by the Bank from time to time will be levied on the full amount of the relevant minimum payment due 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 terminals operated or designated by the Bank and for RMB Card subject to the provisions 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 year on a date stipulated by the Bank. (G) Return Cheque / Reject Autopay Charge. A handling 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 (or in the case of RMB Card or the RMB account of a Dual Currency Credit Card, other than RMB), such a payment shall be converted into Hong Kong Dollars (or, as the case may be, RMB) at the Bank's discretion and at a rate of exchange determined by Visa International, MasterCard International and / or China UnionPay and for a fee as announced by the Bank, Visa International, MasterCard International and / or China UnionPay. Any such fees and charges shall be debited into the Card Account.

8. 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) For Credit Card, payment received in excess of the minimum payment due shall be applied first towards interest or finance charges; and secondly towards other fees and costs, legal or otherwise; and thirdly towards repayment of cash advance or cash withdrawal (as the case may be), and fourthly towards reimbursement of the costs of Transactions (collectively, "Settlement Costs"). The Cardholder acknowledges that the Card 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 Settlement Costs shall be kept to a minimum. If there is credit balance in the Card Account after settling the Settlement Costs ("Credit Balance"), the Bank has the sole discretion to return all (but not part of) the Credit Balance to the Cardholder in the following ways without prior notice or giving any reasons therefor: (i) where the Cardholder maintains depository account(s) with the Bank ("Existing Account(s)"), by depositing the Credit Balance into any of the Existing Account(s); (ii) where the Cardholder does not maintain any Existing Account(s), by sending a cheque or cashier order in favour of the Cardholder for the amount of the Credit Balance to the last known address of the Cardholder registered with the Bank; or (iii) by any other means as the Bank may deem appropriate. For Dual Currency Credit Card, debit balance in the Hong Kong Dollar account and RMB account shall be settled separately and in their respective currencies, and any excess payment to any one account will not be credited towards settlement of the outstanding balance of the other account. (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 envelopes. (d) Deposits by the use of the Card or any ATM whether by cheque or by cash will only be credited after verification and collection. (e) If 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 Cardholder's request). (f) The Cardholder shall directly settle disputes between merchants and the Cardholder for goods and services acquired and the Bank shall not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour the Card. (g) In addition to any right of set-off or other general lien or similar right to which the Bank may be entitled in law, the Cardholder hereby agrees that the Bank shall have the right and is authorized to the fullest extent permitted by law, at any time and from time to time hereafter and, without prior notice to the Cardholder, to set-off and / or initiate transfers of and apply all or any of the credit balances (whether or not matured or due and payable or subject to any notice or not, and including property in the possession or control of the Bank) of the accounts (whether or not in Hong Kong or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Cardholder or jointly with another person, in or towards discharging the Cardholder's liabilities to the Bank. Insofar as any of the sums may only be due to the Bank contingently or in future, the liability of the Bank or any Bank Group Company to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. The Bank's right under this 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 then prevailing spot rate of exchange of the Bank as absolutely determined by the Bank (the details of which will be provided to the Cardholder upon request). For the purpose of this Agreement, the expression "Bank Group Company" means the holding company of the Bank, any subsidiary of the Bank or its holding company, and the branches, affiliates, or associated or related companies of the Bank. For the avoidance of doubt, the Bank may set off the debit balance in the 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 (including increase in credit limit); 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 merchants making the refund. (j) The Cardholder's payment or deposit shall only be deemed to have been 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 the currency of the relevant Card Account, such a payment shall be converted into the currency of the relevant Card Account at the Bank's discretion and at a rate of exchange determined by the Bank 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.

9. (For RMB Cards and the RMB account of Dual Currency Credit Cards only) Credit Balance and Cash Advance

(A) (a) Without prejudice to the rights of the Bank under Clause 8(b) of this Agreement, if there is any Credit Balance, 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 either in Hong Kong dollars or RMB and at such 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. (C) The Cardholder shall observe all laws and regulations from time to time in force in Mainland China in relation to the use of the Cards in Mainland China.

10. 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), the Mobile Device and / or the PIN or disclosure of the PIN, the OTP and / or any Card information 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 of the Card, the Mobile Device and / or the PIN or unauthorized disclosure of the PIN, the OTP and / or any Card information as soon as reasonably practicable after he is aware of any of the said loss, or unauthorized disclosure and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Card and the Mobile Device and the secrecy of the PIN, the OTP and Card information and keep the PIN and the OTP separately from the Card) the maximum liability of the Cardholder shall not exceed HKD500.** (c) The limit of liability is confined to losses specifically related to the Credit Card and Debit Card and in circumstances described above and does not cover cash advance, or cases involving fraud or negligence or when the Cardholder has failed to inform the Bank as soon as reasonably practicable after having found that the Card, the Mobile Device and / or the PIN (as the case may be) has been lost or stolen or that there has been an unauthorized disclosure of the PIN, the OTP and / or any Card information when the Cardholder is liable for all losses.

11. 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 (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this Agreement, the Bank shall give notice to the Cardholder, which shall be not less than 60 days before the change takes effect). For other amendments relating to an increase in the Bank's fee or charges and / or affecting the liabilities and obligations of the Cardholder, the Bank shall give at least 30 days' prior notice to the Cardholder unless it is not practicable for the Bank to do so. In such other cases, reasonable notice shall be given. (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) The Bank may give notice of amendment or addition in a Statement, which 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, or by email or SMS message, or by display at its branches, website, press advertisement or otherwise, stipulating a date on which such amendment or addition shall take effect.

12. 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 legal fee of a reasonable amount and reasonably 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) (including any amounts paid to the Authority by the Bank with its own funds which should have been, but was not, a Collected Amount as defined in Clause 14(C) of this Agreement). (B) Termination (a) Use of the Card (including the Card Account) 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 (including the Card Account) and any services thereby offered or disapprove any Transaction (including Banking Transaction) without giving any prior notice or reason (whether for the purpose of complying with the Applicable Laws and Regulations or otherwise) and the Bank shall not be liable for any loss or damage of whatsoever nature which the Cardholder may suffer directly or indirectly as a result of such termination or disapproval unless caused by the Bank's negligence or willful 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 arising out of the Transactions effected by him. (d) Use of Dual Currency Credit Card shall be terminated upon termination of either the Hong Kong Dollar account or RMB account comprised in it. (e) Upon termination for whatever reason, the provisions of Clause 12A(i) and (ii) shall apply.

13. Exclusion of Liability

13.1. The Bank and / or any Bank Group Company 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 honour or accept a Card; (c) the malfunction of any computer terminal or contactless payment application device; (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 herein; (h) the Bank doing any act or taking any actions pursuant to Clause 14 of this Agreement; (i) the wilful default or negligence of the Cardholder; (j) the Cardholder's use of the OTP online transaction authentication process provided by the Bank; and / or (k) any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card. **13.2.** Nothing in Clause 13.1 of this Agreement shall exempt the Bank or any Bank Group Company (as the case may be) from liabilities where there is wilful default or negligence on the part of the Bank or where such exclusion is prohibited by the laws of Hong Kong.

14. Disclosure and Use of Information

(A) Provision of Information

- (a) The Cardholder shall provide the Bank with his Personal Information in such form and within such time as the Bank may require from time to time for the Bank and any Bank Group Company to comply with the Applicable Laws and Regulations.
- (b) Where there is a change or addition to the Customer's Personal Information, the Cardholder shall update the Bank of the change or addition promptly (and in any event no later than 30 days from the date of the change or addition).
- (c) The Cardholder shall complete and sign such documents and do such things in relation to his obligation under Clause 14(A)(a)-(c) of this Agreement as the Bank may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.

(B) Disclosure of Information

The Customer agrees that any Bank Group Company (including the Bank) and any third party wherever situated selected by the Bank or any Bank Group Company to provide services to it ("Third Party Service Providers") may at any time (whether within or outside Hong Kong and whether before or after the termination of this Agreement) use, retain and disclose his Tax Information, to any Authority (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place) for the purpose of ensuring compliance with the Applicable Laws and Regulations on the part of the Bank or any Bank Group Company. For the avoidance of doubt, the Cardholder waives any applicable restrictions which would otherwise hinder the ability of the Bank or any Bank Group Company or Third Party Service Providers to use, retain and disclose the Tax Information in the aforesaid manner.

