

**Notice of Amendment Relating to the
"List of Service Charges for Dah Sing Credit
Card/Private Label Card" and "Dah Sing
Credit/Debit Card Cardholder Agreement
(including RMB Cards)"**

With effect from **1 December 2022 ("Effective Date")**, the "List of Service Charges for Dah Sing Credit Card/Private Label Card" of Dah Sing Bank, Limited (the "Bank") and "Dah Sing Credit/Debit Card Cardholder Agreement (including RMB Cards)" will be revised as follows:

1. Details of Amendments to the "List of Service Charges for Dah Sing Credit Card/Private Label Card":

| Item | Content (deletion is crossed out, addition and changes are shaded in grey) |
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| 5. | Late Fee² HKD/RMB 280 300 or an amount equivalent to the minimum payment stated on the monthly statement (whichever is lower) |
| 10. | Sales Draft Retrieval Fee (Only applicable to the transactions made by UnionPay Dual Currency Credit Card) HKD/RMB70 per copy |
| 21. | 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 HKD 2630 for the paper statements posted during the period and the charge will be levied in July or January next year respectively. The first fee imposing date will be July 2019. 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 income below HKD7,300 or household monthly income below HKD11,500 (supporting documents required) Eligible customers can apply for fee waiver with the Bank upon the effective date. |

2. Details of Amendments to the "Dah Sing Credit/Debit Cardholder Agreement" (including RMB Cards):

The main purposes of the following amendments are to amend the captioned document to include the reference of "OTP" and consolidate the other necessary amendments to avoid overlaps and inconsistencies.

| Clause | Content (deletion is crossed out, addition and changes are shaded in grey) |
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| 1. | Definitions (a) "Account Information" means any information relating to the Bank Account/Card Account including, without limitation, the relevant account number, account balance or value, gross receipts, and withdrawals and payments to or from the relevant account. (b) "Applicable Laws and Regulations" means obligations of the Bank to comply with: (i) any applicable local or foreign law, ordinance, regulation, rules, demand, request, guidance, guidelines, and codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the Bank (or any Bank Group Company) and any Authority. (c) "ATM" means an automated teller machine in operation in the Network. (d) "Authority" means any national, state, or local government and any political subdivisions thereof, any agency, authority, instrumentality (whether judicial or administrative), regulatory or self-regulatory organization, law enforcement body, court, central bank, or tax or revenue authority in any jurisdiction whether within or outside Hong Kong. (e) "Bank" means Dah Sing Bank, Limited the card issuer and includes its successors and assigns. (f) "Bank Account" means an account of the Cardholder (other than a Card Account) maintained with the Bank for effecting Banking Transaction. (g) "Banking Transaction" means a transaction effected through a Bank Account by the use of the Card and, (if applicable) the PIN and/or the OTP. (h) "Card" means, a Credit Card, a Dual Currency Credit Card, an Internet Credit Card, an Affiliate Card, a Debit Card or any other card (howsoever described) including Visa Card, Mastercard and UnionPay Card, whether Principal Card or Supplementary Card, issued by the Bank alone or in conjunction with another institution, which Card may be a physical Card or may comprise of a Card Account only. (i) "Card Account" means the account opened and maintained by the Bank in connection with the use of the Card (including an account comprised in the Card). (j) "Card Transaction" means the supply of goods or services paid for by the use of the Card and, (if applicable) the PIN and/or the OTP. (k) "Cardholder" means both the Principal Cardholder and Supplementary Cardholder. (l) "Debit Card" |

