

「大新信用卡免息分期付款計劃」條款及細則

Terms and Conditions for "Dah Sing Credit Card Interest-Free Instalment Plan"

1. 大新信用卡免息分期付款計劃（「分期付款計劃」）申請之批核視乎大新銀行有限公司（「銀行」）的信用審批、相關大新信用卡之可用結餘及銀行是否已完成根據所有適用法律、規則及規管性規定所要求的步驟、檢查及程序而定。儘管前文所述，銀行具有全權及絕對酌情決定權接納或拒絕申請，而毋須給予任何理由。

Approval of the application of Dah Sing Credit Card Interest-Free Instalment Plan ("Instalment Plan") is subject to the Dah Sing Bank, Limited ("Bank")'s credit review, the remaining credit limit of the Dah Sing Credit Card and the Bank's satisfactory completion of the necessary steps, checks and procedures under all applicable laws, rules and regulatory requirements. Notwithstanding the foregoing, the Bank may at its sole and absolute discretion accept or reject the application without giving any reason.

2. 分期付款計劃乃銀行與大新信用卡持卡人（「持卡人」）間的貸款交易。持卡人特此要求銀行（在接納其申請後）提供免息貸款（「該貸款」）予持卡人，金額與持卡人因購買或接受由商戶提供的商品或服務（「該交易」）而應付予商戶的總金額（「交易價格」）相同，並要求銀行把該貸款全數代持卡人支付予商戶，以繳清交易價格。在受限於第 6 條的情況下，持卡人須根據大新信用卡免息分期付款計劃表格（「該表格」）內約定的按月供款期數償還該貸款，每期償還的金額等於交易價格除以總供款期數並向下調整至最接近的整數，而因該向下調整而導致的交易金額的差額（如有的話）將會包含於第一期供款內。該貸款不時仍未繳付的款項將從該卡的可用結餘中被扣減。

The Instalment Plan is a loan transaction between the Bank and the Dah Sing Credit Card Cardholder ("Cardholder"). The Cardholder hereby requests the Bank, upon its acceptance of the application, to advance an interest-free loan (the "Loan") to the Cardholder equivalent in amount to the total sum payable by the Cardholder to the Merchant for the goods or services to be provided by the Merchant (the "Transaction Price") (the "Transaction"), and to pay the entire Loan to the Merchant on the Cardholder's behalf for settlement of the Transaction Price. Subject to Clause 6, the Loan is repayable by the Cardholder by such number of monthly instalments as stipulated in the Dah Sing Credit Card Interest-Free Instalment Plan Application Form (the "Form"), with the amount of each instalment being equal to the Transaction Price divided by the number of instalments and adjusted downwards to the nearest integral number and the remaining balance of the Transaction Price arising out of such downward adjustments (if any) will be included in the first monthly instalment. The outstanding balance of the Loan from time to time will be counted against the credit limit of the Card.

3. 持卡人同意商戶可能會在該表格以後的日期或一段時期內才提供相關商品或服務。持卡人明白及確認（不論相關商品或服務於何時提供）銀行將在該交易完成後短時間內繳清交易價格全額，持卡人於任何情況下（不管商戶事實上有否向持卡人提供相關商品或服務，亦不受商品或服務的替換或變更、商戶退還交易價格款項或商戶破產、清盤或關閉之影響）均沒有權利停止或延遲任何分期付款計劃的還款，並有責任向銀行完全償還該貸款。有關該些商品或服務的任何爭議、或未能履行該交易或違責之事宜，持卡人確認及同意他 / 她將直接與商戶處理。持卡人亦確認銀行不會把該貸款或交易金額或其任何部份（不論以拒付或其他方式）退回給持卡人。

The Cardholder agrees that the relevant goods or services may be provided by the Merchant on a later date or throughout a period of time. The Cardholder understands and acknowledges that (regardless of the timing of provision of the goods or services) the total Transaction Price will be settled by the Bank shortly upon conclusion of the Transaction, and the Cardholder will not have the right to stop or defer any instalment payment and will be liable for full repayment of the Loan to the Bank in any circumstances (whether or not the Merchant actually delivers or provides the relevant goods or services to the Cardholder and notwithstanding replacement or change of goods or services, refund of the Transaction Price by the Merchant, or the closure, bankruptcy or winding-up of the Merchant). The Cardholder acknowledges and agrees that he / she should settle directly with the Merchant any disputes in relation to the goods or services or the failure or default in performance of the Transaction. The Cardholder further acknowledges that the Bank will not refund the Loan or Transaction Price or any part thereof (whether by way of chargeback or otherwise) to the Cardholder.

4. 分期付款計劃同時受限於大新信用卡持卡人合約（「該合約」）。如該合約和本條款及細則之間有任何差異，以本條款及細則為準。

The Instalment Plan is also subject to the Dah Sing Credit Card Cardholder Agreement (the "Agreement"). In the event of inconsistency between the Agreement and these Terms and Conditions, the latter shall prevail.

