

Notice to Customers relating to Customers' Data

(a) From time to time, it is necessary for customers to supply Dah Sing Bank, Limited (the "Bank") with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.

(b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.

(c) It is also the case that the Bank and its agents (including its solicitors and debt collection agencies) from (i) customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money, communicate with the Bank (whether verbally (which may be recorded by the Bank's telephone recording system) or in writing) or otherwise carry out transactions as part of the Bank's services; (ii) credit reference agencies appointed by the Bank to provide credit reference services; (iii) agents (including its solicitors and debt collection agencies) appointed by the Bank to collect amounts outstanding from customers; (iv) the public records maintained by governmental or quasi-governmental authorities or other institutions or organizations (including but not limited to the Judiciary, the Official Receiver's Office, the Companies Registry and the Land Registry); (v) third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services (including but not limited to receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies"); and (vi) other sources (for example, information obtained from the Internet or other public domain).

(d) The purposes for which data relating to a customer may be used by the Bank or the recipient of such data are as follows: -

- (i) considering and assessing the customer's application for the Bank's products and services;
- (ii) the daily operation of the services, including ATM cards services and credit facilities provided to customers;
- (iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
- (iv) creating and maintaining the Bank's credit scoring models;
- (v) assisting other credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- (vi) ensuring ongoing credit worthiness of customers;
- (vii) designing financial services or related products for customers' use;
- (viii) marketing services, products and other subjects (please see further details in paragraph (i) below);
- (ix) determining the amounts indebtedness owed to or by customers;
- (x) collection of amounts outstanding from customers and those providing security for customers' obligations and the enforcement of obligations of customers and those providing security;
- (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
- (xii) (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
- (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on any of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group companies of Dah Sing Financial Holdings Limited ("DSFH") (which shall, for the purpose of this Notice, include Dah Sing Financial Holdings Limited and all of its local and overseas subsidiaries whether owned by it directly or indirectly) and/or any other use of data and information in accordance with any group-wide programmes for (1) compliance with applicable legal or regulatory requirements issued from time to time by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong; (2) compliance with sanctions; or (3) prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiv) conducting matching procedures;
- (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; in connection with any card transactions, verifying customers' identities with any acquirer (or acquiring bank) of a merchant ("Acquirer") or sharing and/or exchanging information of customers with the Acquirer for its customer's identity verification purpose;
- (xvi) sharing and/or exchanging customers' credit information with DSFH's group companies for internal risk management;
- (xvii) administering, processing and/or handling of insurance policies sold through the Bank;
- (xviii) monitoring compliance with legal and/or regulatory requirements;
- (xix) in connection with any complaint handling;
- (xx) conducting market research and statistical analysis;
- (xxi) (applicable to corporate customers only) detecting, identifying, monitoring, investigating, preventing and / or reporting crime whether known or suspected (and whether within or outside Hong Kong); and
- (xxii) purposes relating thereto.

(e) Data held by the Bank relating to a customer will be kept confidential but, subject to the customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and / or use of the customer's data) the Bank may provide such information to the following parties for the purposes set out in paragraph (d) above:

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, ATM/Electronic Fund Transfer service, computer, payment debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
- (ii) any branch, subsidiary, holding company, associated company or affiliate of the Bank;
- (iii) any other person under a duty of confidentiality to the Bank including a group company of DSFH which has undertaken to keep such information confidential;
- (iv) the drawer of a cheque or any other person who contains information about the payee to the drawer;
- (v) third party service providers with whom the customer has chosen to interact in connection with the customer's application for the Bank's products and services;
- (vi) other banks and financial services providers to whom the customer has chosen to provide his information held by the Bank in connection with the provision of services to the customer by those other banks and financial service providers;
- (vii) fund house(s) or other key operator(s) (including but not limited to trustee(s)/custodian(s) and management company(ies) of the fund(s) the customer subscribes or switches into, which may be located within or outside Hong Kong, upon their written request to the Bank for the related services provided;
- (viii) credit reference agencies (including but not limited to the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (ix) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply with legal or regulatory requirements issued from time to time by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong and may be existing currently and in the future;
- (x) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
- (xi) any Acquirer;
- (xii) Sun Life Hong Kong Limited (Incorporated in Bermuda with limited liability) ("Sun Life") and its successors and assigns;
- (xiii) any agent, contractor or third party service provider of Sun Life (and its successors and assigns) who provides administrative, marketing, sales, customer, telecommunication, computer or other services to Sun Life (and its successors and assigns) in connection with the operation of its business;
- (xiv) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
- (xv) (1) DSFH's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding and privileges programme providers;
- (4) co-branding partners of the Bank and DSFH's group companies (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s)/poster(s) for the relevant services and products, as the case may be);
- (5) charitable or non-profit making organisations; and
- (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, social media platforms, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(viii) above.