(C) Failure to Provide Information

Notwithstanding any other provisions of this Agreement, the Cardholder agrees that:-

- (i) where the Cardholder fails to comply with his obligations under Clause 14(A) - 14(B) of this Agreement;
- (ii) where the Personal Information of the Cardholder is inaccurate, incomplete, or not promptly updated; or
- (iii) for whatever reason, the Bank or any Bank Group Company is prevented (under the laws of Hong Kong or otherwise) from disclosing the Tax Information of the Cardholder to the Authority as required by the Applicable Laws and Regulations, the Bank may at any time take one or more of the following actions as the Bank in its sole and absolute discretion deems necessary to ensure compliance with the Applicable Laws and Regulations on the part of the Bank and any Bank Group Company:

- (1) deduct from or withhold part of any amounts for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount which is required to be so deducted or withheld to comply with the Applicable Laws and Regulations ("Collected Amount") from any payments payable to the Cardholder under or from the Bank Account / Card Account and pay such Collected Amount to the Authority or hold such Collected Amount in escrow as permitted by the Applicable Laws and Regulations with no obligation in any case to gross-up or reimburse the Cardholder with respect to such amounts or payments;
- (2) amount or freeze the Bank Account / Card Account, transfer all or part of the Bank's rights, benefits, and liabilities under such accounts or any amounts therein to any Bank Group Company, and / or terminate such accounts and discontinue the relationship with the Cardholder entirely or in part by giving notice to the Cardholder;
- (3) provide (whether before or after termination of the Bank Account / Card Account) the Tax Information relating to the Cardholder to such Authority as required to ensure compliance with the Applicable Laws and Regulations on the part of the Bank and any Bank Group Company (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place); and
- (4) take any actions necessary or useful to the Bank in exercising any rights of the Bank under this Clause 14(C) of this Agreement.

(D) 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. Without prejudice and in addition to Clause 14(B) of this Agreement, 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.

(E) Without prejudice and in addition to Clause 14(B) of this Agreement, 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.

(F) The Cardholder will obtain the prior consent of his referees before giving their names and other personal data to the Bank.

15. 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).

16. 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.

17. Cheque Facilities (only applicable to Debit Card)

(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 of any signed cheque, blank cheque or cheque book.** No blank cheque should be given to 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 by the Bank, such as cheque number, amount, payee and date of issue. **The Bank may 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.

18. Insurance Policy (only applicable to Credit Card (only applicable to Credit Card (UnionPay Credit Card (including but not limited to Dual Currency Credit Card and RMB Card) excluded))

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 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 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 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, 510 King's Road, North Point, 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 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 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.

19. 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 would 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. (i)

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 Reward awarded and irrespective of whether the Card is that of the Principal or Supplementary 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 or grant extra Cash Reward as announced from time to time on retail purchase transactions on specified dates and in the case of Platinum MasterCard, the alternative of spendings at selected merchant outlets (where a special ratio 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.

20. 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 unauthorized 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. (c) Any information given by the System is 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 such warranties to be implied with respect to the information given or services furnished by or in connection with the use of the System. **In the absence of negligence, the Bank shall not under any circumstances be liable or responsible in contract, tort or otherwise for any direct, indirect or consequential loss or damage (whether foreseeable or not) of whatever nature or extent arising out of or in connection with any act, omission, error (except in case of negligence or wilful default) of the Bank in connection with the use by the Cardholder of the System including, but not limited to, the Bank acting upon any fraudulent and / or unauthorized Instructions, any failure, delay or default on the part of the Bank due wholly or in part to defects, delays, malfunction, interruptions, failures 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.** (e) 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 and expenses 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. (f) 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.

21. 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) If at any time, any of these terms and conditions is or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability 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.

22. 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) **Without prejudice and in addition to the Cardholder's obligation under Clause 14(A) of this Agreement, 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 designated service providers 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) if 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.

23. Specific Terms for e-Cheque Services

A. e-Cheques Services provisions - applicability and definitions

(a) The aforesaid provisions ("Existing Terms") which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques

and the e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in these Specific Terms for e-Cheque Services. The provisions herein prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Services.

- (b) For the purpose of the e-Cheques Services, the following terms have the following meanings:
- "Bills of Exchange Ordinance"** means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
- "Clearing House"** means Hong Kong Interbank Clearing Limited and its successors and assigns.
- "Deposit Channel"** means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.
- "e-certificate"** means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.
- "e-Cheque"** means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.
- "e-Cheque Drop Box"** or **"e-Cheque Drop Box Service"** means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
- "e-Cheque Drop Box Account"** means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
- "e-Cheque Drop Box Terms"** means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.
- "e-Cheques Issuance Services"** and **"e-Cheques Deposit Services"** mean the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and **"e-Cheques Services"** means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.
- "Industry Rules and Procedures"** means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.
- "Payee Bank"** means the bank at which a Payee Bank Account is held.
- "Payee Bank Account"** means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.
- "Payer Bank"** means the bank which digitally signed an e-Cheque created by its customer.
- "Customer"** means each customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.

B. Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services (whether in whole or in part) at the Bank's discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue e-Cheques and / or deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 3 below.
- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and / or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 4 below.
- (d) The Bank may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include (but without limitation) the following (or any of them) by giving prior notice to the Customer:
- (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
 - (iii) any fees and charges payable by the Customer for the e-Cheques Services.

C. e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque
- (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the Bank's respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
 - (iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer's behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.
- (b) e-certificate
- i. The Customer's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
 - ii. The Customer's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.
 - iii. If the Customer chooses to produce the Customer's digital signatures by a general purpose e-certificate, the Customer is required

- to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 3(b)(i) above.
- iv. The Bank may provide services relating to the specific usage e-certificate at the Bank's discretion. The Bank's services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer chooses to produce the Customer's digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:
 - (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and / or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on the Customer's behalf as instructed by the Customer from time to time; and
 - (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
 - v. In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
 - vi. An e-certificate is issued by the relevant certification authority. The Bank is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing the Customer's obligations under those terms and conditions.
- (c) Sending e-Cheques to payees
- i. Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for the Customer's delivery to the payee. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
 - ii. The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:
 1. before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
 2. using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
 3. providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
 - iii. The e-Cheque file will be regarded as having been delivered to the payee upon the Bank's sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Customer shall be obliged to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.
- (d) Waiver of presentment requirements
- Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 3(a)(i) above and Clauses 5(a) and 5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.
- D. e-Cheques Deposit Services
- a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
 - b) e-Cheque Drop Box Service
 - i. The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - ii. In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
 - iii. Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
 - iv. The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
 - c) The Bank's Deposit Channels
- The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.
- E. Handling of e-Cheques, associated risks and the Bank's liabilities
- (a) Handling of e-Cheques
- The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing,

presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

- i. pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- ii. collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Restriction of the Bank's liability Without reducing the effect of the provisions of the Existing Terms:

- i. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- ii. in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 1. use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 2. the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Services, including the Customer's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
 3. presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 4. any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- iii. in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) The Customer's confirmation and indemnity

- i. The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.
- ii. Without reducing the effect of any indemnity given by the Customer under the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.
- iii. The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
- iv. The above indemnity shall continue to have effect

Terms and Conditions for Debit Card

[Addendum to the Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)]

This Addendum applies to the provision of Debit Cards by Dah Sing Bank, Limited (the "**Bank**"), including without limitation, Dah Sing Multi-Currency Mastercard® Debit Card. This Addendum amends, supplements, is incorporated into and forms part of '*DAH SING CREDIT / DEBIT CARD CARDHOLDER AGREEMENT ("CARDHOLDER AGREEMENT") (including RMB Cards)*', as the same may be amended, supplemented and reinstated from time to time (the "**Cardholder Agreement**"). The provisions of the Cardholder Agreement shall apply to the Debit Card and related services (the "**Debit Card Services**") to the extent that they are relevant and not inconsistent with the provisions of this Addendum. In particular, this Addendum should be read in conjunction with the Cardholder Agreement.

References to "**Addendum**" shall refer to this Addendum, as may be amended and supplemented from time to time, and include each of its Annexures (if any). Unless otherwise defined herein, all capitalized terms herein shall have the same meanings as ascribed to them in the Cardholder Agreement.

IMPORTANT: Before you use your Debit Card, please read the Terms and Conditions, the Master T&C, and any other terms and conditions of the Bank applicable to the Debit Card carefully. By using (including without limitation activating) your Debit Card, you will be deemed to have accepted all the aforesaid terms and conditions (as may be amended and supplemented from time to time) and will be bound by them.

