

【大新信用卡商戶分期付款計劃】條款及細則

重要提示: 在閣下使用由大新銀行有限公司 (「銀行」, 包括其繼承人及受讓人) 提供的[大新信用卡商戶分期付款計劃] (「分期計劃」) 購買產品或服務 (「有關交易」) 之前, 請仔細閱讀並確保閣下明白本條款及細則。

本條款及細則附加於大新「信用卡」或「簽賬卡」持卡人合約 (「持卡人合約」) 並成為其一部份。持卡人合約的條款適用於分期計劃, 只要有關係款為相關及不與本條款及細則有抵觸。除非另有規定, 如本條款及細則與持卡人合約的條款就分期計劃而言有任何抵觸, 一概以前者為準。

透過申請分期計劃, 閣下即被視為已閱讀、明白及接受本條款及細則以及持卡人合約的條款。

1. 分期計劃只適用於銀行不時指定之大新信用卡 (「信用卡」) 的持有人 (「持卡人」) 並只適用於銀行不時指定之商戶 (「商戶」)。分期計劃的申請之批核須視乎銀行的信用審批、相關信用卡的可用信用額及銀行是否已滿意地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。儘管有前述條文, 銀行具有全權及絕對酌情決定權接納或拒絕任何分期計劃的申請, 而毋須給予任何原因。
2. 分期計劃的申請一經被接納, 持卡人即被視為指示及授權銀行 (a) 提供一筆免息貸款 (「該貸款」) 予持卡人, 貸款金額為持卡人因進行有關交易而須向商戶支付的總金額 (「貸款金額」); (b) 向商戶全數支付有關交易金額; (c) 把貸款金額記賬至進行有關交易之信用卡戶口 (「信用卡戶口」); 及 (d) 根據貸款金額扣減信用卡戶口的可用信用額, 持卡人須按銀行同意的分期期數按月分期攤還貸款金額 (「每月供款」)。每月供款的金額等於貸款金額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貸款金額的差價 (如有的話) 將包含於第一期供款內。每月供款將會以一般信用卡簽賬交易的形式每月記賬於信用卡戶口, 並須由持卡人以同等方式償還。銀行會根據持卡人所償還及銀行實際收到的每月供款金額相應還原信用卡戶口的可用信用額。所有經持卡人所償還的每月供款均不能被撤銷。

3. 倘若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持卡人合約，或信用卡戶口被持卡人或銀行因任何理由終止，則銀行有權自信用卡戶口或持卡人的其他賬戶中扣除貸款的未償還金額及其他費用及 / 或手續費，而毋須給予通知。倘若持卡人未有償還任何一期的每月供款，銀行將會向其收取於大新信用卡 / 貴賓卡服務收費一覽表中所顯示之逾期費用或銀行不時公佈之其他逾期費用。
4. 分期計劃的申請一經被接納，持卡人不能取消或撤銷於分期計劃下與商戶進行之有關交易。銀行在任何情況下都不會就有關交易下所提供之產品或服務，或與該等產品或服務之交付或使用有關的事宜負任何責任。銀行不會就有關產品或服務的質素、供應或任何其他事宜作任何陳述或保證。持卡人須直接與商戶解決任何與有關交易相關的爭議、索償或投訴。不論有關爭議、索償或投訴是否獲得解決及在任何其他情況下 (包括但不限於不管商戶事實上有否向持卡人提供相關產品或服務，亦不受相關產品或服務的替換或變更、商戶退還有關交易款項或商戶關閉、破產或清盤之影響)，持卡人將須繼續承擔償還全數貸款欠款及持卡人於分期計劃下的所有其他欠款，而銀行亦會繼續把餘下未償還的每月供款記賬至信用卡戶口。
5. 當分期計劃及 / 或信用卡戶口因任何原因被終止或取消 (不論是由銀行或持卡人作出)，持卡人違反本條款及細則及 / 或持卡人合約或持卡人未有償還最低還款額及 / 或其他費用，貸款的全數未還餘額及持卡人於分期計劃下的所有其他欠款將即時到期並須由持卡人償還。
6. 銀行有權隨時終止分期計劃，並可隨時要求持卡人即時償還貸款的全數未還餘額及持卡人於分期計劃下的所有其他欠款。
7. 銀行及商戶可全權酌情決定分期計劃不可與任何其他推廣優惠同時使用。所有與分期計劃有關的事宜及爭議，須以銀行之最終決定為準。
8. 持卡人並不會因為銀行把整個貸款金額或每月供款記賬至信用卡戶口而可根據任何信用卡獎賞計劃或推廣獲得或被提供任何現金獎賞、回贈、其他獎賞、積分、優惠或利益，而持卡人亦不會因為於分期計劃下作任何還款而可獲得任何該等現金獎賞、回贈、其他獎賞、積分、優惠或利益。

