

## Dah Sing Credit Card "Smart Choice" Balance Transfer Program Terms and Conditions

1. Dah Sing Credit Card "Smart Choice" Balance Transfer Program (the "**Program**") is only applicable to the cardholders of Credit Cards issued by Dah Sing Bank, Limited (the "**Bank**") and except cardholders of Supplementary Card, Renminbi Credit Card, Corporate Card, Cash Card, Debit Card, Spending Card, Go Smart Card, Private Label Card, Purchasing Card, Gift Card, UFO Credit Card, International Student Identity MasterCard, International Teacher Identity MasterCard and RMB Credit Card account of CUP Dual Currency Credit Card of the Bank (the "**Eligible Card(s)**") and no credit card reward programs (including (but without limitation) "Instant Cash Reward", "Cash Rebate" or "Bonus Point Scheme" and "Mileage Reward" Program) shall be made available for the Program.
2. Application for the Program (the "**Application**") may be made by a cardholder of an Eligible Card (the "**Applicant**") over the telephone and upon his / her Application, he / she will be deemed to have accepted these Terms and Conditions.
3. The granting of the loan by the Bank is subject to the information provided by the Applicant, which must be true and accurate, and is contingent upon the credit record of the Applicant having met the credit requirements of the Bank.
4. The loan amount to be borrowed under the Program by the Applicant shall not exceed the available credit limit of the relevant Eligible Card of the Applicant.
5. The Application is irrevocable and cannot be withdrawn by the Applicant once it is accepted and confirmed by the Bank (the "**Successful Application**"). The Bank may reject any Application at its sole and absolute discretion and without giving any reason therefor. The Bank may in its sole and absolute discretion determine the final loan amount (as opposed to the loan amount applied for) (the "**Loan Amount**") to be granted to a successful Applicant (the "**Successful Applicant**").
6. Upon Successful Application, the Bank shall disburse the Loan Amount to the credit card / loan / overdraft account(s) maintained by the Successful Applicant with third party financial institution(s) and / or finance company(ies) in Hong Kong as designated by the Successful Applicant (the "**Disbursement**") for the sole purpose of repaying the indebtedness owed by the Successful Applicant to such third party financial institution(s) and / or finance company (ies).
7. Upon each Disbursement, the Bank shall charge a handling fee of HK\$100 from the Balance Transfer Account (as defined below) of the Successful Applicant.
8. On or after the Disbursement, a confirmation letter shall be issued to the Successful Applicant recording the details of the Program made available to the Successful Applicant as a result of his / her Successful Application (the "**Confirmation Letter**"). The Confirmation Letter shall form part of the agreement between the Successful Applicant and the Bank in respect of the Program granted under the Successful Application of the Successful Applicant. The Confirmation Letter shall contain, inter alia, the details of the relevant Loan Amount, prevailing interest rate and disbursement information.
9. Upon Successful Application and Disbursement, a separate "Smart Choice" balance transfer repayment account will be created (the "**Balance Transfer Account**") under which the Loan Amount will be posted for repayment by the Successful Applicant. For the avoidance of doubt, no additional Balance Transfer Account will be created if the Successful Applicant already has a valid Balance Transfer Account and the credit limit of that Balance Transfer Account is to be shared with the credit limit of the Eligible Card account. The balance of the Balance Transfer Account will be shown in the

monthly statement of such account and the Balance Transfer Account will be cancelled without prior notice upon full repayment or termination of the relevant Eligible Card account for whatever reasons. Any positive balance in the Balance Transfer Account after full repayment will be transferred by the Bank to any other accounts (including, but without limitation, a joint account) the Successful Applicant maintains with the Bank at the Banks' sole and absolute discretion and without prior notice to the Successful Applicant.

10. The interest of outstanding amount under the Balance Transfer Account shall be calculated at the prevailing interest rate (as stated in the Confirmation Letter) on simple daily and a 365-day year basis starting from the date of Disbursement and the outstanding amount under the Balance Transfer Account and the interest thereof shall be repaid by the Successful Applicant in accordance with the payment provisions of the Dah Sing Credit / Debit Card Cardholder Agreement (Including RMB Cards). If there are 2 or more times of delinquent records in the past 12 consecutive months in respect of the Balance Transfer Account, the financial charge for the Balance Transfer Account outstanding will be forthwith adjusted to 31% p.a. (APR: 35.81%), and late fee will also be charged by the Bank.
11. The Applicant confirms that all information provided to the Bank in respect of the Application is true and correct and authorizes the Bank to verify any source the Bank may choose.
12. The Applicant acknowledges that the Applicant 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 Applicant 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.
13. The Applicant undertakes to advise the Bank whether:
  - (a) the Applicant 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 Applicant.
14. The Applicant represents and warrants that, in the absence of the advice mentioned in clause 13 above, the Applicant is not so related. The Applicant undertakes to advise the Bank in writing should the Applicant becomes so related subsequent to the Successful Application.
15. For the purpose of clause 13 above, "**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, or control the exercise of, 50% or more of the voting power.
16. Notwithstanding any provision to the contrary in these Terms and Conditions, the Bank expressly reserves the right at its sole and absolute discretion at any time with or without prior notice:-
  - (a) to increase, reduce, cancel, suspend, withdraw, terminate and / or modify the Program or any part or parts thereof whether used or unused; and / or

- (b) to exercise the overriding right of demand to the repayment of the Loan Amount (and interest) or any part or parts thereof.
17. The Bank shall be entitled to increase and / or vary the interest rate applicable to the Program by giving 60 days' prior written notice.
  18. The Successful Applicant shall inform the Bank as soon as possible of any difficulty in repaying any outstanding amount to the Bank. The Applicant shall also promptly inform the Bank in writing of all changes in employment, residential address or telephone number of the Applicant.
  19. The Successful Applicant may not assign the whole or any part of his / her 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.
  20. All notices, statements or correspondences given by the Bank may be sent by ordinary post to the Applicant's last known address and shall be deemed to have been delivered immediately after posting. All notices or correspondences given by the Applicant shall be deemed to have been received upon actual receipt by the Bank.
  21. In the course of providing the services under these Terms and Conditions, the Bank may record verbal instructions received from the Applicant and / or any verbal communication between the Applicant and the Bank.
  22. All terms and conditions herein are subject to the provisions set out in the relevant Confirmation Letter. Any terms and conditions (including fees and charges) of the Program may be altered from time to time by the Bank at its sole and absolute discretion. The Bank will, without prejudice to clause 16 above, notify the Successful Applicant of such alteration by written notice sent to the Successful Applicant's last known address notified to the Bank, or by any other channels that the Bank may deem fit under different circumstances.
  23. 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.
  24. No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.
  25. 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 express 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.
  26. These Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
  27. In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.

Dah Sing Bank, Limited  
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