

### Terms and Conditions for e-Alert Service

To: Dah Sing Bank, Limited (“**Bank**”)

In consideration of the Bank agreeing to provide the e-Alert Service to me/us, I/we hereby accept and agree to be bound by the following terms and conditions:

#### e-Alert Service

1. I/We hereby agree that “e-Alert Service” refers to the Bank’s provision of electronic notification service to me/us (including but not limited to the sending of ATM Card e-Receipts, Inward Remittance Alerts, e-Bill Summary Reminders, e-Bill Due Date Reminders, e-Donation Receipt Notifications and/or e-Payment Receipt Notifications to me/us as per my/our instructions via SMS messages and/or emails from time to time).
2. I/We hereby agree to provide my/our updated and correct email address and mobile phone number to the Bank in order to receive e-Alert via SMS messages or emails as the case may be from the Bank. If there is any change to the email address and/or mobile phone number provided to the Bank for receiving the e-Alert, I/we undertake to notify the Bank immediately.
3. I/We understand that the e-Alert Service is only available to me/us provided that I/we have appropriate internet and telecommunications services, equipments (including both software and hardware) and such other services, equipments and facilities specified by the Bank from time to time (“**Equipments**”) and I/we hereby agree that I/we shall keep the Equipments secure and shall take all reasonable measures to prevent unauthorised access thereof. I/We also agree to bear any fees, charges or expenses which may be imposed by any telecommunications company or service providers (whether or not designated by the Bank) providing or servicing me/us telecommunications or internet services in connection with the e-Alert Service.
4. All alert messages of e-Alert Service will only be sent to me/us once. It is my/our sole responsibility to check my/our email account and/or mobile phone regularly for such alert messages.
5. I/We understand that the default language used for the SMS messages is traditional Chinese. If I/we wish to receive SMS messages in English, I/we shall contact the Bank for the relevant arrangement.
6. If I/we subscribe to the “ATM Card e-Receipt” of e-Alert Service, I/we understand that an e-Receipt will be automatically sent to the email address and/or mobile phone number registered with the Bank every time after a transaction is carried out via Automated Teller Machines (“**ATM**”) located in Hong Kong or overseas or the Bank’s cash deposit machine or cash & cheque deposit machine through the use of the registered ATM card, regardless of whether I/we choose to receive physical “Customer Advice” issued by such ATM or cash deposit machine or cash & cheque deposit machine during such transaction (save and except my/our checking of account balance via ATM, cash deposit machine or cash & cheque deposit machine and other transactions as may be designated by the Bank from time to time).

#### Security

7. I/We hereby agree and undertake that I/we shall at all times keep the password(s) for the email address and/or mobile phone number registered with the Bank for e-Alert Service and the password(s) for gaining access to the e-Banking Service of the Bank secure and confidential and shall not disclose or permit them to be disclosed to any unauthorised person (including staff of the Bank).
8. I/We confirm that I/we have assessed and analysed and I/we understand, acknowledge and accept all possible risks involved in receiving the e-Alerts by email and/or mobile phone including, without limitation, the e-Alert details being intercepted, monitored, amended, tampered with or being sent or disclosed to other parties without my/our authorisation.
9. I/We undertake to inform the Bank immediately (by calling the Bank’s customer service hotline at 2828 8168 or visiting any one of the Bank’s branches) if any email, SMS message, website hyperlink or the e-Banking Account of the Bank appears to be irregular.
10. I/We also undertake to inform the Bank immediately of all matters which may have an impact on or otherwise affect the Bank’s provision or my/our use of the e-Alert Service including, without limitation, if I/we know or suspect that someone knows the password of the email address and/or mobile phone number registered with the Bank for e-Alert Service or the log-in password of the e-Banking Account or there was unauthorised access to the email account, mobile phone, e-Banking Account or any Equipments to which I/we receive the e-Alert or if my/our Equipment or internet service has or will be suspended, expired, disconnected or terminated.

### Liability

11. I/We hereby agree that the Bank shall not be liable or in any way be responsible for any loss, damages or expenses that I/we shall incur (including but not limited to any loss or damage caused to my/our data or Equipments) arising out of or in connection with my/our use of the e-Alert Service unless they are caused solely and directly by the Bank's negligence or willful default.
12. Neither the Bank, any of its affiliates, nor any of the telecommunications companies designated by the Bank (if any) for the purposes of providing the e-Alert Service shall assume any liability or responsibility for any failure or delay in providing the e-Alert Service or any error or failure in the e-Alert Service unless this results from negligence or willful default on the part of the Bank, any of its affiliates, or such telecommunications companies. In particular, neither the Bank, any of its affiliates, nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond the reasonable control of the Bank, its affiliates, or such telecommunications companies, including, without limitation, failure of the Equipments to receive the e-Alert for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or inadequacy of equipment or installation.
13. I/We hereby agree to compensate and indemnify the Bank against all losses, damages, costs, liabilities, charges or expenses (including legal and other professional advisors' fees) which may be incurred or suffered by the Bank in connection with the provision of the e-Alert Service to me/us and/or my/our breach of any of these terms and conditions. Our liabilities herein shall be joint and several.

### Others

14. I/We hereby agree that the Bank may impose such fees and charges as may be prescribed by the Bank from time to time in connection with the use of the e-Alert Service by me/us and I/we hereby authorize the Bank to debit any of the my/our accounts maintained with the Bank for all such fees and charges incurred.
15. I/We hereby agree that my/our use of the e-Alert Service shall be subject to any applicable laws, regulations, codes, guidelines or notices issued by any regulatory authority or government agency from time to time.
16. I/We understand and agree that the Bank shall have the discretion from time to time to suspend, modify, withdraw, cancel, discontinue or terminate the e-Alert Service without giving any reason or prior notice.
17. I/We understand and agree that the Bank shall have the discretion from time to time to amend these terms and conditions by giving me/us reasonable notice (by such means as the Bank shall deem appropriate).
18. I/We understand and agree that these terms and conditions are in addition and without prejudice to the Bank's terms and conditions that are applicable to my/our account(s) maintained with the Bank and as designated by the Bank. In the event of any inconsistency or conflict, these terms and conditions shall prevail to the extent of any such inconsistency or conflict.
19. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong. 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.

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