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| | means a Card that can be used to obtain cash or make payment at a point of sale by drawing on and debiting the Cardholder's available balance in the Card Account. (m) "Dual Currency Credit Card" means a Credit Card with two Card Accounts comprising a Hong Kong Dollar account and a RMB account. (n) "Foreign Exchange Limit" means the maximum cash amount of RMB which an individual is allowed to take out of Mainland China on a single occasion on daily basis as announced by the authorities in Mainland China. (o) "Mainland China" means any part of PRC, other than Hong Kong, Macau and Taiwan. (p) "Mobile Device" means the mobile phone or mobile device or personal computer which may receive the OTP. (p q) "Network" means the geographical locations designated by the Bank for Cardholder to access the ATM or to effect banking or Card Transactions. (q r) "OTP" means the one-time password sent to the mobile phone number registered by the Cardholder with the Bank via Short Message Service (SMS) or sent to the email account registered by the Cardholder with the Bank via email for the purpose of transaction authentication. (s) "PRC" means the People's Republic of China. (r t) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever. (s u) "Personal Information" means the Cardholder's full name, Hong Kong Identity Card/passport number, date and place of birth, residential and mailing address, contact information (including telephone number), any taxpayer identification number, social security number, citizenship(s), residency(ies), tax residency(ies), and such information as the Bank may reasonably require regarding the Cardholder. (t v) "Principal Card" means a Card issued to a Principal Cardholder. (t w) "Principal Cardholder" means (in the case of a joint application for the opening of Card Account), the first Cardholder at whose request and in whose name a Card is issued. (v x) "PIN" means the personal identification number issued to a Cardholder required to access a terminal/ATMs. (w y) "RMB" means Renminbi, the lawful currency of PRC. (x z) "RMB Card" means either a Credit Card or Debit Card using RMB as means of denomination and payment and for use in Mainland China. (y aa) "Statement" means a monthly statement of account sent by the Bank to a Cardholder (or the Principal Cardholder where there is a Supplementary Card), setting out the state of account in the Card Account. (z bb) "Supplementary Card" means a Card from time to time issued by the Bank to a "Supplementary Card" means a Card from time to time issued by the Bank to a Supplementary Cardholder at the joint requests of the Supplementary Cardholder and the Principal Cardholder. (a acc) "Supplementary Cardholder" means a person to whom a Card is issued at the joint requests of the Principal Cardholder and that person. (b add) "Tax Information" in respect of the Cardholder means: (i) any |
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| | documentation or information (and accompanying statements, waivers, and consents as the Bank may from time to time require or as the Cardholder may from time to time give) relating, directly or indirectly, to the tax status of the Cardholder; (ii) Personal Information of the Cardholder; and (iii) Account Information. (e ee) "Transaction" means any payment for supply of goods and/or services, cash advance, cash withdrawal or deposit or transfer, whether effected with or without the signature of the Cardholder, at any approved point of sale terminal, by telephone, fax, mail, through electronic means or otherwise, and includes "Mastercard contactless Transaction", "Visa payWave Transaction" or "UnionPay QuickPass Transaction". (e eff) "Mastercard contactless Transaction", "Visa payWave Transaction" or "UnionPay QuickPass Transaction" means any acquisition of goods or services, including cash advance, cash withdrawal or deposit or transfer whether authorized by the Cardholder or not (subject always to the limit of liability under Clause 10) effected through the contactless payment application device introduced by the Bank on such terms as the Bank may announce from time to time and known as "Mastercard contactless", "Visa payWave" or "UnionPay QuickPass". (e egg) Unless the context requires otherwise:- (i) words denoting one gender shall include all other genders; and (ii) words denoting the singular shall include the plural and vice versa. |
| 3. | Security Measures to be taken by Cardholder The Card and PIN (a) The Cardholder shall sign the Card immediately upon receipt. (b) The Card is the property of the Bank and must be surrendered to the Bank upon demand. (c) The Cardholder shall at all times take reasonable care of the Card and, the PIN, the OTP and the Mobile Device and keep the Card and the Mobile Device safely under his personal control and the PIN and the OTP secure and confidential to prevent fraud. In particular: (i) Transaction instructions must be given in such a way that no confidential information is disclosed to any third party. The Bank shall not be liable in any way for any disclosure (whether or not authorized or intended) of confidential information to any third party arising out of or in the course of the giving of a Transaction Instruction except in case of wilful default or negligence on the part of the Bank. (ii) The Cardholder shall under no circumstances disclose the PIN and/or the OTP to any person, or allow the Card and, the Mobile Device, the PIN and/or the OTP to be used by any other person. (iii) The Cardholder shall destroy the original printed copy of the PIN. (iv) The Cardholder shall in no circumstances write down the PIN and/or the OTP on the Card or on anything usually kept with or near the Card. (v) The PIN and the OTP shall always be disguised if written down or recorded in any form. |

