

# 星展銀行(香港)有限公司

## 信用卡免息分期貸款條款及細則

在使用由星展銀行(香港)有限公司(下稱「本行」,定義包括其繼任人及承讓人)提供之信用卡免息分期貸款(下稱「分期貸款」)於商戶(下稱「商戶」)購買(下稱「分期購物」)產品或服務(下稱「貨品」)之前,請你仔細閱讀並了解本信用卡免息分期貸款條款及細則(下稱「本條款及細則」)。

本條款及細則與適用於本行發予你並被用作分期貸款之相關信用卡之條款及細則(下稱「信用卡使用條款」)同樣適用。本條款及細則所用之字眼及詞句與信用卡使用條款所定義之字眼及詞句具有相同意思。就分期貸款而言,如本條款及細則與信用卡使用條款有任何抵觸,一概以前者為準。

透過簽署信用卡免息分期貸款申請表申請分期貸款,你將被視為已細閱及明白本條款及細則並同意受其約束。

### A. 分期貸款之提供

1. 分期貸款只提供予本行不時指定之信用卡之持卡人,供其購買貨品,本行保留權利限制使用分期貸款可購買之貨品範圍(包括指定最低價值)。所有分期貸款之申請須經本行以絕對酌情權批核。如分期購物並非以指定信用卡簽賬或購買之貨品在本行指定範圍以外,則本行可把簽賬以一次過付款方式全數從相關信用卡戶口中扣除,該等付款將不能被取消。
2. 分期貸款之批核須視乎你的信用卡之可用信貸限額及信用卡戶口狀況而定。分期期數及每期供款金額將按你之要求,經本行絕對酌情批核決定。

### B. 你的責任

3. 透過填寫及簽署信用卡免息分期貸款申請表(或任何其他本行接受之方式)申請分期貸款,你茲要求本行以免息貸款之方式預借予你分期購物所須支付之全數金額(下稱「貸款總額」)。你亦指示及授權本行把貸款總額全數支付予商戶及按本行同意之分期期數及每期供款金額按月分期從你的信用卡戶口扣除你須向本行攤還之貸款總額。
4. 分期貸款一經本行批核,分期購物即不可被取消、退款或更改,而你的信用卡戶口之可用信貸限額會根據貸款總額減低。你的信貸限額將隨著未償還之貸款總額減低而相應被還原。
5. 每期供款將會從你的信用卡戶口(或你其後在本行開設之其他替代信用卡戶口)中扣除,每期供款均與使用信用卡作一般購物之入賬方式相同,並由你以同等方式支付。任何逾期繳付之供款,本行將按信用卡使用條款收取財務費用及逾期費用。除特別註明外,首期供款將於本行批核分期貸款後,即時從你的信用卡戶口中扣除,而隨後的每期供款將會在每月大概相同日期從信用卡戶口中扣除,直至貸款總額完全清還為止。所有供款款項皆為不可撤銷的。
6. 就某些分期購物而言,貨品(不論全部或部份)可能是在你動用分期貸款後才交付。在此等情況下,你將被視為同意本行為你預先向商戶支付貸款總額以購買有可能於將來才交付予你之貨品,並接受所有相關風險。

7. 對於貨品之供應、提供或表現或就貨品獲提供之任何產品、服務、設備及/或資料之品質或保證，本行恕不作陳述及不承擔任何責任。你同意會與商戶直接解決任何與貨品有關之爭議、賠償或投訴。不論你與商戶之爭議、賠償或投訴是否獲得解決及你是否獲得貨品（不論全部或部份），你將須承擔償還全數貸款總額及/或履行其他你於本條款及細則及信用卡使用條款項下對本行需負之責任，而本行亦將繼續從你的信用卡戶口中扣除未償還之供款。
8. 為免產生疑問，在任何情況下，分期購物並不受任何信用卡差錯處理條款之保障。