Definitions

"**ATM Card**" means an ATM card issued by the Bank, within the meaning under the Specific Terms for ATM Card Service of the Bank, as may be amended and supplemented from time to time.

"**Auto FX T&C**" means the Terms and Conditions for Auto FX of the Bank, as may be amended and supplemented from time to time.

"**Master T&C**" means the Master Terms and Conditions / Master Terms and Conditions for VIP Banking of the Bank (including the Specific Terms in the Schedules thereto), as may be amended and supplemented from time to time.

"**Terms and Conditions**" includes these terms and conditions (including the Annexure(s) attached with this Addendum (if any)), the Cardholder Agreement, the terms and conditions concerning the Debit Card provided in the application form(s) concerning the Debit Card and the Auto FX T&C (if applicable), each of which as may be amended and supplemented from time to time.

"**we**", "**us**" or "**our**" means the Bank and its successors and assigns.

"**you**" or "**your**" means a Principal Cardholder or a Supplementary Cardholder of the Debit Card.

Applicability of this Addendum, etc.

1. In consideration of the Bank agreeing to provide you with your use of the Debit Card and the Debit Card Services and your operation of your applicable Card Account(s) / Bank Account(s) via the Debit Card, you agree that you shall be bound by (i) the Terms and Conditions (including without limitation, this Addendum), (ii) specifically in the case of Dah Sing Multi-Currency Mastercard® Debit Card, the Master T&C (in particular, the Specific Terms for ATM Card Service because Dah Sing Multi-Currency Mastercard® Debit Card is one of the Bank's ATM Cards) and (iii) other terms and conditions which govern your Debit Card from time to time in force, and you agree to be bound by the same upon your application made in writing or orally, by electronic means or by your signature on or use of the Debit Card (whether or not you have acknowledged receipt of the Debit Card). Where any conflict arises between the Cardholder Agreement (or the Auto FX T&C (as the case may be)) and the provisions of this Addendum, the provisions of this Addendum shall prevail in respect of the Debit Card Services and the activities and transactions conducted in connection therewith to the extent of any such conflict.

2. You may access your applicable Card Account(s) / Bank Account(s) with your Debit Card subject to the Terms and Conditions as well as other terms and conditions which govern your applicable Card Accounts / Bank Accounts and the applicable payment network or platform from time to time in force.
3. We may offer, vary, suspend, withdraw or cancel the Debit Card Services, the Debit Card and / or your use of the Debit Card at any time. We may also introduce, vary, restrict, suspend, withdraw or cancel all or any of the rights, benefits, services, facilities, rewards and privileges in connection with your Debit Card. Upon cancellation of the Debit Card, all sums due in respect of Debit Card transactions effected by the use of the Debit Card, PIN, OTP or Mobile Device shall become immediately payable without demand.

Security Measures to be taken by Cardholder

Supplementing Clause 3 of the Cardholder Agreement:-

4. You should take appropriate security measures including (without limitation) the following:-
 - (a) sign your Debit Card immediately upon receipt;
 - (b) take your Debit Card from the ATM or any point of sale terminal after use;
 - (c) make sure that your Debit Card is returned to you promptly after a transaction;
 - (d) at all times take reasonable care of your Debit Card, PIN, OTP and Mobile Device and keep your Debit Card and Mobile Device safely under your personal control and the PIN and OTP secure and confidential to prevent fraud;
 - (e) destroy the original printed copy of the PIN;
 - (f) DO NOT allow anyone else to use your Debit Card, PIN, OTP or Mobile Device;
 - (g) remember your PIN, and keep it and your OTP strictly confidential;
 - (h) never disclose your PIN and / or OTP to anyone else including but not limited to the Bank's staff; the Bank will not ask for any sensitive personal information (such as passwords) through phone calls, SMS or emails;
 - (i) change your PIN regularly;
 - (j) if your PIN is or may have been seen by any other person, change it promptly;
 - (k) DO NOT jot down or keep your PIN on or close to your Debit Card or handle it in any other way that may enable another person to use your Debit Card, PIN and / or Mobile Device; disguise any record of your PIN;
 - (l) DO NOT use obvious numbers for your PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information) but use other alphanumeric code (if available);
 - (m) DO NOT use the same PIN for other services or purposes (such as connecting to the Internet or accessing other websites);
 - (n) DO NOT transfer your Debit Card, PIN, OTP and / or Mobile Device;
 - (o) DO NOT authenticate the relevant transaction precipitately; be careful when using AutoFill function to input the OTP;
 - (p) verify the SMS information, e.g. merchant name, instruction of adding card to mobile payment service (if applicable), transaction amount, currency and credit card number last 4 digits, etc. before inputting the OTP;
 - (q) always fill in the 'Total' box on the sales slip and put currency sign before the numerals; DO NOT leave space for other writing;
 - (r) make sure only one sales slip is imprinted for each transaction;
 - (s) keep the cardholder copy of each sales slip and check it against your applicable Card Account(s) / Bank Account(s) statements or records;
 - (t) report to the Bank of any loss or theft of your Debit Card, PIN, OTP or Mobile Device or any suspected unauthorized transaction or use of your Debit Card, PIN, OTP or Mobile Device for any unauthorized purpose or disclosure of your PIN or OTP to any unauthorized person as soon as reasonably practicable in writing or by telephone; and
 - (u) count the banknotes immediately after each cash withdrawal made by the Debit Card; DO NOT take away any banknote at the cash dispenser

or any card at the card insertion slot left behind by someone else; let the banknote(s) or card return to the ATM automatically.

Use of the Card

Supplementing Clause 4 of the Cardholder Agreement:-

5. If you want to operate any of your applicable Card Account(s) / Bank Account(s) with your Debit Card by electronic or digital means, whether at an ATM, a point of sale terminal, by telephone or other designated electronic, digital or Mobile Device, you shall have to link that / those applicable Card Account(s) / Bank Account(s) to your Debit Card. We may specify any conditions and / or limits relating to the use of the Debit Card by such means. These conditions and / or limits may include (without limitation) the following (or any of them):-
 - (a) designating that / those applicable Card Account(s) / Bank Account(s) to be linked to your Debit Card, or specifying the type(s) and / or number(s) of that / those applicable Card Account(s) / Bank Account(s) that you may link to your Debit Card;
 - (b) designating the currency of any transaction; and/or
 - (c) limiting (including daily transaction, per-transaction and / or other limits) for cash withdrawals, transfers and / or payments effected by the Debit Card by such means.
6. Without limiting our rights, we may set daily transaction and / or per-transaction limits and / or specify the scope of the Debit Card Services available in or outside Hong Kong. If you want to use your Debit Card at an ATM or a point of sale terminal or on Mobile Device outside Hong Kong for cash withdrawals, payments and / or transfers, you are required to set your daily withdrawal, payment and / or transfer limits and corresponding activation period(s) in advance. You have to set the limit(s) and period(s) through one of the channels and in the manner (including whether the limit(s) apply(ies) individually or collectively) designated by us from time to time. The use of the Debit Card outside Hong Kong is subject to fees and charges (as we may reasonably prescribe from time to time) and the applicable law and regulations in the relevant overseas jurisdiction(s).
7. You are responsible even if:
 - (a) you do not sign a sales slip (including where a transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature) or the signature on the sales slip is different from the signature on your Debit Card; and / or
 - (b) the transaction is effected involuntarily.
8. The Principal Cardholder is responsible for:-
 - (a) all transactions effected by the use of each Debit Card, PIN, OTP and Mobile Device (including but not limited to all related fees and charges); and
 - (b) any failure to comply with the Terms and Conditions by the Cardholder.
9. You shall not, whether with or without your knowledge, use the Debit Card, PIN, OTP or Mobile Device to effect any transaction which can contravene the laws of any jurisdiction.
10. You agree that when the Debit Card, PIN, OTP or Mobile Device is used to effect, process or conduct any transaction, it is or shall be deemed to be used with your authority and knowledge whether or not you have actually authorised and / or have knowledge of the use of the Debit Card, PIN, OTP or Mobile Device and we shall debit against your relevant Card Account(s) / Bank Account(s) any such amount transacted or processed through the use of the Debit Card, PIN, OTP or Mobile Device. You shall accept our records of all transactions effected, processed or conducted through the use of the Debit Card, PIN, OTP or Mobile Device as correct and conclusive, save in the case of manifest error, and you agree to be bound by our records.