(f) Such information may be transferred to a place outside Hong Kong. Insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, the Bank will obtain the customer's separate consent in relation to such international transfers.

(g) To the extent that the Bank is required to make any international transfers of data with third parties, the Bank will notify the customer of the name and contact details of the recipients, the purposes and means of processing and provision of the customer's personal data, and the types of personal data to be provided and shared, and obtain the customer's separate consent to the sharing of the customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, in accordance with the PIPL.

(h) With respect to data in connection with mortgages applied for by a customer (whether as a borrower, mortgage or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgage or guarantor, and whether in the customer's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers, as borrower, mortgage or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance ("the Ordinance")).

(h) Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, such sensitive personal data will be processed with the customer's separate consent.

(i) **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s)/poster(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) DSFH's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and DSFH's group companies (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s)/poster(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (i)(ii) above to all or any of the persons described in paragraph (i)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank may request the customer or other persons to return for providing the data to the other persons in paragraph (i)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (i)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right, at any time and without charge, by notifying the Data Protection Officer of the Bank (please refer to the paragraph 10 below).

(j) **TRANSFER OF PERSONAL DATA TO CUSTOMER'S OTHER BANKS AND THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)**

The Bank may, in accordance with the customer's instructions to the Bank, other banks providing services to the customer or third party service providers (including other financial service providers) engaged by the customer, transfer customer's data to such other banks and third party service providers using the Bank's API for the purposes notified to the customer by the Bank, the customer's other banks or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

(k) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data) the PIPL, the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or the Hong Kong Monetary Authority or other regulatory bodies, any customer has the right:

- (i) to check whether the Bank holds data about him and the right of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (vi) insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, to request the Bank to delete the customer's personal data;
- (vii) insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, to object to certain uses of the customer's personal data;
- (viii) insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, to request an explanation of the rules governing the processing of the customer's personal data;
- (ix) insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, to ask the Bank to transfer personal data that the customer has provided to the Bank to a third party of the customer's choice under circumstances as provided under the PIPL;
- (x) insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, to withdraw any consent for the collection, processing or transfer of the customer's personal data (customers should note that withdrawal of their consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (xi) insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data, to have decisions arising from automated decision making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.

(l) In the event of an account being written-off or the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (k)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

(m) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (k)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agencies that the customer is no longer a bankrupt.

(n) The Bank may access the database of credit reference agencies for the purposes of credit review from time to time. Which review may involve the consideration by the Bank of any of the following matters:

- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) the putting in place or the implementation of a scheme of arrangement with the customer.

(o) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and / or use of the customer's data) as permitted under the PIPL, the Bank may charge a reasonable fee for the processing of any data access request.

(p) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

The Data Protection Officer
Dah Sing Bank, Limited
GPO Box 333 Hong Kong
Fax: 2511 8566

(q) The Bank may have obtained credit report(s) on the customer from a credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).

(r) The expression "customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). "Credit" means consumer and commercial credit (including but not limited to Hire Purchase and Leasing). All references to one gender is a reference to all other genders and the singular includes the plural.

(s) Nothing in this Notice shall limit the rights of customers under the Ordinance and the PIPL.

(The English version of this Notice shall prevail wherever there is a discrepancy between the English and Chinese versions.)