#### C. 修訂及終止

9. 儘管你與商戶間有任何爭議，分期貸款不可被取消，其條款亦不可被更改。在商戶提出要求下，本行保留行使酌情權批准取消任何分期貸款或更改分期貸款之條款及向你收取HK\$150手續費之權利。
10. 本行保留不時修改本條款及細則之權利。倘若該等修訂影響你的責任及/或費用及收費，根據銀行營運守則之指引，本行將給予不少於30日的書面提前通知。
11. 本行有絕對酌情權，隨時在本行認為恰當的情況下，從你的信用卡戶口中扣除尚未清還之貸款總額（全部或部份）及/或終止分期貸款，而無需預先通知或提供理由，當中包括但不限於以下情況：
  - (i) 信用卡在任何原因下被你或本行取消或終止或已過期但不獲續期；
  - (ii) 信用卡戶口狀況不良；
  - (iii) 你違反本條款及細則或信用卡使用條款中之任何條文；及/或
  - (iv) 你已或本行懷疑你已破產或身故。
12. 若本行行使第11條條款之權利，所有未償還之貸款總額及HK\$150手續費將即時到期並須予支付。

#### D. 其他

13. 你授權本行就處理分期貸款向商戶提供你的有關個人資料。
14. 如貨品之購買價是以外幣計值，本行將會按有關國際組織（例如：Visa Inc, MasterCard Inc）所採納之市場或官方匯率，或（若由其他第三者作兌換）其他第三者於兌換日之應用之匯率，把購買價兌換成港幣，並附加本行的匯率調整及有關發卡機構向本行徵收之費用（如適用），並以此作為貸款總額。
15. 如就分期貸款有任何爭議，本行之決定將為最終及具決定性。
16. 本條款及細則的中英文文本如有歧異，一概以英文文本為準。

# DBS Bank (Hong Kong) Limited

## Card Interest-Free Instalment Loan Terms and Conditions

Please read these Card Interest-Free Instalment Loan Terms and Conditions (“Terms and Conditions”) carefully and make sure that you understand them before you make any purchase (“Instalment Purchase”) of the goods or services (“Products”) from a merchant (“Merchant”) through the use of the Card Interest-Free Instalment Loan (“Instalment Loan”) offered by DBS Bank (Hong Kong) Limited (“Bank”, which expression shall include its successors and assigns).

These Terms and Conditions shall operate in addition to the terms and conditions applicable to the relevant Card issued by the Bank and used by you in respect of the Instalment Loan (“Card Terms and Conditions”). Words and expressions defined in the Card Terms and Conditions shall have the same meaning when used in these Terms and Conditions. In respect of the Instalment Loan, should there be any conflict between these Terms and Conditions and the Card Terms and Conditions, the former shall prevail.

By signing the Card Interest-Free Instalment Loan Application Form in application for the Instalment Loan, you are deemed to have read and understood these Terms and Conditions and agreed to be bound by these Terms and Conditions.

### **A. Availability of the Instalment Loan**

1. Instalment Loans shall only be made available to holders of Cards designated by the Bank from time to time for the purchase of Products. The Bank reserves the right to limit the scope of Products (including by prescribing a minimum value) which can be purchased with Instalment Loans. All applications for Instalment Loans are subject to the approval of the Bank at its sole discretion. Payment for any Instalment Purchase which was not settled with a designated Card or is for a Product outside the scope specified by the Bank may be debited in full on a one-off basis to the relevant Card Account and such payment cannot be cancelled.
2. Granting of the Instalment Loan to you is subject to the credit limit available in respect of your Card and the status of your Card Account. The number of instalments and the amount of each instalment shall be determined in accordance with your request, subject to the approval of the Bank at its sole discretion.

### **B. Your Liabilities**

3. By applying for the Instalment Loan through completing and signing the Card Interest-Free Instalment Loan Application Form (or any other means acceptable to the Bank), you thereby request the Bank to advance to you as an interest-free loan the total amount payable by you for the Instalment Purchase (“**Loan Amount**”). You also instruct and authorize the Bank to make full payment of the Loan Amount to the Merchant and debit from your Card Account the Loan Amount, which is repayable by you to the Bank in such number of monthly instalments, each in such amount, as agreed with the Bank.

