

## **Terms and Conditions for Cardless Withdrawal Service**

- 1. These terms and conditions apply to and govern your use of the Cardless Withdrawal Service (the "Service") provided by Dah Sing Bank, Limited (the "Bank"). By registering or using the Service, you accept and agree or are deemed to accept and agree to these terms and conditions. If you do not accept these terms and conditions, please stop registering or using the Service.
- 2. These terms and conditions are in addition to and shall be read in conjunction with, if applicable, the Master Terms and Conditions / Master Terms and Conditions for VIP Banking Services of the Bank, and the Mobile App User Agreement of the Bank (collectively, the "Existing Terms"). Unless otherwise specified, the provisions of these terms and conditions prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the Service.
- 3. The Service provides you an alternative means to withdraw cash from any of your Hong Kong dollar deposit account(s) maintained with the Bank at a designated Automated Teller Machine (ATM) by providing cash withdrawal instruction to the Bank through Dah Sing Bank Mobile App (the "App") duly installed on your designated mobile device without an ATM card.
- 4. In order to use the Service, you must:
  - (a) be a valid user of Dah Sing e-Banking / Mobile Banking Services;
  - (b) install the App on your designated mobile device with camera function;
  - (c) hold a valid ATM Card issued by the Bank (with a personal identification number ("PIN")) which is linked with a HKD Current Account or Savings Account maintained with the Bank;
  - (d) have completed the setup of small value transfer limit for the maximum total value of payments you can transfer and remit for certain designated services including cash withdrawal, transfers and payment as may be specified by the Bank from time to time (the "Small Value Transfer Limit"); and
  - (e) have provided the Bank with valid mobile phone number and email address for the Bank to send relevant notifications in relation to your use of the Service.
- 5. The daily cash withdrawal limit of the Service is capped by the Small Value Transfer Limit set by you. Notwithstanding the aforesaid, the Bank has the right to adjust the daily cash withdrawal limit of the Service with or without prior notice to you.
- 6. To use the Service to withdraw cash in Hong Kong dollars or such other currency(ies) as may be specified by the Bank from time to time, you have to take the following steps:
  - (a) set up a cash withdrawal instruction under the Service via the App (the "Withdrawal Instruction");



- (b) visit any ATM which supports UnionPay cardless withdrawal service (UnionPay QRC withdrawal service) (the "QR Cash ATM"); and
- (c) scan the on-screen Quick Response (QR) code at the QR Cash ATM, input your PIN and withdraw cash in the amount specified in the Withdrawal Instruction.
- 7. Each Withdrawal Instruction is valid for 60 minutes from the time the instruction is successfully set up on the App (the "Validity Period"). If you do not withdraw the cash within the Validity Period, the Withdrawal Instruction will be automatically cancelled without prior notice.
- 8. You may vary or cancel the Withdrawal Instruction through the App within the Validity Period before the withdrawal is made. If you vary the Withdrawal Instruction, you will still have to withdraw the cash within the Validity Period. The Validity Period will not be extended even if the Withdrawal Instruction is varied.
- 9. If there is no available or insufficient fund in the designated withdrawal account, the Withdrawal Instruction will be rejected.
- 10. The Bank will notify you via SMS and email, or such other means as the Bank deems fit each time after a Withdrawal Instruction is successfully executed.
- 11. Handling fee may be charged on you for executing the Withdrawal Instruction via the QR Cash ATM. You will be solely responsible for any such handling fee. For the details of the handling fee, please refer to the latest "Bank Service Charges" of the Bank or contact the Bank's staff at a branch.
- 12. You must take all reasonable precautions to keep safe and prevent loss, unauthorised or fraudulent use of your designated mobile device and security information. You will notify the Bank as soon as possible if you know or suspect that your designated mobile device has been lost or stolen or that any unauthorised transactions have occurred.
- 13. You will be liable for all losses (including (but without limitation) losses arising from any unauthorised transactions) if you have acted fraudulently or with gross negligence, or allowed any third party to use your designated mobile device, or failed to comply with your obligations under these terms and conditions, the Existing Terms, the security information and / or other relevant documents as provided by the Bank from time to time.
- 14. You shall indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a full indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence



or misconduct on the part of the Bank) that may be incurred by the Bank in connection with any improper use of the Service by you.

- 15. In addition to and without limiting the disclaimers and exclusions of liability of the Bank in the Existing Terms:
  - (a) the Bank will not be liable for any loss incurred or suffered by you:
    - (i) in connection with the use or attempted use of the Service, or your instructions, or any unauthorised transactions through or in connection with the Service;
    - (ii) due to any failure or delay in providing the Service for any reason including as a result of failure or error of any computer or electronic system or equipment or the App, the unavailability of cash in the QR Cash ATM and / or the unavailability of a QR Cash ATM near you;
    - (iii) if your withdrawal account is closed, frozen, or inaccessible for any reason; or
    - (iv) if you are unable to log in Dah Sing Mobile Banking Services to use the Service for whatever reason; and
  - (b) the Bank does not represent or warrant that the Service will be accessible at all times, or be compatible with any electronic equipment, software, infrastructure or other services that the Bank may offer from time to time. The Bank will not be liable for any loss incurred by you as a result of this.
- 16. The Bank reserves the right to modify, suspend or terminate the Service or its use by you at any time without giving prior notice or reason if the Bank reasonably considers necessary or advisable to do so. These cases may include (but without limitation) actual or suspected breach of security or scheduled maintenance.
- 17. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 18. These terms and conditions may be amended or modified by the Bank at its sole and absolute discretion at any time and from time to time by posting the revised version on the App and / or the website of the Bank. You hereby agree that your access to or the availability to you of the Service after the relevant effective date of such revised terms and conditions shall constitute your acceptance of such revised terms and conditions.
- 19. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong). 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.

20. The Chinese version of these terms and conditions is for reference only. Should there be any inconsistency or conflict between the English and Chinese versions of these terms and conditions, the English version shall prevail.