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| 10. | Loss and Theft (a) The Cardholder must report to the Bank and to the Police in writing as soon as reasonably practicable after he finds any loss or theft of the Card (including both the Principal Card and/or the Supplementary Card) or disclosure of the PIN and/or the OTP to any unauthorized Person or loss or theft of the Mobile Device. The Principal Cardholder and the Supplementary Cardholder shall be responsible for all Transactions, costs and damages effected or caused by the use of the Card whether or not authorized by the Cardholder (including either the Principal Cardholder or the Supplementary Cardholder). (b) If the Cardholder reports the loss or theft of the Card or the Mobile Device or unauthorized disclosure of the PIN and/or the OTP and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Card and the Mobile Device and the secrecy of the PIN and the OTP and keep the PIN and the OTP separately from the Card) the maximum liability of the Cardholder shall not exceed HKD500.00. (c) The limit of liability is confined to loss specifically related to the Credit Card Account and in circumstances described above and does not cover cash advance, or Debit Card, or cases involving fraud or negligence or when the Cardholder has failed to inform the Bank as soon as reasonably practicable after having found that the Card or the Mobile Device (as the case may be) has been lost or stolen or that there has been an unauthorized disclosure of the PIN and/or the OTP when the Cardholder is liable for all losses. |
| 13. | Exclusion of Liability 13.1. The Bank and/or any Bank Group Company shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied; (b) the refusal of any Person or terminal to honour or accept a Card; (c) the malfunction of any computer terminal or contactless payment application device; (d) the giving of a Transaction Instruction other than by a Cardholder; (e) any statement made by any Person requesting the return of the Card or any act performed by any Person in conjunction therewith; (f) the exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other |

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| | Person or computer terminal; (g) the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 12 herein; (h) the Bank doing any act or taking any actions pursuant to Clause 14 of this Agreement; (i) the wilful default or negligence of the Cardholder; (j) the Cardholder's use of the OTP online transaction authentication process provided by the Bank; and/or (k) any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card. 13.2. Nothing in Clause 13.1 of this Agreement shall exempt the Bank or any Bank Group Company (as the case may be) from liabilities where there is wilful default or negligence on the part of the Bank or where such exclusion is prohibited by the laws of Hong Kong. |
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Please note that you may refuse to accept the above amendments by giving notice to the Bank to terminate the relevant Dah Sing Credit Card account(s). Otherwise, the above amendments shall be binding on you if you continue to maintain and/or use your Dah Sing Credit Card(s) and/or use the relevant services of the Bank on or after the Effective Date. Please also note that the Bank may not be able to continue to provide you with the services in relation to the Dah Sing Credit Card(s) if you do not accept the above amendments.

The Bank may from time to time in the next 12 months require access to the consumer credit data held by the credit reference agency to review the existing consumer credit facilities (if any) of customers, including but not limited to increasing, decreasing or canceling the credit amount.

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

Dah Sing Bank, Limited

June 2022

Credit Card Security Tips

Beware of Fraudulent Website – Avoid being tempted by Freebies!

DO NOT input any personal information including bank account details (e.g. credit card number, verification code or PIN) via unknown hyperlink when received a SMS or email requesting you to register in return for freebies or offers via hyperlink. Beware of Fraudulent Website!

To learn more tips: dahsing.com/internetsecurity/en