Sufficient Funds

Supplementing Clause 5 of the Cardholder Agreement:-

11. For local / overseas spending / withdrawal transactions in currencies other than, namely, Hong Kong Dollar, United States Dollar, Pound Sterling, Japanese Yen, Renminbi, Euro, Australian Dollar, New Zealand Dollar, Singapore Dollar, Canadian Dollar or Swiss Franc, we will convert the entire foreign currency transaction amount into Hong Kong Dollar for debit from your applicable Hong Kong Dollar Card Account(s) / Bank Account(s) according to a rate determined by us with reference to the exchange rate adopted by Mastercard on the date of conversion. The following is the risk disclosure regarding Foreign Currency Trading - Foreign currency trading involves risks. Foreign currency investments are subject to exchange rate fluctuation which may provide both opportunities and risks. The fluctuation in the exchange rate of foreign currency may result in losses in the event that you convert the foreign currency into Hong Kong Dollar or other foreign currencies. Before making investment decision, you should read and understand the offering documents of such products, including but not restricted to the risk disclosure statement and health warning.
12. Notwithstanding Clause 11, if you effect a transaction when there are insufficient funds in the related Card Account(s) / Bank Account(s) to process such transaction and there is / are cost, expenses, loss or damage incurred to or suffered by the Bank arising from or in relation to such transaction, you shall fully indemnify the Bank against any such cost, expenses, loss or damage, and the Bank shall have the right to settle the relevant cost, expenses, loss and / or damage by debiting any of your Card Account(s) / Bank Account(s) in such manner as the Bank considers appropriate.
13. When you make a transaction by using your Debit Card, the relevant transaction amount will be temporarily held until the actual transaction amount is deducted from your applicable Card Account(s) / Bank Account(s). Please note that the transaction amount temporarily held from your applicable Card Account(s) / Bank Account(s) will be rounded up to the nearest cent.

Charges

14. Supplementing Clause 7 of the Cardholder Agreement, we will give prior notice for any change in the level of fees and charges in connection with the use of your Debit Card and / or the Debit Card Services. We will debit the applicable fees and charges as we consider reasonable from any of your applicable Card Account(s) / Bank Account(s).

Loss and Theft

Supplementing Clause 10 of the Cardholder Agreement:-

15. Without reducing or limiting the effect of Clauses 10(a) and 10(b) of the Cardholder Agreement, please notify the Bank in writing of any errors, discrepancies, unauthorized debits or other transactions or entries on Card Account(s) / Bank Account(s) statements arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence, within 90 days after delivery; otherwise, the balance shown in such statements shall be final and conclusive and you shall be deemed to have agreed to waive your rights to raise objections or pursue any remedies against the Bank. Notwithstanding the aforesaid, in case of any errors, discrepancies or unauthorized purchase transactions related to your Debit Card, please refer to the Bank's Debit Card / ATM Card Chargeback Mechanism for details / necessary actions to be taken; for any enquiry about the aforesaid, please call our Customer Service Hotline 2828 8000, visit the Bank's website or visit any of our branches during business hours.
16. You shall remain liable for any unauthorized transaction if:-
- (a) you have knowingly (whether or not voluntarily) permitted any other person to use your Debit Card, PIN, OTP or Mobile Device; or
 - (b) you have acted fraudulently or with gross negligence in using or safeguarding your Debit Card, PIN, OTP or Mobile Device; your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Debit Card, PIN, OTP or Mobile Device can be treated as your gross negligence.

Breach and Termination

17. Supplementing Clause 12 of the Cardholder Agreement, your Debit Card may also be terminated (at the Bank's sole discretion) if your integrated account

and / or applicable Card Account(s) / Bank Account(s) is / are terminated.

Exclusions of Liability

Supplementing Clause 13 of the Cardholder Agreement:-

18. We are not liable to you or any other person for the following (or any of them):-

- (a) any delay or failure in providing any of the Debit Card Services or our equipment or other facilities to you to the extent that it is caused by or attributable to any circumstance beyond our reasonable control;
- (b) the availability or performance of any ATM, point of sale terminal or other device provided or operated by a merchant or any other person to enable the use of the Debit Card or any of its functions (including without limitation the contactless payment function); and
- (c) any consequential or indirect loss arising from or in connection with the use of your Debit Card, PIN, OTP or Mobile Device.

19. We are not responsible for any merchant's refusal to accept your Debit Card, PIN, OTP or Mobile Device. We are also not responsible for any goods or services supplied to you by any merchant. Your obligations to us under the Terms and Conditions are not affected and will not be relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute between you and a merchant. In particular, you and any merchant have to agree on the setting up, modification and / or termination of any autopay or direct debit arrangement to charge payments to your applicable Card Account(s) / Bank Account(s). We have the right not to act on any request to set up, modify or terminate such arrangement if there is any dispute between you and the merchant.

20. We shall be entitled to charge and debit your applicable Card Account(s) / Bank Account(s) in respect of all transactions effected by the use of your Debit Card, PIN, OTP or Mobile Device notwithstanding the non-delivery or non-performance of any merchant, any defect in the goods or services provided by any merchant, or the failure of any merchant to provide or make available to you any of the merchant's goods, services, benefits, discounts or programmes. You must seek redress in respect of such goods, services, benefits, discounts or programmes from the relevant merchant directly.

21. During the investigation of a disputed transaction between you and any merchant, we have the right to charge and debit your applicable Card Account(s) / Bank Account(s) for the transaction and refund the relevant amount to you after the investigation and if the related result supports your claim. We have the sole discretion whether or not to make refund pending the result of the investigation.

22. We have the right to convert the refund amount into another currency at the prevailing exchange rate determined by us and at the time as we consider appropriate. You shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.

Card Issue and Replacement

23. We have the right to decide on the card issue or replacement arrangement (as the case may be) if there is a change in your integrated account tier and will notify you of the card issue or replacement arrangement (as the case may be) in such case.

24. We may (but have no obligation to) issue a replacement Debit Card to you. If we issue a replacement Debit Card, we may charge a handling fee by debiting any of your applicable Card Account(s) / Bank Account(s). For the related service charges, please refer to our "Bank Service Charges" booklets or visit our website.

Joint Account

25. Where your applicable Card Account(s) / Bank Account(s) is / are in joint names, we may (at our sole discretion) issue the Debit Card to anyone who is authorised singly to operate your applicable Card Account(s) / Bank Account(s).

26. If you and any other person sign or agree to be bound by the Terms and Conditions:

- i. each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Debit Card, the Debit Card

Services and the Terms and Conditions; and

- ii. any notice from us to any one of such persons will be considered an effective notice to all such persons.

Debit Card Type

- 27. The type of the Debit Card issued to you will depend on your integrated account tier.

Miscellaneous

- 28. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Addendum.
- 29. This Addendum is governed by and will be construed according to Hong Kong laws. You agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 30. The English version of this Addendum prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Addendum is for reference only.

Debit Card "Cash Reward" ("Cash Reward") Campaign (only applicable to Debit Card)

- 31. We may offer the Cash Reward to transactions made by the Debit Card ("**Eligible Transactions**"). Eligible Transactions only include in-store spending transactions, contactless payments, designated mobile payment service transactions (including Apple Pay, Google Pay™ and Samsung pay) and online shopping transactions made through the Mastercard network by using the Debit Card and posted to applicable Card Account(s) / Bank Account(s).
- 32. We have the sole discretion to set, vary, suspend or withdraw any Cash Reward arrangement from time to time, including without limitation the following matters:
 - a) the rate of the Cash Reward (including without limitation the different rebate rates applicable to different types of the Debit Card, customer segments and transaction types);
 - b) the minimum and / or maximum amount(s) of the Cash Reward which may be earned by you;
 - c) the types of the transactions made by the Debit Card which are eligible for earning the Cash Reward;
 - d) the minimum and / or maximum limit(s) on the transaction amount for earning the Cash Reward;
 - e) how, when and in which currency the Cash Reward will be paid;
 - f) the channel through which a transaction must be effected in order to be eligible for earning the Cash Reward;
 - g) the circumstances under which any Cash Reward paid to you is to be subsequently reversed, cancelled or identified as ineligible and our right to deduct such Cash Reward from your applicable Card Account(s) / Bank Account(s); and
 - h) any other details relating to earning or paying the Cash Reward.
- 33. The Cash Reward for the Eligible Transactions posted to the applicable Card Account(s) / Bank Account(s) will be directly credited to the applicable Card Account(s) / Bank Account(s) within 3 months from the date of posting.
- 34. We have the right not to pay any Cash Reward and the right to debit from your applicable Card Account(s) / Bank Account(s) any Cash Reward paid to you if, in our reasonable opinion, there is fraud or abuse relating to the earning or using of the Cash Reward. Such fraud or abuse may include (but not be limited to) obtaining refund of the amount of a transaction by any means after earning the Cash Reward for that transaction.
- 35. We have the right to cancel or claw-back any unused Cash Reward upon expiry or termination of your Debit Card.
- 36. We have the right not to offer the Cash Reward if your applicable Card Account(s) / Bank Account(s) is / are restricted or conditions have been imposed for accessing such Card Account(s) / Bank Account(s).