9. 銀行可全權酌情隨時透過給予持卡人事先通知更改本條款及細則。
10. 持卡人授權銀行可向相關商戶及 / 或卡收單機構就有關交易及 / 或分期計劃披露持卡人的個人資料。
11. 持卡人同意向銀行彌償任何因持卡人違反其於有關交易、分期計劃及 / 或本條款及細則下之責任而引起的、或與之相關的損失、損害、費用及支出。
12. 如持卡人欲根據「商戶分期付款計劃 7 天冷靜期」安排提出要求於貸款提取日後 7 個曆日內全數清還貸款，有關要求須按照「商戶分期付款計劃 7 天冷靜期」安排之條款及細則作出並受限於該條款及細則。
13. 除了持卡人及銀行外，任何人士均不享有《合約 (第三者權利) 條例》下的任何權利使該人士能夠強制執行本條款及細則之任何條文或享有該等條文下之權利。
14. 本條款及細則受香港特別行政區 (「香港」) 法律管轄並按其詮釋，雙方同意接受香港法院的非專屬司法管轄權。
15. 本條款及細則的中文版本只供參考。如本條款及細則的中、英文版本有任何不一致或衝突之處，概以英文版本為準。

Terms and Conditions for [Dah Sing Credit Card "Merchant Instalment Purchase Plan"]

IMPORTANT: Please read these Terms and Conditions carefully and make sure that you understand them before you make any purchase of goods or services ("Transaction") under the [Dah Sing Credit Card Merchant Instalment Purchase Plan] ("Plan") offered by Dah Sing Bank, Limited ("Bank", which expression shall include its successors and assigns).

These Terms and Conditions supplement and form part of the Dah Sing Credit / Debit Card Cardholder Agreement ("Cardholder Agreement"). The provisions of the Cardholder Agreement apply to the Plan to the extent that they are relevant and not inconsistent with the provisions herein. Unless otherwise specified, the provisions of these Terms and Conditions prevail if there is any inconsistency between these Terms and Conditions and the provisions of the Cardholder Agreement with respect to the Plan.

By making an application for the Plan, you are deemed to have read, understood and accepted these Terms and Conditions as well as the Cardholder Agreement.

1. The Plan is only available to the holders of the Dah Sing Credit Cards designated by the Bank from time to time ("Cards") ("Cardholders") and is only applicable to such merchants as may be designated by the Bank from time to time ("Merchants"). Approval of the application for the Plan is subject to the Bank's credit review, the remaining credit limit of the relevant 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 reserves the right to approve or reject any application for the Plan at its sole and absolute discretion without providing any reason.
2. **Upon approval of an application for the Plan, Cardholder shall be deemed to have instructed and authorised the Bank to (a) advance an interest-free loan ("Loan") to the Cardholder equivalent in amount to the total sum payable by the Cardholder to the Merchant for the Transaction ("Loan Amount"); (b) make full payment of the Transaction amount to the Merchant; (c) debit the Loan Amount to the account of the Card through which the Transaction is effected ("Card Account"); and (d) reduce the credit limit of the Card Account by the Loan Amount which shall be repayable by the Cardholder to the Bank in such number of monthly instalments as agreed with the Bank ("Monthly Instalments").** The amount of each Monthly Instalment shall equal to the Loan Amount divided by the number of instalments and adjusted downwards to the nearest integral number and the remaining balance of the Loan Amount arising out of such downward adjustments (if any) will be included in the first Monthly Instalment. Each Monthly Instalment will be debited to the Card Account as a normal card transaction on a monthly basis and shall be settled by the Cardholder in the same manner. The Bank will restore the credit limit of the Card Account by the amount of Monthly

