

# **Dah Sing Credit Card - Application Form for Supplementary Card**

申請人必須為香港居民及年滿 18 歲。請以英文正楷填寫所有資料,並在適當位置加上剔號。請將填妥之表格郵遞至香港郵政信箱 333 號。

Applicant must be Hong Kong resident, aged 18 or above. Please complete all the fields in English BLOCK letters and tick where applicable. Please reurn the completed form by post to G. P. O. Box 333, Hong Kong,

	主卡持卡人資料 Informati	on of Principal Cardholder
姓 Surname 名 Giv	ren Name	
大新銀行信用卡號碼 Principal Card Account No.		
лу / И. О.Б.ТОЕ		
證件號碼 ☐ 香港身份證 HKID (ID) / ☐ 護照號碼 Passplidentity ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	port No. (PP) / 其他 Other (OT)	
附屬卡申請人資料 Information of Supplementary Card Applicant  姓 Surname 名 Given Name 須與香港身份證上所列相同 As printed on HKID Card		
────────────────────────────────────	A Given	Name 須與香港身份證上所列相同 As printed on HKID Card
Name of Chinese	Nationality	Date of Birth D M Y
證件號碼		
		與主卡持卡人關係 Relationship with Principal Cardholder
(如申請人: (1) 並未持有香港永久居民身份證; 或 (2) 申報 (For applicants who : (1) are not holders of Hong Kong Permanent		證及有效護照/旅遊證件副本) blease provide copies of HKID and valid passport / travel document)
居住地址(請用英文正楷填寫)Residential Address (i 單位 Flat 層數 Floor	in English BLOCK letters) (恕不接受郵 座數 Block	政信箱) (P.O.Box will not be accepted)
		□ 子女 Children
大廈名稱/屋邨名稱 Name of Building / Name of Esta	te	□ 其它 Others
門牌號數/街道名稱 Street No. / Street Name		住宅電話號碼 Home Tel. No.
地區/國家 District / Country		
	本人之永久地	
The residential address of principal cardholder is same as the above.  Your permanent address is different from the above residential address.		
所需文件 Required Documents 注意:為確保閣下之信用卡申請可獲迅速處理,請細查下列各文件副本是否一併交回,並於下列空格內加上「✔」號以茲註明。		
Note: To ensure prompt processing of your credit card application, please check if copies of the following documents are enclosed and put a " In the appropriate box(es).  图下之香港身份證 Your HKID Card / Passport		
(如申請人:(1) 並未持有香港永久居民身份證;或 (2) 申報國籍並非「中國香港」,請提供香港身份證及有效護照/旅遊證件副本) (For applicants who: (1) are not holders of Hong Kong Permanent ID Card; or (2) declare foreign Nationality, please provide copies of HKID and valid passport / travel document)		
附屬卡之信用限額將與主卡相同。大新銀行有限公司(「銀行」)就信用卡之批核及優惠保留最終審批權。不論申請成功與否,所有文件(包括此申請表)恕不退還。		
Same credit limit for Principal Card will apply for Supplementary Card as default. Dah Sing Bank, Limited (the "Bank") reserves the final approval right on the issuance and offers of the credit cards. Documents supplied (including this application form) are not returnable no matter whether the application is successful or not.		
申請人聲明及簽署 Declaration and signature		
本人/吾(等)證實上述資料均為真實、完整及確實無訛,並授權銀行向其選擇的任何來源查證。本人/吾(等)確定本人/吾(等)已詳閱、明白並同意受到此申請表包括 其所有(載列於背頁之)章則及條款所約束。本人/吾(等)明白銀行不會使用附屬卡申請人的個人資料作宣傳推廣用途及銀行不會提供附屬卡申請人的個人資料予任何其		
他人士,作宣傳推廣用途。  I / We confirm that the above information is true, complete and accurate and authorize the Bank to verify this from any sources the Bank may choose. I / We confirm that I / we have read,		
understood and agreed to be bound by this application form including all the terms and conditions contained herein (which are set out overleaf). "I / We understood and sgreed to be bound by this application form including all the terms and conditions contained herein (which are set out overleaf). "I / We understood the Bank would not use the Supplementary Cardholder's personal data to any other persons for their use in direct marketing.		
有關超逾信貸限額之備用金額將跟隨主卡持卡人之設定。 The setting for overlimit facilities will be the same as principal cardholder.		
		明白如申請經由第三方轉介及/或曾被或將被收取轉介費用,此申請將不會被處理。 I/We confirm
was charged or to be charged.	was charged or to be charged. 17 we underst	and that this application will not be processed if the application is referred by a third party and / or referral fees
主卡持卡人簽署 日期 Signature of Principal Cardholder Date		附屬卡申請人簽署 日期 Signature of Supplementary Cardholder Date
註:請用留存本行之印鑑簽署 Note: Please us e the signature(s) filed with the Bank         本文件之中英文本如有歧異,概以英文為準。 In case of any discrepancy between the English and Chinese versions, the English version shall prevail.		
當此申請表格填上個人資料後將被當作保密文件處理。This form is confidential upon completion.		
DEC	FULL Y /	N Remarks
SIG1         SIG2         CR           BR         SOC	CC	
SC         CH         BD           Full Doc         R         Y         N         F         Urgent		





# 聲明及協議

致:大新銀行有限公司(「銀行」)