37. We may refuse to provide the Cash Reward for ineligible Debit Card transactions, including but not limited to the following transactions :

- a) ATM-related transactions;
- b) Debit Card cash advances transactions;
- c) purchase transactions effected outside of Mastercard network;
- d) bank handling fees (including but not limited to annual fees, financial charges, late fees and cash advance handling fees, etc.);
- e) quasi-cash transactions, including:
 - i. casino, betting and gambling transactions;
 - ii. transactions at non-financial institutions (including (but not limited to) purchases of foreign currency, money orders and traveller's cheques);
 - iii. transactions at financial institutions (including purchases of products, services and merchandise from banks and / or securities / investment trading platforms);
 - iv. wire transfers;
 - v. rental payment;
 - vi. property purchases;
 - vii. purchases of cryptocurrencies;
 - viii. installment payment;
- f) unposted / cancelled / refunded / unauthorized / chargeback transactions; and
- g) mobile transfers and value-added transaction (including but not limited to PayMe and TNG, etc.).

38. We determine the eligibility of transactions based on merchant codes issued by the relevant card association from time to time. Since the codes are managed by the card association, we are not liable for their accuracy or categorization of transaction merchant types. Our decision on the eligibility of a transaction for the Cash Reward is final and conclusive.

39. We have the right to determine the currency in which the Cash Reward will be paid. We will try (but do not guarantee) to pay you the Cash Reward in the same currency as the one in which the transaction was settled, where feasible.

40. If we decide to pay the Cash Reward in a currency that is different from the currency that was used to settle the transaction, we will calculate the Cash Reward amount at the prevailing exchange rate determined by us with reference to the exchange rate set by the relevant card association (if available).

41. The Cash Reward amount will be rounded to the nearest cent.

42. You will not be entitled to the Cash Reward if you terminate your applicable Card Account(s) / Bank Account(s) and / or Debit Card before the Cash Reward is credited to the relevant Card Account(s) / Bank Account(s).

43. In case of fraud or abuse, or if you cancel or charge off the relevant transaction(s) after the Bank's posting of the Cash Reward, the Bank reserves the right to debit the amount equivalent to the value of the Cash Reward given to you from any of your Bank Account(s) without prior notice.

44. To enjoy the Cash Reward, your applicable Card Account(s) / Bank Account(s) linked with your Debit Card must be valid.

45. You are required to keep all relevant original sales slips. In case of any dispute, the Bank reserves the right to request you to submit the relevant original sales slips and / or other supporting documents for inspection. All sales slips and other supporting documents submitted to the Bank (whether original or copies) will not be returned.

Notice of Amendment of the Cardholder Agreement (applicable to Dah Sing Multi-Currency Mastercard Debit Card Cardholders)

You agree that the following provisions of the Cardholder Agreement shall be supplemented and / or amended as follows (the new content added to the existing provisions is indicated in *italics and underlined* while the deleted content is crossed out with strikethrough lines):-

46. Clause 1(f):-

"(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."

47. Clause 1(p):-

"(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."

48. Clause 4(a):-

"(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."

49. Clause 6(b):-

"(b) The Statement shall indicate in Hong Kong ~~₹~~ Dollars, ~~or~~ RMB for RMB Card (in relation to Dual Currency Credit Card, in Hong Kong ~~₹~~ 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 Multi-Currency 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 ~~₹~~ 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."**

50. Clause 18:-

"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))

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 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 Dah Sing Life Assurance Company Limited~~ at normal business hours and a copy of which is available for inspection at the office of ~~AXA China Region Dah Sing Life Assurance Company Limited~~ 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 17/F, Island Place Tower, 510 King's Road, North Point, 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 Dah Sing Life Assurance Company Limited (a company incorporated in ~~Bermuda~~ 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 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 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.

Major Terms and Conditions for Dah Sing Multi-Currency Mastercard Debit Card ("Debit Card")

Attention of Debit Card Cardholders ("you" or "your") is drawn to the following Major Terms and Conditions, which impose significant liabilities and obligations on Debit Card Cardholders. All capitalized terms used herein shall have the same meanings ascribed to them in the "DAH SING CREDIT / DEBIT CARD CARDHOLDER AGREEMENT ("CARDHOLDER AGREEMENT") (including RMB Cards)" and the "Terms and Conditions for Debit Card [Addendum to the Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)]", both of which may be amended, supplemented and reinstated from time to time.

1. Notwithstanding paragraph 2 below, if you report the loss or theft of the Debit Card, the Mobile Device and / or the PIN or unauthorized disclosure of the PIN, the OTP and / or any Debit Card information as soon as reasonably practicable after you are aware of any of the said loss, or unauthorized disclosure and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Debit Card and the Mobile Device and the secrecy of the PIN, the OTP and Debit Card information and keep the PIN and the OTP separately from the Debit Card) your maximum liability shall not exceed HKD500.
2. Without prejudice to paragraph 1 above, you are responsible:
 - (c) even if you do not sign a sales slip (including where a transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature);
 - (d) even if the signature on the sales slip is different from the signature on your Debit Card;
 - (e) even if the transaction is effected involuntarily;
 - (f) for all transactions effected by the use of your Debit Card, PIN, OTP and Mobile Device (including but not limited to all related fees and charges); and / or
 - (g) for any failure to comply with the relevant Terms and Conditions by the Debit Card Cardholder.
3. You shall remain liable for any unauthorized transaction if:-
 - (a) you have knowingly (whether or not voluntarily) permitted any other person to use your Debit Card, PIN, OTP or Mobile Device; or
 - (b) you have acted fraudulently or with gross negligence in using or safeguarding your Debit Card, PIN, OTP or Mobile Device; your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Debit Card, PIN, OTP or Mobile Device can be treated as your gross negligence.
4. If you effect a transaction when there are insufficient funds in the related Bank Account(s) to process such transaction and there is / are cost, expenses, loss or damage incurred to or suffered by the Bank arising from or in relation to such transaction, you shall fully indemnify the Bank against any such cost, expenses, loss or damage, and the Bank shall have the right to settle the relevant cost, expenses, loss and / or damage by debiting any of your Bank Account(s) in such manner as the Bank considers appropriate.
5. When you make a transaction by using your Debit Card, the relevant transaction amount will be temporarily held until the actual transaction amount is deducted from your applicable Card Account(s) / Bank Account(s). Please note that the transaction amount temporarily held from your applicable Card Account(s) / Bank Account(s) will be rounded up to the nearest cent.
6. You shall not, whether with or without your knowledge, use your Debit Card, PIN, OTP or Mobile Device to effect any transaction which can contravene the laws of any jurisdiction.
7. You agree that when your Debit Card, PIN, OTP or Mobile Device is used to effect, process or conduct any transaction, it is or shall be deemed to be used with your authority and knowledge whether or not you have actually authorised and / or have knowledge of the use of your Debit Card, PIN, OTP or Mobile Device and we shall debit against your relevant bank account(s) any such amount transacted or processed through the use of your Debit Card, PIN, OTP or Mobile Device.
8. The Bank will give prior notice for any change in the level of fees and charges in connection with your use of the Debit Card Services.
9. Please notify the Bank in writing of any errors, discrepancies, unauthorized debits or other transactions or entries on Bank Account(s) statements arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence, within 90 days after delivery; otherwise, the balance shown in such statements shall be final and conclusive and you shall be deemed to have agreed to waive your rights to raise objections or pursue any remedies against the Bank. Notwithstanding the aforesaid, in case of any errors, discrepancies or unauthorized purchase transactions related to your Debit Card, please refer to the Bank's Debit Card / ATM Card Chargeback Mechanism for details / necessary actions to be taken; for any enquiry about the aforesaid, please call our Customer Service Hotline 2828 8000, visit the Bank's website or visit any of our branches during business hours.
10. Where your applicable Bank Account(s) is / are in joint names, we may (at our sole discretion) issue the Debit Card to anyone who is authorised singly to operate your applicable Bank Account(s) subject to the following:-
 - (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Debit Card, the Debit Card Services and the Terms and Conditions; and
 - (b) any notice from us to any one of such persons will be considered an effective notice to all such persons.