FlexiMoney Overdraft Facility Terms & Conditions

To: Dah Sing Bank, Limited,

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

1. Overdraft Facility
- 1.1 Subject to the Borrower's acceptance of and full compliance with these terms and conditions and the terms and conditions set out in the Confirmation Letter (defined below), the overdraft facility set forth in the Confirmation Letter will be made available to the Borrower via the current account opened and maintained with the Bank ("Current Account") for such period as determined and specified in the Confirmation Letter by the Bank.
- 1.2 Unless the context otherwise requires or specifies, "Confirmation Letter" means the relevant Overdraft Facility Confirmation Letter containing the terms and conditions of an overdraft facility approved by the Bank to the Borrower pursuant to the Borrower's application for the overdraft facility, as may be amended, revised or supplemented from time to time; and "Overdraft Facility" means the overdraft facility set forth in the Confirmation Letter.
- 1.3 The Facility will be subject to the Bank's review periodically as the Bank deems fit at its sole and absolute discretion with or without prior notice.
2. Interest Rate/ Charges
- 2.1 Interest (including unauthorized overdraft interest) shall be charged on the amounts drawn under the Overdraft Facility at the rate specified in the Confirmation Letter or at such other rate or rates as the Bank may from time to time determine at the Bank's absolute discretion. Such interest shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a 365-day year (in both ordinary and leap years). Such interest will be debited from the Current Account in each calendar month or at such other time as the Bank may determine in accordance with the Bank's usual practice. For the avoidance of doubt, the Bank may at its absolute discretion increase or reduce the interest rate at any time by giving prior notice to the Borrower.
- 2.2 An annual non-refundable annual fee (details will be provided in the "Bank Service Charges", subject to change from time to time), as prescribed by the Bank, shall be payable by the Borrower.
- 2.3 Borrower shall also pay such fees and charges of the Bank and unauthorized overdraft interest in connection with the use of the Overdraft Facility as set out in the Bank Service Charges of the Bank from time to time.
- 2.4 Such fees, charges and interest will be debited from the Current Account on such date as the Bank may prescribe or otherwise when they become payable and will bear interest thereon.
3. Repayment
- 3.1 The Overdraft Facility is of the nature of a revolving credit requiring monthly repayment at a percentage of the outstanding debit balance at the statement day of the Current Account (subject to a minimum sum as announced by the Bank from time to time) and payable on or before the repayment due date specified in the monthly statement of the Current Account. The Bank may at its absolute discretion change the minimum monthly repayment amount and/or the period of repayment from time to time, and the Borrower's continued use of the Overdraft Facility shall constitute acceptance of the revised terms.
- 3.2 The outstanding principal, interest (including unauthorized overdraft interest) and other fees and charges of or in respect of the Overdraft Facility, the Confirmation Letter and the related application form shall be subject to the Bank's overriding right of full repayment on demand.
- 3.3 In the event of default in repayment of any payment under these terms and conditions, without prejudice to the Bank's right to terminate the Overdraft Facility, the Borrower must pay a late payment surcharge (details will be provided in the "Bank Service Charges", subject to change from time to time) in each case aforesaid and for such period as the Bank may decide. If there is any delinquent record during a certain period as specified by the Bank, the Bank has the sole and absolute rights to charge the Borrower a higher interest rate at any time by giving prior notice, for any specified period the Bank may decide.
- 3.4 All moneys, or liabilities undertaken herein and payable by the Borrower shall include interest charges and expenses.
- 3.5 The Overdraft Facility shall be of continuing nature (unless expired or terminated) and these terms and conditions shall apply to the amount outstanding from time to time notwithstanding any interim repayment or full repayment at any time.
- 3.6 Notwithstanding any provision to the contrary in these terms and conditions, the Bank expressly reserves the rights at its sole and absolute discretion from time to time with prior notice:
 - (a) to increase, reduce, cancel, suspend, withdraw, terminate and / or modify the Overdraft Facility or any part or parts thereof whether used or unused;
 - (b) to charge additional handling fees in such sum, by such payment method and for such period(s) as decided by the Bank from time to time;
 - (c) to increase and / or vary the interest rate applicable to the Overdraft Facility; and / or
 - (d) to amend any term or condition contained herein.
- 3.7 Notwithstanding any provision to the contrary in these terms and conditions and in addition to Clause 3.2, the Bank expressly reserves the right at its sole and absolute discretion at any time without prior notice to exercise the overriding right to demand immediate repayment of the Overdraft Facility or any part or parts thereof.
4. Events of Default