本人/吾(等)確認上述資料全部完整及確實無訛,並同意授權銀行向 任何方面查證。本人/吾(等)明白在此申請中蓄意作出虛假陳述意圖 欺騙,本人/吾(等)可能會受到刑事檢控。本人/吾(等)同意授權銀行 可酌情決定將本人之資料交予任何信貸服務機構或財務機構或從其獲取 有關資料以作信貸審查用途。本人/吾(等)明白必須向銀行提供以上 要求的資料以供銀行處理本人/吾(等)之申請。若本人/吾(等)未能 向銀行提供上述資料,則銀行可能不接受本人/吾(等)之申請。本人/ 吾(等)可接觸銀行之信用卡客戶服務部要求查閱及要求修改上述資料而 銀行有權收取手續費。藉著使用銀行發出之信用卡(「信用卡」),本人/ 吾(等)同意或會被視為同意完全遵守大新「信用卡」或「簽賬卡」持卡人 合約之條款,該合約將在申請獲得批准後與信用卡一併發出給本人/ 吾(等)。本人/吾(等)明白並同意銀行有權要求本人/吾(等)呈交 其他文件及拒絕此申請而毋須提供理由。本人/吾(等)明白並同意就 使用信用卡須向銀行支付載列於以下「信用卡資料概要」中的利息、財務 費用及費用(「收費」)。本人/吾(等)明白並同意銀行有權根據本人/ 吾(等)之其他資料而決定審批或調整有關年利率及信用額予本人/ 吾(等)。本人/吾(等)明白並同意銀行有權因應市場情況而修訂信用卡 之優惠及收費,而透過大新網上/流動理財服務以信用卡扣數繳交賬項 之手續費為繳款金額之1% (只適用於須預先登記之商戶)。本人/ 吾(等)聲明本人/吾(等)名下由任何金融機構發出之信用卡或授予之 其他貸款(有抵押或無抵押),從沒有因欠賬而被取消,並聲明本人/ 吾(等) 現於其他金融機構之貸款欠款(包括信用卡及其他貸款)並沒有 逾期還款超過10天。本人/吾(等)進一步聲明本人/吾(等)從沒有 被頒佈破產令或被作出任何種類的重整債務還款計劃,本人/吾(等) 亦沒有進行或有意圖申請破產或任何種類的重整債務還款計劃。倘若 本申請表以傳真遞交,銀行有權視其收到之傳真本在任何方面皆為真確 及對本人有約束力。如透過電話申請,銀行有權以本人/吾(等)與客戶 服務員之對話在任何方面皆為真確及對本人有約束力。如 (a) 本人/ 吾(等)為銀行集團(定義見下文)之任何成員之任何一名董事、前任董事 (過去12個月)、控權人(定義見下文)或僱員之親屬或配偶或該董事、 前任董事、控權人、僱員或其直系家屬之受託人;或(b)銀行的任何一名 董事或控權人或該等董事或控權人的任何親屬就本申請下之銀行融資 及/或銀行授予本人/吾(等)之任何其他銀行融資為本人/吾(等)之 擔保人,本人/吾(等)定當以書面通知銀行。本人/吾(等)陳述及 保証,若銀行沒有收到上述通知,即代表本人/吾(等)並沒有與上述 人士有上述關係。若本人/吾(等)於此申請獲批核後與上述人士有上述 關係,本人/吾(等)承諾立即以書面通知銀行。「控權人」就任何公司 而言,指(i)任何單獨或連同任何一名或多於一名相聯者直接或間接持有 一間公司或在以該公司為附屬公司的另一間公司已發行股本百分之十 或以上之人士;或(ii)其所發出的指示或指令獲得該公司的董事、或以該 公司為附屬公司的另一間公司的董事慣常按照行事的任何人(但分別根據 銀行業條例第52(1)(B)條及第52(1)(C)條委任為顧問或經理人不包括 在內,又如所發出的指示或指令獲得該等董事慣常按照行事的任何人 僅是因為該等董事按照該人以專業身分所提供的意見而行事者,則該人 亦不包括在內)。「銀行集團」指大新銀行集團有限公司、其附屬公司、 同系附屬公司,以及大新銀行集團有限公司能對其行使控制的其他 實體(包括特別目的實體);及「同系附屬公司」指大新銀行集團有限公司 控權人(包括但不限於大新金融集團有限公司)能夠對其行使控制的 實體。若屬以下情況,商號、合夥或非上市公司(「受控制實體」)視作 由某人控制:(i)該人擁有受控制實體超過50%的表決權;(ii)該人根據 一份與其他股東(或類似的表決權持有人)的協議,控制受控制實體過 半數表決權;(iii) 該人具有權利,可委任或罷免受控制實體的董事局 (或類似的管治團體)過半數成員; (iv) 受控制實體的董事局(或類似的 管治團體) 過半數成員的委任,是純粹由於該人行使其表決權;或(v)該人 依據合約或其他方式而具有權力,對受控制實體的管理或政策,發揮 具支配性的影響力。本人/吾(等)確認本人/吾(等)已詳閱,明白並 同意受到此申請表包括其所有章則及條款及「有關客戶資料的客戶 通知」所約束。**倘若本文件之中英文版本有任何不一致之處,概以英文** 版本為準。

# 大新「信用卡」或「簽賬卡」持卡人合約(「持卡人合約」) 之主要使用條款

客戶須特別注意下列使客戶承擔重大法律責任之主要條款:

- (1) 持卡人在收取信用卡時須即時在卡上簽署。
- (2) 信用卡及其私人密碼必須妥善存放及保密以防止詐騙及被非授權人 士使用或被披露。如有違犯,持卡人須為所有交易負上全部責任。
- (3) 持卡人須於每月結賬單上之到期繳款日或之前繳付最低還款額, 如不遵從,銀行會收取罰款。
- (4) 如遇違約的情況,持卡人必須全責支付銀行在追收行動中之合理 律師及其他費用。
- (5) 在涉及詐騙或嚴重疏忽的情況下,持卡人須負責銀行承受的一切 損失。
- (6) 假若持卡人在合理可行情況下儘快向銀行報告任何信用卡之遺失 或被竊並已小心及真誠地行事,及在沒有涉及詐騙或嚴重疏忽的 情況下,持卡人最高之責任將不超過港幣500元。
- (7) 每月結賬單將在其發出日期起計60天後為有效及有決定性,除非 持卡人在此期間內通知銀行有關任何非授權之交易。
- (8) 銀行有權可以在沒有事前通知情況下,抵銷或轉移持卡人在銀行 任何性質之戶口內之任何存款,用作清還所有使用信用卡之欠款。
- (9) 主卡持有人須要為附屬卡持有人及其名下所有八達通自動增值 賬戶(包括但不限於「合家歡」八達通自動增值賬戶)對銀行之欠數 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附屬卡戶口對銀行之所有欠數 負責。
- (10) 儘管或有任何相違的條款,銀行保留凌駕權利向持卡人作即時還款 之要求。
- (11) 假若持卡人不接受銀行在持卡人合約條款所作出的任何修改, 持卡人可在修改生效日前終止信用卡服務。
- (12) 信用卡不可用作任何非法用途,包括支付任何非法賭博。
- (13) 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 書而涌知銀行。

銀行建議客戶應細閱持卡人合約有關條款之全文。有關條款可在銀行的任何分行索取。

請注意信用卡之使用及信用卡戶口之操作均受制於持卡人合約不時有效 的條款,持卡人同意信用卡之申請(不論口頭上或以書面形式),及在 信用卡上之簽署或行使(不論他有否簽收該信用卡)後其會受到約束。

# 信用卡資料概要

#### 利率及財務費用

零售交易的實際年利率\*:當你開立信用卡戶口時為 34.46%,而銀行會不時作出檢討。若閣下在月結單「到期繳款日」前清付「月結單總結欠」,銀行將不徵收任何財務費用。否則,銀行將根據當時之利率,以每日計算,(i) 向閣下之信用卡賬戶之未償款項由上期月結單「到期繳款日」起徵收財務費用直至所有結欠全部清還為止以及(ii) 就所有新交易之金額由有關的新交易之過賬日期起計徵收財務費用,即使該新交易未到期清還。

**現金透支的實際年利率\***:當你開立信用卡戶口時為**35.81%**,而銀行會不時作出檢討。透支現金財務費用之計算方法由透支現金當日起,以透支總額按利率每日計算直至現金透支之金額全部清還為止。

**逾期還款的實際年利率**\*:若客戶於過去12個月內有2次或以上逾期還款記錄,財務費用會將以年息31%(零售簽賬之實際年利率為34.46%/現金透支/「智息揀」結欠轉賬計劃及/或「智·簡單」折現計劃之實際年利率為35.81%)計算。

免息還款期:長達60日

最低還款額:(i)如月結單總結欠相等於200港元/人民幣或以上,最低還款額將為銀行服務費用、財務費用之全數金額及總交易結欠之**1%**之總和或**200港元/人民幣**(以較高者為準);或(ii)如月結單總結欠少於200港元/人民幣,最低還款額將為月結單總結欠。

## 費用

#### 年費:

普通卡/銀聯雙幣普通卡300港元(每張附屬卡為150港元) 金卡/Titanium卡600港元(每張附屬卡為300港元)

白金卡/銀聯雙幣白金卡/銀聯雙幣鑽石卡**1,800港元**(每張附屬卡為**900港元**)

World 萬事達卡 2,000 港元 (每張附屬卡為 1,000 港元)

**現金透支手續費**: 透支金額之 **3.5%** 或最少**100港元/人民幣**) (以較高者為準)

#### 有關外幣交易收費

**外幣交易手續費**:於海外及本地的外幣交易金額之 **1.95%** (不適用於 銀聯雙幣卡)

**跨境港幣交易手續費**:(適用於以港幣支付外幣簽賬)於海外以港幣進行之交易或於非香港登記之商戶以港幣交易金額之1%(不適用於銀聯雙幣卡)

以港幣支付外幣簽賬的有關費用:客戶在外地消費時,部份海外商戶可提供以港幣支付外幣簽賬之安排。惟此服務是由海外商戶直接安排,而非由信用卡發卡機構提供。客戶應於簽賬前向該商戶查詢有關匯率及手續費的詳情(Visa/萬事達卡將徵收之跨境港幣交易手續費為交易金額之1%,交易手續費將誌賬於信用卡賬戶內),因為以港幣支付外幣簽賬,所涉及的費用可能會較以外幣簽賬的手續費為高。(不適用於銀聯雙幣卡)

**逾期費用:300港元/人民幣**或金額相等於該期月結單之最低還款額(以較低者為準)

超逾信貸限額手續費:每次200港元/人民幣(每個銀行卡戶口每期月結單最多收取一次)

**支票退回/自動轉賬被拒費用**:不適用

**郵寄月結單費用**:如客戶於每年1月至6月或每年7月至12月期間收取 1張或以上郵寄月結單,本行將就該期間之郵寄月結單收取30港元, 並分別於7月或翌年1月誌賬。

以下客戶將可獲豁免此收費:

- (1) 65歲或以上之客戶;或
- (2) 領取政府綜援或社會福利署津貼之客戶 (需提供証明文件);或
- (3) 領取政府傷殘津貼(需提供証明文件);或
- (4) 低收入人士,即個人月入低於7,300港元或家庭月入低於11,500港元 (需提供証明文件)

