

Terms and Conditions for 328 Business Banking

General Terms & Conditions:

- i. Dah Sing Bank, Limited (the "Bank") reserves the right to amend or terminate any of the respective deposit rates, offers, other services and the relevant terms and conditions without prior notice. In case of any disputes, the decision of the Bank shall be final and conclusive.
- ii. The offers mentioned herein cannot be used in conjunction with other promotional offers of the Bank.
- iii. For fees, charges, terms and conditions related to the accounts and services of 328 Business Banking, 328 Business e-Banking and Dah Sing Business Card, please refer to the "Master Terms and Conditions", "328 Business e-Banking Service Agreement", "328 Business e-Banking Website User Agreement", "Important Notice for Using 328 Business e-Banking Service", "Terms and Conditions for Payroll / Autopay-Out Service", "Dah Sing Business Card Cardholder Agreement", "Bank Service Charges" and "List of Service Charges for Dah Sing Business Card" of the Bank. For details, please visit www.dahsing.com/biz/en or please contact the Bank's staff for details.
- iv. "328 Customer" refers to any company customer who holds a valid 328 Business Account (including a Multi-Currency Current Account ("328 Current Account") and a Multi-Currency Savings Account ("328 Savings Account")) at the Bank, but does not include any Corporate Banking Customer and Vehicle Finance Customer.
- v. If a 328 Customer's average daily "Total Relationship Value" is below HKD30,000 (or equivalent) in a calendar month, the 328 Customer will be charged with a monthly maintenance fee of HKD100 (or equivalent) for that calendar month. "Total Relationship Value" includes the deposit balance of all deposit account, loan outstanding of 328 SME loan accounts and latest market value of relevant investment accounts including fund/ bonds/ notes/ FX margin trading/ securities.
- vi. The Bank reserves the right to suspend, revise, terminate or withdraw any of the services / offers, interest rates mentioned herein at any time and to amend these Terms and Conditions from time to time, without prior notice.
- vii. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute arising under these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.
- viii. A person who is not a party to these Terms and Conditions may not enforce any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).
- ix. In case of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Terms and Conditions for 328 Business Account:

- x. 328 Business Account consists of a 328 Current Account and a 328 Savings Account. All of the said accounts will be listed in the 328 Business Account Consolidated Statement.
- xi. A maximum of 3 ATM cards are available for each 328 Business Account and the linked account should be the same for all the ATM cards applied for. Only the authorised signatories can apply for an ATM Card.

Terms and Conditions for 328 Business e-Banking and 328 Business Mobile Banking:

- xii. For details of the 328 Business e-Banking and 328 Business Mobile Banking services, please visit the Bank's websites at www.dahsing.com/328businessbanking/en and www.dahsing.com/biz/mobilebanking/en respectively or contact the Bank's staff.

Terms and Conditions for 328 SME Loan and Merchant Receivables Loan:

- xiii. The Bank has the absolute discretion to reject any application or to approve a loan facility of a lesser amount than that applied for and reserves the right to revise the loan amount, interest rate, fees and charges and other terms and conditions from time to time without giving any reasons. The final approved facility amount, interest rate, fees and charges and other terms and conditions are subject to the relevant loan documents being accepted and signed by the customer. The Bank reserves the right of final approval. In case of any disputes, the decision of the Bank shall be final and conclusive.
- xiv. The Bank reserves the right to request the customers to provide further related documents for loan approval.
- xv. For details of 328 SME Loan, SME Financing Guarantee Scheme and Merchant Receivables Loan, please contact the Bank's staff.

Terms and Conditions for Other Services:

- xvi. For details of the Merchant Payment Acceptance Services, please contact the Bank's staff.
- xvii. For details of the Easy Payroll Service, please visit the Bank's website at www.dahsing.com/biz/en or contact the Bank's staff.
- xviii. For details of the Dah Sing Business Card, please visit the Bank's website at www.dahsing.com/biz/card/en or contact the Bank's staff.

Terms and Conditions for Preferential Foreign Exchange Rates:

- xix. For the Preferential Foreign Exchange Rate applicable to a foreign exchange transaction completed by Customer with Premium Status only through 328 Business e-Banking or 328 Business Mobile Banking, please refer to the foreign exchange rates displayed on 328 Business e-Banking or 328 Business Mobile Banking respectively when the transaction is confirmed.

Terms and Conditions for 328 Business Account (Express):

- xx. Basic Bank Account Services of 328 Business Account (Express) do not include remittances involving cross-border fund movements or telegraphic transfer services through any available banking channels. If more banking services are desired in the future, the customer may be required to provide additional documents / information to the Bank.
- xxi. The Bank has the absolute discretion to reject any 328 Business Account (Express) application and reserves the right to revise the eligibility for 328 Business Account (Express) without giving any reasons. The Bank reserves the right of final approval. In case of any disputes, the decision of the Bank shall be final and conclusive.

To borrow or not to borrow? Borrow only if you can repay!
These services / products are not targeted at customers in the EU.