- 4.1 All moneys payable hereunder together with legal costs (at a reasonable sum and reasonably incurred) in enforcing the terms hereof shall become immediately due and payable upon the happening of any one of the following events:-
 - (a) if the Borrower defaults in payment on the due date of any of the monthly repayments;
 - (b) if the Borrower is insolvent or unable to pay his debt;
 - (c) if the Borrower has any execution or distress issued or levied against him; or
 - (d) if any circumstances occur which in the opinion of the Bank gives reasonable grounds to believe that the Borrower may not (or may not be able to) perform his obligations hereunder.
5. Set-off
- 5.1 In addition to any right of set-off or other general liens or similar rights to which the Bank may be entitled at law, the Borrower hereby agrees that the Bank shall have the right and is authorized to the fullest extent permitted by law, at any time and from time to time hereafter and, without prior notice to the Borrower, to set-off and/or initiate transfers of and apply all or any of the credit balances (whether or not matured or due and payable or subject to any notice or not) of the accounts (whether or not in Hong Kong dollars or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Borrower or jointly with another person, in or towards discharging the Borrower's liabilities to the Bank. Insofar as any of the sums may only be due to the Bank contingently or in future, the liability of the Bank or any Bank Group Company to the Borrower to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. The Bank's right under this clause will most likely be exercised by the Bank if the Borrower fails to repay any outstanding indebtedness due to the Bank. Where such combination, set-off or transfer require the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank as absolutely determined by the Bank (the details of which will be provided to the Borrower upon request). For the purpose of this Clause and Clause 7.2, the expression "Bank Group Company" means holding company of the Bank, any subsidiary of the Bank or of its holding company and all associated or related companies.
6. Collection Charges
- 6.1 The Bank may take such action as it in its absolute discretion thinks fit to enforce its rights in respect of the Overdraft Facility including without limitation employing third party debt collection agencies to collect any sums owing to the Bank. The Borrower shall be liable to reimburse on demand and indemnify the Bank against all charges and expenses which are of reasonable amount and are reasonably incurred in enforcing these terms and conditions and in recovering any amounts for which the Borrower may be liable to the Bank (including costs and expenses incurred by such third party debt collection agencies and the Bank's own legal costs and expenses). The Borrower further agrees to indemnify the Bank against any loss or damage suffered from providing the Overdraft Facility to or performing banking services for the Borrower.
7. Personal and Account Data
- 7.1 The Borrower acknowledges that the Borrower has received a copy of the Bank's Notice to Customers relating to Customers' Data (the "Notice") and agrees to allow the Bank to use the data or information given by the Borrower to the Bank for the purposes referred to in that Notice and to disclose such data or information to the persons referred to in that Notice for the purposes referred to in that Notice.
- 7.2 In addition to the permitted handling of consumer credit data under the Code of Practice on Consumer Credit Data (the "Code") by reference to credit reference agency and debt collection agency, the Borrower hereby consents (so far as is permissible in law) to the collection, use, processing and transfer of and access to personal and account data between the Bank and its contractors or outsourced agents and including Bank Group Company as well as other financial institutions, debit or credit card issuers and in connection with the lawful business of such entities including but not limited to the provisions of credit, credit review, credit scoring or matching.
- 7.3 The provisions in the Code concerning the Bank's continuing obligation during or upon termination of the Overdraft Facility and the right of the Borrower to access and to delete shall equally apply to the handling of data mentioned in clause 7.2 hereof.
- 7.4 In connection with the consideration of the Borrower's application for the Overdraft Facility, the Bank has been provided with and considered a credit report on the Borrower provided by relevant credit reference agencies. Should the Borrower wish to contact such credit reference agencies for the purpose of making a data access request or data correction request under the Personal Data (Privacy) Ordinance, the Borrower may do so by contacting the relevant credit reference agencies directly. For details and contact information of the relevant credit reference agencies, please refer to the Bank's website dahsing.com/cra/en.
- 7.5 If any of the aforesaid credit reference agencies agrees to comply with a data correction request made by the Borrower, the Bank will, if the Borrower so requests, use a new credit report obtained from such credit reference agency containing the corrected data as the basis for reconsideration of the Borrower's Overdraft Facility application.
