

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

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

1. Notwithstanding paragraph 2 below, if you report the loss or theft of the Debit Card, the Mobile Device and / or the PIN or unauthorized disclosure of the PIN, the OTP and / or any Debit Card information as soon as reasonably practicable after you are aware of any of the said loss, or unauthorized disclosure and had acted diligently and in good faith (including taking reasonable steps to safeguard the safety of the Debit Card and the Mobile Device and the secrecy of the PIN, the OTP and Debit Card information and keep the PIN and the OTP separately from the Debit Card) your maximum liability shall not exceed HKD500.
2. Without prejudice to paragraph 1 above, you are responsible:
 - (a) even if you do not sign a sales slip (including where a transaction may be effected by telephone, mail, electronic means or direct debit arrangement without a sales slip or without your signature);
 - (b) even if the signature on the sales slip is different from the signature on your Debit Card;
 - (c) even if the transaction is effected involuntarily;
 - (d) for all transactions effected by the use of your Debit Card, PIN, OTP and Mobile Device (including but not limited to all related fees and charges); and / or
 - (e) for any failure to comply with the relevant Terms and Conditions by the Debit Card Cardholder.
3. You shall remain liable for any unauthorized transaction if:-
 - (a) you have knowingly (whether or not voluntarily) permitted any other person to use your Debit Card, PIN, OTP or Mobile Device; or
 - (b) you have acted fraudulently or with gross negligence in using or safeguarding your Debit Card, PIN, OTP or Mobile Device; your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Debit Card, PIN, OTP or Mobile Device can be treated as your gross negligence.

4. If you effect a transaction when there are insufficient funds in the related Bank Account(s) to process such transaction and there is / are cost, expenses, loss or damage incurred to or suffered by the Bank arising from or in relation to such transaction, you shall fully indemnify the Bank against any such cost, expenses, loss or damage, and the Bank shall have the right to settle the relevant cost, expenses, loss and / or damage by debiting any of your Bank Account(s) in such manner as the Bank considers appropriate.
5. When you make a transaction by using your Debit Card, the relevant transaction amount will be temporarily held until the actual transaction amount is deducted from your applicable Card Account(s) / Bank Account(s). Please note that the transaction amount temporarily held from your applicable Card Account(s) / Bank Account(s) will be rounded up to the nearest cent.
6. You shall not, whether with or without your knowledge, use your Debit Card, PIN, OTP or Mobile Device to effect any transaction which can contravene the laws of any jurisdiction.
7. You agree that when your Debit Card, PIN, OTP or Mobile Device is used to effect, process or conduct any transaction, it is or shall be deemed to be used with your authority and knowledge whether or not you have actually authorised and / or have knowledge of the use of your Debit Card, PIN, OTP or Mobile Device and we shall debit against your relevant bank account(s) any such amount transacted or processed through the use of your Debit Card, PIN, OTP or Mobile Device.
8. The Bank will give prior notice for any change in the level of fees and charges in connection with your use of the Debit Card Services.
9. Please notify the Bank in writing of any errors, discrepancies, unauthorized debits or other transactions or entries on Bank Account(s) statements arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence, within 90 days after delivery; otherwise, the balance shown in such statements shall be final and conclusive and you shall be deemed to have agreed to waive your rights to raise objections or pursue any remedies against the Bank. Notwithstanding the aforesaid, in case of any errors, discrepancies or unauthorized purchase transactions related to your Debit Card, please refer to the Bank's Debit Card / ATM Card Chargeback Mechanism for details / necessary actions to be taken; for any enquiry about the aforesaid, please call our Customer Service Hotline 2828 8000, visit the Bank's website or visit any of our branches during business hours.

10. Where your applicable Bank Account(s) is / are in joint names, we may (at our sole discretion) issue the Debit Card to anyone who is authorised singly to operate your applicable Bank Account(s) subject to the following:-
- (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Debit Card, the Debit Card Services and the Terms and Conditions; and
 - (b) any notice from us to any one of such persons will be considered an effective notice to all such persons.

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

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