5. 持卡人同意銀行可自持卡人用作分期付款的大新信用卡賬戶（「該賬戶」）中扣除到期償付的每月供款額作償還該貸款之用，並同意於整個分期付款期間在該賬戶預留充足之信用額以繳付供款。

For repayment of the Loan, the Cardholder authorizes the Bank to debit the monthly instalment payment due from the designated Dah Sing Credit Card Account of the Cardholder (the "Account") and agrees to maintain sufficient credit limit in the Account during the whole instalment period.

6. 如該賬戶沒有或沒有足夠的信用額繳付到期的分期付款，或持卡人未能償還信用卡賬單中的最低還款額或其他費用，或持卡人違反本條款及細則或該合約，或持卡人停止使用分期付款計劃，或該賬戶被持卡人或銀行因任何理由終止，則銀行有權自該賬戶或持卡人的其他賬戶中扣除該貸款的未償還金額及其他費用及 / 或手續費，而不須給予通知。

In the event that there is no available or insufficient credit limit in the Account to meet the instalment due, the Cardholder fails to settle the minimum payment or other charges as stated in the credit card statement or breaches these Terms and Conditions or the Agreement, participation in the Instalment Plan is cancelled by the Cardholder, or the Account is terminated for whatever reason (whether by the Cardholder or the Bank), the Bank may without notice debit the outstanding amount of the Loan and any other charges and/or handling fees from the Account or other accounts of the Cardholder.

7. 銀行有權隨時取消分期付款計劃而不須給予事先通知，並可隨時要求持卡人立即償還該貸款的全數未還餘額及其他費用。尤其在該賬戶終止時，分期付款計劃將同時自動終止，持卡人須立即償還該些款項（銀行毋須發出付款要求）。

The Bank may terminate the Instalment Plan at any time without prior notice, and require the Cardholder to repay the balance of the entire Loan and other charges immediately at any time upon demand. In particular, the Instalment Plan shall terminate automatically upon termination of the Account and the Cardholder shall repay the aforesaid amount immediately without demand.

8. 分期付款計劃下的每月供款並不享有大新信用卡「有分共享」、「即刻有錢分」/「現金回贈」、「里數獎賞」及「JFT Dollar」獎賞計劃優惠及其他推廣計劃或折扣優惠。

The benefit of "Bonus Point Rewards", "Instant Cash Rewards" / "Cash Rebate", "Mileage Rewards" and "JFT Dollar" Reward Program of Dah Sing Credit Card and other promotional program or discount offer are not applicable to the monthly instalment repayment of the Instalment Plan.

9. 銀行只負責安排有關分期付款計劃的付款事宜，對有關商戶出售或提供的商品或服務、或交付或使用商品或服務之事宜不負任何責任。有關該些商品或服務的質素或供應或相關的知識產權，銀行並不作任何陳述或保證。本條款及細則列明銀行有關該交易及分期付款計劃的所有責任，銀行於本條款及細則下並沒有其他隱含責任或義務。

The Bank is only responsible for arranging payment facilities through the Instalment Plan and shall not be liable howsoever for the goods or services sold or provided by the Merchant or the delivery or use of the same. The Bank makes no representation or guarantee as to the quality and availability of the relevant goods or services or the intellectual property right in respect of the same. These Terms and

Conditions set out all the duties of the Bank in connection with the Transaction and the Instalment Plan. No other implied duties or obligations of the Bank shall be read into these Terms and Conditions.

10. 為該交易或持卡人申請分期付款計劃之目的，持卡人授權銀行向商戶披露他 / 她的個人資料。

The Cardholder authorizes the Bank to disclose his / her personal data to the Merchant in connection with the Transaction or the Cardholder's application for the Instalment Plan.

11. 銀行保留全權及絕對酌情決定權，按適用的業務守則要求給予事先通知更改本條款及細則。

The Bank may at its sole and absolute discretion alter these Terms and Conditions by giving such prior notice as required by the applicable code of practice.

12. 持卡人確認並同意銀行可就安排該交易之付款事宜向商戶收取佣金或回佣。

The Cardholder acknowledges and agrees that the Bank may receive commission or rebate from the Merchant for arranging financing for the Transaction.

13. 持卡人同意向銀行彌償任何因持卡人違反其於分期付款計劃下之責任而引起的、或與之相關的損失、損害、費用及支出。

The Cardholder agrees to indemnify the Bank against any loss, damage, costs and expenses resulting from or in connection with any breach in the performance of the obligation of the Cardholder in the Instalment Plan.

14. 持卡人授權商戶把該表格以銀行不時接受的方式交回或寄回銀行，且銀行有權（但非有責任）視收到之任何副本在任何方面皆為真實、正確、完整及對持卡人具約束力的。

The Cardholder authorizes the Merchant to return or send the Form to the Bank in such manner from time to time acceptable to the Bank, and the Bank is entitled (but not obliged) to deem any copy received as true, correct and complete in all respects and binding on the Cardholder.

15. 如有任何爭議，銀行保留最終決定權。

In case of any disputes, the Bank reserves the right to make final decision.

16. 如本條款及細則之中英文版本有任何歧異，概以英文版本為準。

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