符合資格 (1) 之客戶將會自動獲得豁免,符合 (2) - (4) 之客戶須向本行申請豁免。

若客戶於過去12個月內有2次或以上逾期還款記錄,客戶將暫停獲享「即刻有錢分」、「現金回贈」、「有分共享」及「里數計劃」等優惠,直至客戶於本行之還款記錄回復良好,即過去12個月內只有1次或沒有逾期還款之記錄。

註:\*實際年利率乃根據銀行營運守則指引,採用淨現值法計算。

# 有關客戶資料的客戶通知

- (a) 客戶在申請開立戶口,延續戶口及建立或延續銀行信貸或要求銀行 提供銀行服務時,需要不時向大新銀行有限公司(「銀行」)提供有關 的資料。
- (b) 若未能向銀行提供有關資料會導致銀行無法開立或延續戶口或建立或 延續銀行信貸或提供銀行服務。
- (c) 銀行及其代理人(包括其律師及收數公司)亦會從以下各方收集到客戶的資料:(i)在客戶與銀行的正常業務往來過程中,例如,一般當客戶開出支票或存款時、以口頭或書面形式與銀行溝通時(其口頭對話內容可能被銀行之電話錄音系統錄音)或以其他方式進行作為銀行服務之一部分的交易時;(ii)由銀行任命提供信貸資料服務之信貸資料服務機構;(iii)由銀行任命提供追收客戶欠款服務之代理人(包括其律師及收數公司);(iv)由政府或半政府機構或其他機構或團體保存之公共記錄(包括但不限於司法機構、破產管理署、公司註冊處及土地註冊處);(v)第三方(包括客戶因銀行產品及服務的推廣以及申請銀行產品及服務而接觸的第三方服務供應商)及(vi)其他來源(例如從互聯網或其他公共領域獲取資料)。
- (d) 有關的客戶資料將可能會被銀行或該等資料的接收人用於下列用途:-
  - (i) 考慮及評估客戶有關銀行產品及服務的申請;
  - (ii) 為提供服務,包括自動櫃員機提款卡服務,和信貸便利給客戶 之日常運作;
  - (iii) 於客戶申請信貸時及於每年(通常一次或多於一次)的定期或 特別信貸覆核時,進行信用檢查;
  - (iv) 編制及維持銀行的信貸評分模式;
  - (v) (通過參與貢獻或共用客戶資料或其他方式)協助其他財務機構、 信用卡或消費卡發行公司及收數公司作信貸檢查及收數;
  - (vi) 確保客戶的信用維持良好;
  - (vii) 為客戶設計財務服務或有關產品;
  - (viii) 推廣服務、產品及其他標的(詳情請參閱以下(g)段);
  - (ix) 確定銀行對客戶或客戶對銀行的債務;
  - (x) 向客戶及為客戶提供擔保或抵押的人仕追收欠款及執行客戶向 銀行應負之責任;
  - (xi) 履行根據下列適用於銀行或其任何分行或銀行或其任何分行被 期望遵守的就披露及使用資料的義務、規定或安排:
    - (1)不論於香港特別行政區(「香港」)境內或境外及不論目前或 將來存在的對其具法律約束力或適用的任何法律(例如: 稅務條例及其條文,包括與自動交換財務帳戶資料有關的 條文);
    - (2)不論於香港境內或境外及不論目前或將來存在的任何法律、 監管、政府、稅務、執法或其他機關,或金融服務供應商的 自律監管或行業組織或協會作出或發出的任何指引或指導 (例如:稅務局作出或發出的任何指引或指南,包括與自動 交換財務帳戶資料有關的任何指引或指南);
    - (3)銀行或其任何分行因其位於或跟相關本地或外地的法律、 監管、政府、稅務、執法或其他機關,或自律監管或行業 組織或協會的司法管轄區有關的金融、商業、業務或其他 利益或活動,而向該等本地或外地的法律、監管、政府、 稅務、執法或其他機關,或金融服務供應商的自律監管或 行業組織或協會承擔或被彼等施加的任何目前或將來的合約 或其他承諾;
  - (xii) 遵守大新金融集團有限公司同一集團的公司(「大新金融」) (就本通知而言包括大新金融集團有限公司及全部其於本地及海外附屬公司,不論直接或間接擁有)為(1)符合由任何香港境內或境外的法律、法規、政府、稅務、執法或其他機構、或自我監管或行業機構或金融服務供應商組織不時發出的適用法律及/或法規要求;(2)符合制裁;或(3)預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排;