You are nonetheless advised to read and understand the full terms and conditions concerning your Debit Card. A copy of the relevant terms and conditions is readily available to customers who may collect it from any branch of the Bank or download it by visiting the Bank's website.

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

Important Notes for Dah Sing Multi-Currency Mastercard® Debit Card

General Notes:

20. Your Dah Sing Multi-Currency Mastercard® Debit Card ("**Debit Card**") is linked to your applicable banking account(s) maintained with Dah Sing Bank, Limited ("**Bank**") and you can use the Debit Card to withdraw cash and / or perform purchase transactions wherever Mastercard is accepted.

21. Debit Card Daily Limits are as follows:

	Applicable to YOU Banking customers:	Applicable to VIP Banking customers:
Local ATM Cash Withdrawal Limit	HKD20,000 (or its equivalent)	HKD20,000 (or its equivalent)
Overseas ATM Cash Withdrawal Limit	HK20,000 (or its equivalent)	HKD20,000 (or its equivalent)
In-store Purchase Limit (Mastercard network)	HKD50,000 (or its equivalent)	HKD100,000 (or its equivalent)
Online Purchase Limit (Mastercard network)	HKD50,000 (or its equivalent)	HKD100,000 (or its equivalent)
In-store Purchase Limit (EPS network)	HKD20,000 (or its equivalent)	HKD20,000 (or its equivalent)

22. Major supported currencies of the Debit Card include HKD, USD, GBP, JPY, RMB, EUR, AUD, NZD, SGD, CAD and CHF.

23. If you withdraw cash in any of the major supported currencies using your Debit Card and select your Dah Sing Foreign Currency account for such withdrawal via the applicable ATM, the relevant foreign currency withdrawal amount will be directly deducted from such Foreign Currency account. If your auto FX function is activated and you withdraw cash in non-major foreign currency using your Debit Card and select your Dah Sing HKD account for such withdrawal via the applicable ATM, the relevant withdrawal amount will be converted directly into HKD and deducted from such HKD account.

24. (Applicable to Merchant Spending transactions performed by the Debit Card) The exchange rate applicable to each transaction in non-designated foreign currency includes (i) the exchange rate determined by Mastercard on the date on which the transaction is processed and the relevant transaction amount will be debited from your i-Account after conversion into Hong Kong dollars, and (ii) a transaction fee of 1.95% on the relevant transaction amount (transaction fee(s) charged by Mastercard to the Bank inclusive (if applicable)).

25. For the charges of the Debit Card services, please refer to our "Bank's Service Charges" booklets or visit our website.

26. Please take care of your Debit Card. Memorize your Personal Identification Number (PIN) (as defined in the applicable Cardholder Agreement) and do not disclose your PIN to anyone. If you lose your Debit Card, please report loss or theft immediately to the Police **AND** by calling 2828 8188, via Dah Sing Bank e-Banking or Mobile Banking app or to any branch of the Bank.

27. Where necessary, please activate the overseas ATM withdrawal function, in-store purchase limit and Auto FX function of your Debit Card via Dah Sing Bank e-Banking or Mobile Banking app before travelling abroad.

28. If you wish to terminate the autopay service of your Debit Card, please submit the autopay authorization cancellation request to the relevant merchant or in writing to the Bank.

29. Upon your application made in writing or orally, by electronic means or by your signature on or use of your Debit Card (whether or not you have acknowledged receipt of your Debit Card), you shall be deemed to have read, understood, agreed to and accepted these Important Notes and all the Bank's terms and conditions concerning your Debit Card from time to time in force and will be bound by them.

Security of the Debit Card

30. You are responsible to take reasonable steps to keep your Debit Card and all security details secret to prevent fraud. Without prejudice and in addition to the provisions of the applicable Cardholder Agreement and terms and conditions regarding the security of your Debit Card, PIN and Mobile Device (as defined in the applicable Cardholder Agreement), you shall also take the following security measures where reasonably practicable:

- sign your Debit Card immediately upon receipt;
- take your Debit Card from the ATM or any point of sale terminal after use;
- make sure that your Debit Card is returned to you promptly after a transaction;
- at all times take reasonable care of your Debit Card, PIN, OTP (as defined in the Cardholder Agreement) and Mobile Device and keep your Debit Card and Mobile Device safely under your personal control and the PIN and OTP secure and confidential to prevent fraud;
- destroy the original printed copy of the PIN;
- DO NOT allow anyone else to use your Debit Card, PIN, OTP or Mobile Device and authentication factors;
- remember your PIN, and keep it and your OTP strictly confidential;
- never disclose your PIN and / or OTP to anyone else including but not limited to the Bank's staff; the Bank will not ask for any sensitive personal information (such as passwords) through phone calls, SMS or emails;
- change your PIN regularly;
- if your PIN is or may have been seen by any other person, change it promptly;
- DO NOT jot down or keep your PIN on or close to your Debit Card or handle it in any other way that may enable another person to use your Debit Card, PIN and / or Mobile Device; disguise any record of your PIN;
- DO NOT use obvious numbers for your PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information) but use other alphanumeric code (if available);
- DO NOT use the same PIN for other services or purposes (such as connecting to the Internet or accessing other websites);
- DO NOT transfer your Debit Card, PIN, OTP and / or Mobile Device or allow others to use any of them;
- DO NOT authenticate the relevant transaction precipitately; be careful when using AutoFill function to input the OTP;
- verify the SMS information, e.g. merchant name, instruction of adding card to mobile payment service (if applicable), transaction amount, currency and credit card number last 4 digits, etc. before inputting the OTP;

- q) always fill in the 'Total' box on the sales slip and put currency sign before the numerals; DO NOT leave space for other writing;
- r) make sure only one sales slip is imprinted for each transaction;
- s) keep the cardholder copy of each sales slip and check it against your applicable Card Account(s) (as defined in the Cardholder Agreement) / Bank Account(s) (as defined in the Cardholder Agreement) statements or records;
- t) report to the Bank of any loss or theft of your Debit Card, PIN, OTP or Mobile Device or any suspected unauthorized transaction or use of your Debit Card, PIN, OTP or Mobile Device for any unauthorized purpose or disclosure of your PIN or OTP to any unauthorized person as soon as reasonably practicable in writing or by telephone; and
- u) count the banknotes immediately after each cash withdrawal made by the Debit Card; DO NOT take away any banknote at the cash dispenser or any card at the card insertion slot left behind by someone else; let the banknote(s) or card return to the ATM automatically.