Instalment(s) paid by the Cardholder and actually received by the Bank. All Monthly Instalments paid by the Cardholder are irrevocable.

3. **In the event that 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 Cardholder Agreement, 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 Card Account or other accounts of the Cardholder.** A late fee as specified in the List of Service Charges for Dah Sing Credit Card / Private Label Card or as may otherwise be announced by the Bank from time to time will be levied if the Cardholder fails to settle any Monthly Instalment.
4. Once an application for the Plan is approved by the Bank, **Cardholder is not allowed to cancel or revoke the Transaction with a Merchant under the Plan.** The Bank shall in no event be liable for any matter in relation to the goods or services provided under the Transaction or the delivery or use of the same. The Bank makes no representation or guarantee as to the quality, availability or any other matter in relation to the relevant goods or services. **Cardholder is responsible for resolving any dispute, claim or complaint in relation to the Transaction directly with the relevant Merchant. Cardholder shall continue to be liable for the entire outstanding Loan amount and all other amount owing by the Cardholder under the Plan regardless of whether the relevant dispute, claim or complaint is resolved and in any other circumstances (including without limitation whether the Merchant actually delivers or provides the relevant goods or services to the Cardholder and notwithstanding replacement or change of the relevant goods or services, refund of the Transaction amount by the Merchant, or the closure, bankruptcy or winding up of the Merchant) and the Bank will continue to debit the remaining Monthly Instalment(s) to the Card Account.**
5. Upon termination or cancellation of the Plan and/or Card Account for whatever reason (whether by the Bank or Cardholder), breach of these Terms and Conditions and / or the Cardholder Agreement by the Cardholder or failure of the Cardholder to settle the minimum payment and/or other charges, the entire outstanding Loan amount together with all other amount owing by the Cardholder under the Plan shall become immediately due and payable by the Cardholder.
6. The Bank may terminate the Plan at any time and require Cardholder to repay the entire outstanding Loan amount together with all other amount owing by the Cardholder under the Plan immediately at any time upon demand.
7. The Plan cannot be used in conjunction with any other promotional offers as determined by the Bank and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Bank.

8. No cash reward, rebate, other reward, point, benefit or advantage under any credit card reward programme or scheme of the Bank will be credited or provided to the Cardholder as a result of the debiting of the total Loan Amount or Monthly Instalments to the Card Account, and the Cardholder will not be entitled to any of such cash reward, rebate, other reward, point, benefit or advantage by making any repayment under the Plan.
9. The Bank may at its sole and absolute discretion amend these Terms and Conditions at any time by giving prior notice to the Cardholder.
10. **Cardholder authorises the Bank to disclose his / her personal data to the relevant Merchant(s) and / or card acquirer in connection with the Transaction and / or the Plan.**
11. **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 obligations of Cardholder under the Transaction, the Plan and / or these Terms and Conditions.**
12. If Cardholder would like to initiate a request under the "Merchant Instalment Purchase Plan 7-day Cooling-off Period" Arrangement to early settle the Loan in full within 7 calendar days of the drawdown date, the request will have to be made in accordance with and is subject to the Terms and Conditions for "Merchant Instalment Purchase Plan 7-day Cooling-off Period" Arrangement.
13. No person other than the Cardholder and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions under these Terms and Conditions.
14. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
15. The Chinese version of these Terms and Conditions is for reference only. If there is any inconsistency or conflict between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.