- (xiii) 進行配對程序;
- (xiv) 使銀行的實在或建議承讓人,或銀行對客戶的權利的參與人或 附屬參與人評核意圖成為轉讓,參與或附屬參與的交易;
- (xv) 就任何卡交易,與各商戶的收單機構(或收單銀行)(「收單機構」)核實客戶身份或為收單機構核實客戶身份而與收單機構分享及/或交換客戶資料;
- (xvi) 為內部風險管理與大新金融同一集團的公司分享及/或交換 客戶信貸資料;
- (xvii)管理、辦理及/或處理通過銀行出售的保單;
- (xviii)監察法律及/或合規要求;
- (xix) 處理任何投訴;
- (xx) 進行市場研究和統計分析;及
- (xxi)與上述有關的用途。
- (e) 銀行會把客戶的資料保密,但銀行可能會把有關資料提供給下述各方作第(d)段列出的用途:-
  - (i) 任何中間人、承包商、或提供行政、電訊、自動櫃員機/電子 資金轉帳服務、電腦,支付或證券結算或其他和銀行業務運作 有關的服務的第三者服務供應人;
  - (ii) 銀行的任何分行、附屬公司、控股公司、有聯繫公司或相關聯 成員;
  - (iii) 任何對銀行有保密責任的人,包括對銀行有保密資料承諾的及 與大新金融同一集團的公司;
  - (iv) 客戶因申請銀行產品及服務而選擇接觸的第三方服務供應商;
  - (v) 當銀行收到客戶所認購/轉入的基金的基金公司或其他主要經營者(包括但不限於受託人/託管人及經理人)(它或它們可能位於香港境內或境外)向銀行發出載有與法律或監管相關原因的書面要求時;
  - (vi) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於 收款人的資料);
  - (vii) 信貸資料服務機構;而在客戶欠賬時,則可將該等資料提供給 收數公司;
  - (viii) 銀行或其任何分行根據對銀行或其任何分行具法律約束力或適用的任何法律規定,或根據及為符合任何法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望銀行或其任何分行遵守的任何指引或指導,或根據銀行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港特別行政區境內或境外及不論目前或將來存在的),而有義務或以其他方式被要求向其披露該等資料的任何人士;
  - (ix) 提供或擬提供擔保或第三方保證以擔保或保證客戶的責任的 任何一方;
  - (x) 各商戶的收單機構;
  - (xi) 泰禾人壽保險有限公司及/或泰禾保險服務有限公司(共稱「泰禾」)及其各自的繼承人和受讓人;
  - (xii) 任何提供行政、宣傳推廣、銷售、客戶、電訊、電腦或其他 和泰禾(及其各自的繼承人和受讓人)業務運作有關的服務的 中間人、承包商或第三者服務供應人;
  - (xiii) 任何銀行的實在或建議受讓人或參與人或附屬參與人或銀行對 客戶的權利的受讓人;及
  - (xiv)(1)大新金融的集團公司;
    - (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務 供應商;
    - (3) 第三方回贈、客戶獎勵或優惠計劃供應商;

- (4) 銀行的聯營夥伴及大新金融的集團公司(該等聯營夥伴的 名稱載於相關服務及產品(視乎情況而定)的申請表及/或 宣傳單張/海報中);
- (5) 慈善或非牟利機構;及
- (6) 銀行為(d)(viii)段所列出的任何用途而聘用的外聘服務 供應商(包括但不限於代客寄件中心、電訊公司、電話推廣 及直銷公司、通訊中心、社交媒體平台、資料處理公司及 資訊科技公司)。

該等資料可轉傳至香港以外的地方。

- (f) 就客戶(不論以借款人、按揭人或擔保人身分,以及不論以客戶本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料,銀行可能會把下列客戶資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構:
  - (i) 全名;
  - (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以客戶本人單名或與其他人士聯名方式);
  - (iii) 香港身分證號碼或旅遊證件號碼;
  - (iv) 出生日期;
  - (v) 通訊地址;
  - (vi) 就每宗按揭的按揭帳戶號碼;
  - (vii) 就每宗按揭的信貸種類;
  - (viii) 就每宗按揭的按揭帳戶狀况 (如有效、已結束、已撇帳 (因破產令 導致除外)、因破產令導致已撇帳);及
  - (ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構將使用上述由銀行提供的資料統計客戶(分別以借款人、按揭人或擔保人身分,及以客戶本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數,並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據個人資料(私隱)條例(「條例」)核准及發出的個人信貸資料實務守則的規定所限)。

# (g) 在直接宣傳推廣中使用資料

銀行擬把客戶資料用於直接宣傳推廣,而銀行為該用途須獲得客戶 同意(包括表示不反對)。就此,請注意:

- (i) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及服務 組合資料、交易模式及行為、財務背景及人口統計數據用於 直接宣傳推廣;
- (ii) 可用作推廣下列類別的服務、產品及促銷標的:
  - (1) 財務、保險、信用卡、銀行及相關服務及產品;
  - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
  - (3) 銀行的聯營夥伴提供之服務及產品(該等聯營夥伴的名稱 載於相關服務及產品(視乎情況而定)的申請表及/或宣傳 單張/海報中);及
  - (4) 為慈善或非牟利機構用途的捐款及捐贈;
- (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或 (就捐款及捐贈而言)徵求:
  - (1) 大新金融的集團公司;
  - (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務 供應商;
  - (3) 第三方回贈、客戶獎勵或優惠計劃供應商;
  - (4) 銀行及大新金融的集團公司的聯營夥伴(該等聯營夥伴的 名稱載於相關服務及產品(視乎情況而定)的申請表及/或 宣傳單張/海報中)提供的服務及產品;及
  - (5) 慈善或非牟利機構;

- (iv) 除由銀行推廣上述服務、產品及促銷標的以外,銀行亦擬將以上(g)(i)段所述的資料提供予以上(g)(iii)段所述的全部或任何人士,以供該等人士在推廣該等服務、產品及促銷標的中使用,而銀行為此用途須獲得客戶書面同意(包括表示不反對);
- (v) 銀行可能因如以上(g)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報,銀行會於以上(g)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望銀行如上述使用其資料或將其資料提供予其他人士作 直接宣傳推廣用途,客戶可通知銀行行使其選擇權拒絕推廣。