Loss and Theft and Cardholders' Liabilities

31. **Without prejudice to paragraphs 7 and 10(t) of these Important Notes, you must report to the Bank and to the Police in writing as soon as reasonably practicable after you find any loss or theft of the Debit Card (including both the Principal Card and / or the Supplementary Card), the Mobile Device and / or the PIN or disclosure of the PIN, the OTP and / or any Debit Card information to any unauthorized person. The Principal Cardholder (as defined in the Cardholder Agreement) and the Supplementary Cardholder (as defined in the Cardholder Agreement) shall be responsible for all Transactions (as defined in the Cardholder Agreement), costs and damages effected or caused by the use of the Debit Card whether or not authorized by you (including either the Principal Cardholder or the Supplementary Cardholder).**
32. If you report the loss or theft of the Debit Card, the Mobile Device and / or the PIN or unauthorized disclosure of the PIN, the OTP and / or any Debit Card information as soon as reasonably practicable after you are aware of any of the said loss or unauthorized disclosure and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Debit Card and the Mobile Device and the secrecy of the PIN, the OTP and Debit Card information and keep the PIN and the OTP separately from the Debit Card), your maximum liability shall not exceed HKD500.
33. The limit of liability is confined to losses specifically related to the Debit Card and in circumstances described above and does not cover cash advance or cases involving fraud or negligence or when you have failed to inform the Bank as soon as reasonably practicable after having found that the Debit Card, the Mobile Device and / or the PIN (as the case may be) has been lost or stolen or that there has been an unauthorized disclosure of the PIN, the OTP and / or any Debit Card information when you are liable for all losses.
34. You shall remain liable for any unauthorized transaction if:-
 - a) you have knowingly (whether or not voluntarily) permitted any other person to use your Debit Card, PIN, OTP or Mobile Device; or
 - b) you have acted fraudulently or with gross negligence in using or safeguarding your Debit Card, PIN, OTP or Mobile Device; your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Debit Card, PIN, OTP or Mobile Device may be treated as your gross negligence.
35. Please notify the Bank in writing of any errors, discrepancies, unauthorized debits or other transactions or entries on any statement of your Bank Account(s) arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence, within 90 days after delivery; otherwise, the balance shown in such statement shall be final and conclusive and you shall be deemed to have agreed to waive your rights to raise objections or pursue any remedies against the Bank. Notwithstanding the aforesaid, in case of any errors, discrepancies or unauthorized purchase transactions related to your Debit Card, please refer to the Bank's Debit Card / ATM Card Chargeback Mechanism for details / necessary actions to be taken; for any enquiry about the foresaid, please call our Customer Service Hotline 2828 8000, visit the Bank's website or visit any of our branches during business hours.
36. Notwithstanding any term or condition to the contrary, the Bank reserves its overriding right of repayment ON DEMAND.
37. The Bank shall have the right without prior notice to set off or transfer any monies standing to the credit of the applicable bank accounts of whatsoever description towards discharge of all sums due to the Bank in connection with the use of your Debit Card.
38. Your Debit Card must not be used for any unlawful purposes including without limitation payment for any illegal betting.

You are nonetheless advised to read the below full terms and conditions of the Bank concerning the Debit Card. A copy of the following terms and conditions is readily available to you who may view and download the same from the Bank's website or collect the same from any branch of the Bank:

- a) Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)
- b) Debit Card [Addendum to the Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)]
- c) Important Notes for Dah Sing Multi-Currency Mastercard® Debit Card ("Debit Card")
- d) Major Terms and Conditions of for Dah Sing Multi-Currency Mastercard® Debit Card ("Debit Card")
- e) Terms and c Conditions for the Dah Sing Multi-Currency Mastercard® Debit Card ("Debit Card") Welcome Offer

Please note that the use and operation of your Debit Card are subject to the Cardholder Agreement and other applicable terms and conditions of the Bank concerning the Debit Card (as may be amended and supplemented) from time to time in force.

In the event of any discrepancy between the English and Chinese versions of these Important Notes, the English version shall prevail.

Terms and Conditions for the Dah Sing Multi-Currency Mastercard® Debit Card ("Debit Card") Welcome Offers

General Terms and Conditions

- These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute arising from these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.
- A person who is not a party to these Terms and Conditions may not enforce any of their provisions by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong).
- In case of any fraud / abuse / reversal / cancellation of transactions in respect of which any of the Welcome Offers provided hereunder is awarded to a customer, the Bank reserves the right to debit the equivalent value from the Multi-Currency Savings Account and / or any other Dah Sing Bank account held by the relevant customer (at the sole discretion of Dah Sing Bank, Limited ("Bank")) without prior notice.
- The Bank reserves the right to amend these Terms and Conditions and cancel, suspend or amend any of the Welcome Offers provided hereunder at any time without prior notice. Should any dispute arise, the decision of the Bank shall be final and conclusive.
- In the event of any discrepancy between the Chinese version and English version of these Terms and Conditions, the English version shall prevail.

Terms and Conditions for Debit Card Cash Rebate ("Promotion")

- Up to totally 1.3% or 1.2% cash rebate ("**Cash Rebate**") offered by the Bank in relation to the Eligible Debit Card (as defined in Clause 3 of these Terms and Conditions) comprises (i) the **Cash Reward** (as defined in the Terms and Conditions for Debit Card [Addendum to the Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement") (including RMB Cards)] ("**Debit Card T&C**") and (ii) the additional Cash Rebate ("**Additional Cash Rebate**") listed in the table below:

<u>Customer Segment (as defined in Clause 4 of these Terms and Conditions)</u>	<u>Cash Reward</u>	<u>Additional Cash Rebate</u>	<u>Cash Rebate (comprising (i) the Cash Reward and (ii) the Additional Cash Rebate)</u>
VIP Banking	0.6%	0.7%	1.3%
YOU Banking	0.6%	0.6%	1.2%

- The promotion period of the Additional Cash Rebate is from 1 Jan 2025 to 30 Jun 2025 (both dates inclusive) ("**Additional Cash Rebate Promotion Period**"). For the avoidance of doubt, the Additional Cash Rebate Promotion Period is not applicable to the Cash Reward and, in accordance with the Debit Card T&C, the Bank has the sole discretion to set, vary, suspend or withdraw any Cash Reward arrangement from time to time.
- The Cash Reward applies to all the customers who successfully apply for the Debit Card issued by the Bank. The Additional Cash Rebate only applies to the customers who successfully apply for the Debit Card issued by the Bank during the Additional Cash Rebate Promotion Period. The Debit Cards referred to in this Clause 3 are collectively referred to as the "**Eligible Debit Cards**" and the customers described in this Clause 3 are collectively referred to as the "**Eligible Cardholders**".
- "**Eligible Spending**" means any retail or online spending transaction (i) successfully made by an Eligible Cardholder using his/her Eligible Debit Card and (ii) completed and posted to the account of such Eligible Debit Card according to the Bank's records, and is not under any minimum spending amount requirement. Regarding the Cash Reward, Eligible Cardholder can enjoy the Cash Reward according to Clause 1 of these Terms and Conditions and the Debit Card T&C and based on the Bank's records of the customer segment applicable to such Eligible Cardholder ("**Customer Segment**") as at the last working day of the relevant spending month in respect of his/her Eligible Spending made in that month. Regarding the Additional Cash Rebate, Eligible Cardholder can enjoy the Additional Cash Rebate according to Clause 1 of these Terms and Conditions and based on the Bank's records of the Customer Segment as at the last working day of each of the relevant "**Eligible Spending Month**" (as listed hereinbelow), in respect of his/her Eligible Spending made during that Eligible Spending Month.

<u>Date of Issuance of Eligible Debit Card during the following period (both dates inclusive)</u>	<u>Eligible Spending Month (both dates inclusive)</u>
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1 Jan 2025 to 31 Jan 2025	1 Feb 2025 to 30 Apr 2025
1 Feb 2025 to 28 Feb 2025	1 Mar 2025 to 31 May 2025
1 Mar 2025 to 31 Mar 2025	1 Apr 2025 to 30 Jun 2025
1 Apr 2025 to 30 Apr 2025	1 May 2025 to 31 Jul 2025
1 May 2025 to 31 May 2025	1 Jun 2025 to 31 Aug 2025
1 Jun 2025 to 30 Jun 2025	1 Jul 2025 to 30 Sep 2025