- 7.6 Without prejudice to the generality of Clause 7.2 above, the Borrower hereby authorizes the Bank to contact any party (including but not limited to any credit reference agencies, debt collection agencies, financial institutions or similar service providers) as the Bank deems necessary for verification and/or to disclose to or obtain from and exchange or share with any party any information of the Borrower and/or any matter relevant to the Overdraft Facility at any time without further reference to or consent from the Borrower for the purpose of carrying out (a) credit approval, review, risk assessment and/or other status checks; (b) assistance in debt collection; and (c) any matters relating or incidental to the Overdraft Facility.
8. Related Party
- 8.1 The Borrower undertakes to advise the Bank whether:-
 - (a) the Borrower is a relative, spouse or trustee of any director, former director (within past 12 months), controller (as defined below) or employee of any member of the Bank Group (as defined below); or
 - (b) any of the directors or controllers of the Bank or any relative of such directors or controllers is a guarantor of the Borrower.
- 8.2 The Borrower represents and warrants that, in the absence of the aforesaid advice, the Borrower is not so related. The Borrower undertakes to advise the Bank in writing should the Borrower becomes so related subsequent to the grant of the Overdraft Facility.
- 8.3 For the purpose of this Clause 8, "controller" refers to any person directly or indirectly holding 10% or more of a company's issued shares; "Bank Group" refers to Dah Sing Banking Group Limited, its subsidiaries, affiliates and other entities (including their subsidiaries, affiliates and special purpose entities) over which Dah Sing Banking Group Limited is able to exert control; and "affiliates" refers to any entity in which a controller of Dah Sing Banking Group Limited (including but not limited to Dah Sing Financial Holdings Limited) (i) has a beneficial interest in, or controls, 50% or more of the total number of ordinary shares; or (ii) is entitled to exercise of, 50% or more of the voting power.
9. Miscellaneous
- 9.1 The Borrower shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank. The Borrower shall also promptly inform the Bank in writing of all changes in employment, residential address or telephone number of the Borrower.
- 9.2 Apart from these terms and conditions, the Borrower acknowledges that the application for the Overdraft Facility and the use of the Current Account shall be subject to the "Master Terms and Conditions" of the Bank including its General Terms and all its applicable Specific Terms (each as amended from time to time) (the "Master Terms and Conditions"). In case there is any inconsistency between these terms and conditions and the Master Terms and Conditions, the Master Terms and Conditions shall prevail to the extent of such inconsistency. For the avoidance of doubt, references to the "Current Account" in these terms and conditions shall be deemed to be references to "account" in the Master Terms and Conditions.
- 9.3 All terms and conditions herein are subject to the special terms and conditions set out in the Confirmation Letter issued by the Bank. Any terms and conditions (including fees and charges) of the Overdraft Facility may be altered from time to time by the Bank at its sole discretion. The Bank will, without prejudice to Clause 3.6 above, notify the Borrower of such alteration by prior written notice sent to the Borrower's last known address/contact details (as the case may be) notified to and recorded at the Bank by way of post or other channels/electronic means (that the Bank may, in its absolute and sole discretion, deem fit under different circumstances).
- 9.4 Any provisions of these terms and conditions which are invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions.
- 9.5 No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.
- 9.6 If the Borrower consists of more than one person, the liabilities and obligations of each such person in respect of the Overdraft Facility and hereunder shall be joint and several.
- 9.7 All notices, statements or correspondences given by the Bank may be sent by ordinary post or electronic means (including but not limited to email, inbox message of online banking and SMS) to the Borrower's last known mailing address/email address/telephone number (as the case may be) notified to and recorded at the Bank and shall be deemed to have been delivered immediately upon issuance. All notices or correspondences given by the Borrower shall be deemed to have been received upon actual receipt by the Bank.
- 9.8 In the course of providing the services under these terms and conditions, the Bank may record verbal instructions received from the Borrower and/or any verbal communication between the Borrower and the Bank.
- 9.9 The Borrower may not assign the whole or any part of his rights under these terms and conditions. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under these terms and conditions to such person as it deems fit.
- 9.10 A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Nothing in these terms and conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the aforementioned Ordinance.
- 9.11 These terms and conditions are governed by and construed in accordance with the law of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 9.12 The Chinese version of these terms and conditions is for reference only and in case of any inconsistency between the English and the Chinese version, the English version shall prevail.

Dah Sing Bank, Limited
November 2024