- (h) 根據條例及「個人信貸資料實務守則」,以及任何由私隱專員香港 金融管理局或其他監管機構所發出之法例或守則,任何客戶有權:-
  - (i) 審查銀行是否持有他的資料及有權查閱有關的資料;
  - (ii) 要求銀行改正有關他不準確的資料;
  - (iii) 查悉銀行對於資料的政策及實際運用及獲告知銀行持有關於他的何種資料;
  - (iv) 要求獲告知哪些資料是通常會向信貸資料服務機構或收數公司 披露的,以及獲提供進一步資料,藉以向有關信貸資料服務 機構或收數公司提出查閱和改正資料要求;
  - (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於全數清還欠帳後結束帳戶時,指示銀行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料,但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額,上次報告期間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額,剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期超過60日的欠款的日期(如有))。
- (i) 如帳戶出現任何拖欠還款情况,除非拖欠金額在由拖欠日期起計60日届滿前全數清還或已撇帳(因破產令導致撇帳除外),否則帳戶還款資料(定義見以上(h)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- (j) 如客戶因被頒布破產令而導致任何帳戶金額被撇帳,不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款,該帳戶還款資料(定義見以上(h)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年,或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情况為準)。

- (k) 銀行可為信貸審核用途不時查閱信貸資料服務機構的資料庫。而該等 審核或牽涉銀行對下列事項的考慮:
  - (i) 增加信貸限額;
  - (ii) 對信貸作出限制(包括取消或減少信貸限額);或
  - (iii) 對有關客戶安排或實行債務償還安排。
- (I) 根據條例的規定,銀行有權就處理任何提出查閱資料的要求收取合理 費用。
- (m)任何關於資料查閱或改正資料,或關於資料政策及實際應用或資料 種類的要求,請聯絡:-

資料保障主任 大新銀行有限公司 香港郵政信箱 333 號 傳真:2511 8566

- (n)銀行可為考慮任何信貸申請,向信貸資料服務機構索取客戶的信貸報告。如客戶欲查閱信貸報告,銀行可告知相關信貸資料服務機構的聯絡資料。
- (o)「客戶」一詞包括借貸人及擔保人,其本人或該有限公司(及後者之董事、股東或公司人員)或非屬法人團體(獨資者或其合夥人)。「信貸」意指個人信貸及商業信貸(包括分期租購或租用)。文中提及之單一性別包括其他性別,而單數詞包括雙數詞。
- (p) 本文並不限制客戶根據條例所擁有之權利。

(文義如有歧異,以英文本為準。)

大新銀行有限公司 2020年12月

# 有關晶片卡/磁帶卡服務供應商事宜

位於國內的金邦達數據有限公司(「金邦達」)為本行處理晶片卡/磁帶卡壓印及信用卡個人化服務之供應商。大新銀行會於披露或轉移任何個人資料時,遵守個人資料(私隱)條例(第486章)所訂定之保障個人資料原則及有關之規定,金邦達亦會採取嚴密保安措施以確保客戶的個人資料在晶片卡/磁帶卡壓印及個人化程序中絕對保密。大新銀行或金邦達可能須按照任何適用法律或法規的要求,或遵從監管或其他管理機構(包括但不限於政府部門、司法機關或稅務機關)所發出的任何指引,向有關人士披露或提供客戶的個人資料。

若本文件之中英文本有任何歧異,概以英文本為準。

#### **Declaration and Agreement**

To: Dah Sing Bank, Limited (the "Bank")

I / We confirm that the above information is true, complete and correct and authorize the Bank to verify this from any source the Bank may choose. I / We understand that if I / we knowingly make any false statement in my / our application with an intention to deceive, I / we may be liable for criminal prosecution. I / We agree to authorize the Bank to pass details of my / our personal data to or obtain the same from any credit reference agencies or other financial institutions at the discretion of the Bank for credit assessment. I / We understand that it is necessary for me / us to supply the data requested above to the Bank in order for the Bank to process my / our application. My / Our failure in providing any of the above data to the Bank may result in this application being rejected. I / We may always contact the Credit Card Customer Service Department of the Bank to gain access to and request correction or amendment to the above data while the Bank reserves the right to charge me / us handling fee. By using the credit card(s) issued by the Bank (the "Card(s)"), I / we agree or am / are deemed to have agreed to be bound by the terms and conditions of Dah Sing Credit / Debit Card Cardholder Agreement, a copy of which will be sent to me / us with the Card(s) upon approval of this application. I / We agree that the Bank reserves the right to request other supporting documents or reject my / our application without giving reason. I / We understand and agree the use of the Card(s) shall be subject to the payment of interests, finance charges and fees (the "Charges") set out in the Key Facts Statement of Credit Card below. I / We understand and agree that the Bank has the right to approve or adjust the applicable interest rate and credit limit according to my / our other information. I / We understand and agree that the Bank reserves the right to revise the offers and the Charges of the Card(s) according to the market situation. Handling fee for Dah SIng e-Banking / Mobile Banking Service bill payment via the Card(s) is 1% of the bill payment amount (applicable to pre-registered merchants only). I / We declare or granted that no credit card or loan (secured or unsecured) under my / our name(s) issued by any financial institutions has been cancelled due to default in payment, and there is no current overdue payment exceeding 10 days in respect of my / our loan indebtedness (including credit card and any loans) with other financial institutions. I / We further declare that no bankruptcy order or any kind of restructured debt repayment plan has ever been made against me / us and I / we am / are not in the process of petitioning for bankruptcy or any kind of restructured debt repayment plan, nor have any intention to do so. In case this application form is sent by fax, the Bank shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on me. Where any application is made by telephone, the Bank shall be entitled to treat such communication as made or fully endorsed by and binding on me / us. I / We agree to inform the Bank in writing if (a) I / We am / are a relative or spouse 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 a trustee of such director, former director, controller, employee or his immediate family member; or (b) any director or controller of the Bank or any relative of such director or controller is a guarantor of me / us in respect of the banking facilities which is the subject of this application and/or any other banking facilities granted by the Bank to me / us. I / We represent and warrant that, in the absence of the aforesaid advice, I / we am / are not so related. I / We undertake to notify the Bank in writing promptly if I / we become so related in the future. "Controller", in relation to a company, refers to (i) any person, who either alone or with any associate(s), directly or indirectly holding 10% or more of the issued shares of the company or of another company of which the company is a subsidiary; or (ii) any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act (but excluding any advisor and manager appointed pursuant to sections 52(1)(B) and 52(1)(C) of the Banking Ordinance respectively and any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that they act on advice given by him in his professional capacity); "Bank Group" refers to Dah Sing Banking Group Limited, its subsidiaries, fellow subsidiaries and other entities (including special purpose entities) over which Dah Sing Banking Group Limited is able to exert control; and "fellow subsidiaries" refers to any entity in which a controller of Dah Sing Banking Group Limited (including but not limited to Dah Sing Financial Holdings Limited) is able to exert control. A firm, partnership or non-listed company ("controlled entity") is treated as being controlled by a person if (i) the person owns more than 50% of the voting rights in the controlled entity; (ii) the person has control of a majority of the voting rights in the controlled entity under an agreement with other shareholders (or similar holders of voting rights); (iii) the person has the right to appoint or remove a majority of the members of the controlled entity's board of directors (or a similar governing body); (iv) a majority of the members of the controlled entity's board of directors (or a similar governing body) have been appointed solely as a result of the person exercising his or her voting rights; or (v) the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity. I / We confirm that I / we have read, understood and agreed to be bound by this application form including all the terms and conditions and "Notice to Customers relating to Customers' Data" contained herein. In case of any discrepancy between the English and Chinese versions of this document, the English versions shall prevail.