5. The Cash Rebate amount will be rounded off to the nearest cent.
6. The Cash Reward will be credited to the Multi-Currency Savings Account of the Eligible Debit Card held by the Eligible Cardholder who successfully fulfills the relevant requirements for entitling to the Cash Reward in accordance with the Debit Card T&C and any related terms and conditions and / or announcement(s) published by the Bank from time to time within 3 months after the relevant spending month. The Additional Cash Rebate will be credited to the Multi-Currency Savings Account of the Eligible Debit Card held by the Eligible Cardholder who successfully fulfills the relevant requirements for entitling to the Additional Cash Rebate within 3 months after the relevant Eligible Spending Month.
7. The Eligible Debit Card must remain valid at the time the relevant Eligible Cardholder receives the relevant Cash Reward (if applicable). The Eligible Debit Card must remain valid during the entire Additional Cash Rebate Promotion Period and at the time the relevant Eligible Cardholder receives the relevant Additional Cash Rebate (if applicable).
8. The Bank can determine the currency in which the Cash Rebate will be paid, and will try to pay the Cash Rebate in the same currency as the relevant transaction currency where feasible.
9. If the Bank decides to pay the Cash Rebate in a currency that is different from the relevant transaction currency, the Bank will calculate the Cash Rebate amount at the exchange rate determined by the Bank with reference to the exchange rate set by the relevant card association (if available).
10. We will not provide the Cash Rebate for ineligible transactions, including but not limited to the following transactions:
 - a) ATM-related transactions;
 - b) Debit Card cash advances transactions;
 - c) purchase transactions effected outside of Mastercard network;
 - d) Bank handling fees (including but not limited to annual fees, financial charges, late fees and cash advance handling fees, etc.);
 - e) quasi-cash transactions, including:
 - i. casino, betting and gambling transactions;
 - ii. transactions at non-financial institutions (including (but not limited to) purchases of foreign currency, money orders and traveller's cheques);
 - iii. transactions at financial institutions (including purchases of products, services and merchandise from banks and / or securities / investment trading platforms);
 - iv. wire transfers;
 - v. rental payment;
 - vi. property purchases;
 - vii. purchases of cryptocurrencies; and
 - viii. installment payment;
 - f) unposted / cancelled / refunded / unauthorized / chargeback transactions; and
 - g) mobile transfers and value-added transaction (including but not limited to PayMe, TNG, etc.).
11. The Cash Rebate cannot be exchanged for cash, bonus points, or other products, gifts, services or discounts. The Cash Rebate is not refundable and transferable to third parties or other accounts.
12. Eligible Cardholders are required to keep record of the relevant transactions of the Eligible Spending. In case of any dispute, the Bank reserves the right to require the relevant Eligible Cardholder to submit the relevant Eligible Spending records or other documents or proof for verification purpose. Submitted Eligible Spending records and documents (whether original or copy) will not be returned. The Bank reserves the right to make the final

decision as to whether any transaction qualifies as Eligible Spending.

Terms and Conditions for Foreign Exchange 0 Trading Spread Offer

1. This Foreign Exchange 0 Trading Spread Offer ("**Offer**") is only applicable to customers who (i) did not conduct any foreign exchange transaction with the Bank during 1 Jul 2024 to 31 Dec 2024 (both dates inclusive) and successfully apply for the Dah Sing Multi-Currency Mastercard® Debit Card during 1 Jan 2025 to 31 Mar 2025 (both dates inclusive) or (ii) did not conduct any foreign exchange transaction with the Bank during 1 Oct 2024 to 31 Mar 2025 (both dates inclusive) and successfully apply for the Dah Sing Multi-Currency Mastercard® Debit Card during 1 Apr 2025 to 30 Jun 2025 (both dates inclusive) (collectively, the "**Foreign Exchange Eligible Customers**").

	Did not conduct any foreign exchange transaction with the Bank within the below period (both dates inclusive)	Successfully apply for the Dah Sing Multi-Currency Mastercard® Debit Card within the below period (both dates inclusive)
(i)	1 Jul 2024 to 31 Dec 2024	1 Jan 2025 to 31 Mar 2025
(ii)	1 Oct 2024 to 31 Mar 2025	1 Apr 2025 to 30 Jun 2025

2. YOU Banking Foreign Exchange Eligible Customers are required to successfully conduct their first foreign exchange transaction with the Bank in one of the Designated Foreign Currencies (as defined in Clause 4 of these Terms and Conditions) reaching HKD25,000 or above (or its equivalent) during the Offer Period (as defined hereinafter) ("**YOU Banking Eligible Foreign Exchange Transaction**") in order to enjoy the Offer. Each YOU Banking Foreign Exchange Eligible Customer can enjoy the Offer for the first YOU Banking Eligible Foreign Exchange Transaction amount up to HKD50,000 (or its equivalent). "**Offer Period**" means 1 Jan 2025 to 30 Apr 2025 (both dates inclusive) (applicable to (i) conditions) or 1 Apr 2025 to 31 Jul 2025 (both dates inclusive) (applicable to (ii) conditions).
3. VIP Banking Foreign Exchange Eligible Customers are required to successfully conduct their first foreign exchange transaction with the Bank in one of the Designated Foreign Currencies reaching HKD50,000 or above (or its equivalent) during the Offer Period ("**VIP Banking Eligible Foreign Exchange Transaction**") in order to enjoy the Offer. Each VIP Banking Foreign Exchange Eligible Customer can enjoy the Offer for the first VIP Banking Eligible Foreign Exchange Transaction amount up to HKD100,000 (or its equivalent).
4. "**Designated Foreign Currencies**" refers to AUD, CAD, EUR, GBP, JPY, NZD, RMB and USD.
5. If more than one YOU Banking Eligible Foreign Exchange Transaction or VIP Banking Eligible Foreign Exchange Transaction (as the case may be, and collectively the "**Eligible Foreign Exchange Transaction**") is executed during the Offer Period, the Offer is only applicable to the first Eligible Foreign Exchange Transaction executed during the Offer Period. The sequence of the transactions will be based on the execution dates and time in the Bank's record.
6. The Offer is only applicable to the conversion from HK dollar to one of the Designated Foreign Currencies and the conversion from one of the Designated Foreign Currencies to HK dollar but is not applicable to the conversion between the Designated Foreign Currencies, note exchange and foreign exchange transactions executed via U.S. Securities Trading App of the Bank.
7. If the converted currency of Eligible Foreign Exchange Transaction is in a currency other than HK dollar, the Eligible Foreign Exchange Transaction amount will be exchanged into HK dollar based on the relevant foreign exchange rate determined by the Bank at the time of calculating the Eligible Foreign Exchange Transaction amount.
8. The trading spread will be calculated based on the sales margin normally charged by the Bank on the Eligible Foreign Exchange Transaction. The trading spread will be charged when the transaction is successfully conducted and an amount equivalent to the trading spread will be rebated to the Foreign Exchange Eligible Customers in the form of cash rebate ("**Rebate**") **on or before 30 Sep 2025**. The trading spread applicable to any transaction may differ from time to time, transaction to transaction and / or customer to customer and also depends on different factors including but not limited to the market situation, the size and / or complexity of the transaction, or other commercial factors. If there are any disputes, the decision of the Bank shall be final and conclusive.
9. Each Foreign Exchange Eligible Customer holding single-name account(s) and / or joint-name account(s) will be entitled to the Offer once only during the entire Offer Period. Only the primary account holder is entitled to the Offer once for the related joint-name account. Eligible Foreign Exchange Transactions conducted in any joint-name account will be counted as the Eligible Foreign Exchange Transactions of the primary account holder of such joint account. Primary account holder refers to the "Applicant" mentioned in the relevant Eligible Banking Service Application Form or New Account(s) / Service(s) Application Form signed by the Foreign Exchange Eligible Customer.
10. Upon fulfilling the designated requirements for entitling to the Rebate, the Rebate will be credited into the relevant Foreign Exchange Eligible Customers' VIP Banking i-Account or YOU Banking i-Account (collectively, the "**Eligible i-Account**") in converted currencies **on or before 30 Sep 2025**. To be eligible for the Offer, each Foreign Exchange Eligible Customer must hold and maintain a valid Dah Sing Multi-Currency Mastercard® Debit Card

and an Eligible i-Account at the time when the Rebate is to be credited, and must be the same as the account holder of the Eligible i-Account into which the Rebate is credited.

11. Unless otherwise specified, the Offer cannot be used in conjunction with other offers in relation to foreign exchange services provided by the Bank. If a Foreign Exchange Eligible Customer is entitled to the Offer in conjunction with other promotion offer(s), the Bank reserves the right to grant such customer the entire or only part of the entitled offers.

Risk Disclosure

Foreign Currency Trading Foreign currency trading involves risks. Foreign currency investments are subject to exchange rate fluctuation which may provide both opportunities and risks. The fluctuation in the exchange rate of foreign currency may result in losses in the event that the customer converts the foreign currency into Hong Kong dollar or other foreign currencies. Before making investment decision, investors should read and understand the offering documents of such products, including but not limited to the risk disclosure statement and health warning.

Currency Risk (RMB) Exchange of renminbi (RMB) to HKD or other currencies is subject to currency exchange rate fluctuation. Customers should bear the risk of RMB exchange rate fluctuations which may cause profit or loss if customer chooses to convert RMB to HKD or other currencies. RMB is currently subject to exchange controls imposed by the PRC government, the exchange rate may be easily affected by change in government policies.

Unless the context requires otherwise, this document does not constitute any offer, invitation or recommendation to any person to enter into any foreign currency transaction nor does it constitute any prediction of likely future movements in prices of any foreign currencies.

This document has not been reviewed by the Securities and Futures Commission or any regulatory authority in Hong Kong.

This service / product mentioned in this document are not targeted at customers in the European Union.