# Major Terms and Conditions of Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement")

Customers' attention is drawn to the following major terms and conditions which impose significant liabilities on Cardholder:

- (1) Cardholder should sign the Card immediately upon receipt.
- (2) The Card and its Personal Identification Number ("PIN") should be kept safe and secret to prevent fraud and unauthorized use or disclosure. Failure to observe the above will result in full responsibility for all transactions.
- (3) Cardholder is obliged to pay the minimum payment due on time as shown in the monthly statement and there will be penalty charge if the required minimum is not made.
- (4) In case of default, Cardholder will be fully liable to reimburse fees and other expenses reasonably incurred in recovery actions.
- (5) In case of fraud or gross negligence, Cardholder shall be responsible for all losses suffered by the Bank.
- (6) If Cardholder reports any loss or theft of the Card as soon as reasonably practicable and had acted diligently and in good faith without involving fraud or gross negligence, the maximum liability shall not exceed HKD500.
- (7) The monthly statement of account shall be final and conclusive 60 days after its issue unless Cardholder reports any unauthorized transactions within that period.
- (8) The Bank shall have the right without prior notice to set off or transfer any monies standing to the credit of Cardholder's bank accounts of whatsoever description towards discharge of all sums due to the Bank in connection with the use of the Card.
- (9) The Principal Cardholder will be responsible for the debts of the Supplementary Cardholder and the debts incurred from the accounts with Octopus Automatic Add-Value Service (including but not limited to "Happy Family" Octopus Automatic Add-Value Account). The Supplementary Cardholder shall not be responsible for the debts of the Principal Cardholder or other Supplementary Cardholder. But Supplementary Cardholder shall be held liable by the Bank for the debts of the Supplementary Card in his / her own name.
- (10) Notwithstanding any term to the contrary, the Bank reserves the over-riding right to repayment ON DEMAND.
- (11) Cardholder can terminate the card service if he or she does not accept any amendments to the terms and conditions proposed by the Bank and before the effective date.
- (12) The Card shall not be used for any unlawful purposes including payment for any illegal betting.
- (13) Cardholder shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank.

Customers are nonetheless advised to read the full terms and conditions. A copy of the terms and conditions is readily available to customers who may collect it from any branches of the Bank.

Please note that the use of the Card and the operations of the account of the Card are subject to the terms and conditions of the Cardholder Agreement from time to time in force and Cardholder agrees to be bound by his / her application (whether made verbally or signed) and by his / her signature on or use of the Card (whether or not he / she has acknowledged receipt of the Card).

#### **Key Facts Statement of Credit Card**

#### **Interest Rates and Finance Charges**

APR\* for Retail Purchase: **34.46%** when you open your account and it will be reviewed from time to time. The Bank will not charge you finance charges if you pay your balance in full by the due date each month. Otherwise, finance charges will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis; and (ii) the amount of all new transactions from the respective transaction dates, until payment in full.

APR\* for Cash Advance: **35.81%** when you open your account and it will be reviewed from time to time. Finance charges will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.

**Delinquent APR\*: 34.46%** (Retail Purchase) & **35.81%** (Cash Advance / "Smart Choice" Balance Transfer Program and / or Cash Conversion Plan) if there are 2 or more delinquent records in your account in the past 12 consecutive months, the above finance charges rate will be assessed.

Interest Free Repayment Period: Up to 60 days

**Minimum payment:** (i) the Monthly Statement Balance is HKD / RMB 200 or above, the minimum payment will be the total amount of bank service fees and financial charges plus 1% of total outstanding balance of transactions or **HKD / RMB200** (whichever is higher); or (ii) if the Monthly Statement Balance is less than HKD / RMB200, the minimum payment will be the Monthly Statement Balance.

#### Fees

#### **Annual Fee:**

 $HKD300\,$  for Classic Card / UnionPay Dual Currency Classic Card (  $HKD150\,$  for each supplementary Card)

**HKD600** for Gold Card / Titanium Card (**HKD300** for each supplementary Card)

 $\begin{tabular}{ll} HKD1,800 & for Platinum Card / UnionPay Dual Currency Platinum Card / UnionPay Dual Currency Diamond Card (HKD900 & for each supplementary Card) \\ \end{tabular}$ 

**HKD2,000** for World Mastercard (**HKD1,000** for each supplementary Card)

**Cash Advance Handling Fee: 3.5%** of transaction amount or minimum of **HKD / RMB100** (whichever is higher)

#### Fees relating to Foreign Currency Transaction

**Transaction Fee for Foreign Currency Transaction: 1.95%** on the transaction amount in foreign currency made outside of Hong Kong or in Hong Kong

Transaction Fee for Cross-border Transaction: (Applicable to Settling Foreign Currency Transaction in Hong Kong Dollars) 1% on the transaction amount in Hong Kong currency made outside of Hong Kong or at any merchants not registered in Hong Kong

Fee related to Settling Foreign Currency Transaction in Hong Kong Dollars: Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. Customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees (a transaction fee for cross-border transaction of 1% on the transaction amount will be charged by Visa / MasterCard and debited to your credit card account) to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.

Late Payment Fee: HKD / RMB300 or an amount equivalent to the minimum payment stated on the monthly statement (whichever is lower)

Overlimit Handling Charge: HKD / RMB200 each time (Each card account will be charged maximum once per statement cycle)

Returned Items (Cheque or Direct Debit Authorization): Not Applicable

Paper Statement Fee: If customers receive one or more paper statements in the period of January to June or July to December every year, the Bank will charge HKD30 for the paper statements posted during the period and the charge will be levied in July or January next year respectively.

The following customers will be exempted:

- (1) Seniors (aged 65 or above), or
- (2) Customers who receive welfare allowances or allowances from Social Welfare Department (supporting documents required), or
- (3) Recipients of the Government's Disability Allowance (supporting documents required), or
- (4) Low-income group customers, with individual monthly income below HKD7,300 or household monthly income below HKD11,500 (supporting documents required)

Eligible customers (1) will be exempted automatically. Eligible customers (2) - (4) have to apply for fee waiver with the Bank.

If there are 2 or more delinquent records in the past 12 consecutive months, the "Instant Cash Reward", "Cash Rebate", "Bonus Point" and "Mileage Reward" will be suspended until the repayment records resume to normal, which means there is only 1 or no delinquent record in the past 12 consecutive months.

**Note:** \*APR = Annualised Percentage Rate. According to the guideline of the Code of Banking Practice, APR is calculated based on the Net Present Value method.

#### **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 data are collected by 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; 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: -
  - considering and assessing the customer's application for the Bank's products and services;
  - 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;
  - assisting other financial institutions, credit or charge card issuing companies and debt collection agencies to conduct credit checks and collect debts (through participating in the contribution or sharing of the data or otherwise);
  - (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 (g) below);
  - (ix) determining the amounts of 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:
    - 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);
    - (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 the Bank or any of its branches by reason 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;

- (xii) 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 and / 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:
- (xiii) conducting matching procedures;
- (xiv) 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;
- (xv) 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; and
- (xxi) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but 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 drawee bank providing a copy of a paid cheque (which may contain 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) 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 with legal or regulatory related reason provided;
  - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (viii) 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 selfregulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches 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, all of which may be within or outside the Hong Kong and may be existing currently and in the future;
  - (ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
  - (x) any Acquirer:

- (xi) Tahoe Life Insurance Company Limited and / or Tahoe Insurance Services Limited (collectively "Tahoe"), their successors and assigns;
- (xii) any agent, contractor or third party service provider of Tahoe (and their respective successors and assigns) who provides administrative, marketing, sales, customer, telecommunication, computer or other services to Tahoe (and their respective successors and assigns) in connection with the operation of their business;
- (xiii) any actual or proposed assignee of the Bank or participant or subparticipant or transferee of the Bank's rights in respect of the customer; and
- (xiv) (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.

Such information may be transferred to a place outside Hong Kong.

- (f) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor 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 a credit reference agency:

  - (ii) capacity in respect of each mortgage (as borrower, mortgagor 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.

The credit reference agency 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 in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency 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").

### (g) 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:

- 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
  - (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 (g)(i) above to all or any of the persons described in paragraph (g)(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 receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (g)(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 by notifying the Bank.

- (h) Under and in accordance with the terms of the Ordinance, 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:
  - 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 an access and correction request to the relevant credit reference agency or debt collection agency; 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 a 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 anyl)
- (i) In the event of any default of payment relating to an account, unless 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 (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.

- (j) 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 (h)(v) above) may be retained by the credit reference agency, 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 agency, whichever is earlier.
- (k) 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;
  - 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.
- (I) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (m) 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

- (n) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (o) 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.
- (p) Nothing in this Notice shall limit the rights of customers under the Ordinance.

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

Dah Sing Bank, Limited
December 2020

#### Appointment of Chip Card / Magnetic Strip Card Services Provider

Goldpac Datacard Solutions Company Limited ("Goldpac") which located in the Mainland China is our chip card / magnetic strip card embossing and credit card personalization services provider. It is always the policy of Dah Sing Bank to fully comply with the data protection principles and relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486) during the disclosure or transfer of any personal data. Goldpac will also apply stringent controls to safeguard the confidentiality and security of your data during the chip card / magnetic strip card embossing and personalization process. Your personal data may also be disclosed or provided to any person to whom Dah Sing Bank or Goldpac is under an obligation to make disclosure under any applicable laws or regulations, or under and for the purposes of any guidelines issued by competent regulator(s) or other authorities (including but not limited to government departments, judiciary or tax authority(ies)).

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