4. Once the Instalment Loan has been approved by the Bank, the Instalment Purchase cannot be cancelled, refunded or altered and **the credit limit in respect of your Card Account will be reduced by the Loan Amount accordingly. Your credit limit will be restored in accordance with the reduction of the outstanding balance of the Loan Amount.**
5. Each instalment shall be debited to your Card Account (or such other Card Account as you may subsequently open with the Bank in replacement or substitution of the original Card Account) in the same way as a normal purchase transaction and be settled by you in the same manner. Late payment of any instalment shall be subject to finance charges and late fee in accordance with the Card Terms and Conditions. Unless otherwise specified, the first instalment shall be debited to your Card Account immediately upon the Bank granting its approval for the Instalment Loan. Each subsequent instalment shall be debited to your Card Account on or about the same day in each of the following months until the Loan Amount has been repaid in full. All instalment payments made by you are irrevocable.
6. **For some Instalment Purchases, the Products (whether in whole or in part) may be delivered to you at a date after you have drawn the Instalment Loan. In such circumstances, you are deemed to have agreed to the Bank making payment of the Loan Amount to the Merchant in advance for the Product which may be delivered to you at a later date and accepted all risks in relation thereto.**
7. **The Bank makes no representation as to, and shall not be liable in any way for, the availability, provision or performance of the Products or the quality or warranty of any goods, services, facilities and/or information provided in connection with the Products. You undertake that you shall settle any disputes, claims or complaints arising in connection with the Products directly with the Merchant. Regardless of whether your disputes, claims or complaints has been resolved with the Merchant and whether the Products have been provided to you (whether in whole or in part), you shall be liable for the Loan Amount in full and/or any other obligations owed to the Bank pursuant to these Terms and Conditions and the Card Terms and Conditions, and the Bank will continue to debit the outstanding instalments to your Card Account.**
8. **For the avoidance of doubt, Instalment Purchases are not protected by any credit card chargeback provision under any circumstances.**

#### **C. Amendment and Termination**

9. **The Instalment Loan cannot be cancelled, nor can its terms be amended, by you notwithstanding any disputes between you and the Merchant. The Bank reserves the right to exercise its discretion to approve any cancellation of Instalment Loan or amendment of its terms at the request of the Merchant and to charge you a handling fee of HK\$150 for processing such request.**

10. The Bank reserves the right to amend these Terms and Conditions from time to time. In case the amendment is affecting your obligations and/or fees and charges, as recommended by the Code of Banking Practice, not less than 30 days prior notice in writing will be given.
11. The Bank may at its sole discretion, without giving any prior notice or reason, debit the outstanding balance of the Loan Amount (in whole or in part) to the Card Account and/or terminate the Instalment Loan at any time as the Bank may deem appropriate, including under but not limited to the following circumstances:
  - (i) the Card is cancelled or terminated by you or the Bank for whatever reason or has expired and not renewed;
  - (ii) the Card Account is not maintained in good standing;
  - (iii) you are in breach of any of the provisions of these Terms and Conditions or the Card Terms and Conditions; and/or
  - (iv) you are, or suspected by the Bank to be, bankrupt or deceased.
12. **Should the Bank decides to exercise its right under Clause 11 above, the outstanding balance of the Loan Amount together with a handling fee of HK\$150 shall become immediately due and payable by you.**

#### **D. Miscellaneous**

13. You hereby authorize the Bank to disclose your relevant personal data to the Merchant for all purposes relating to the Instalment Loan.
14. Where the purchase price of the Product is denominated in a foreign currency, the Loan Amount will be determined by the Bank by converting the purchase price into Hong Kong Dollars at the rate selected by the relevant card association (e.g. Visa Inc, MasterCard Inc) from a range of wholesale market rates or the government-mandated rate; or (where the conversion is done by a third party) the exchange rate applied by the third party on the conversion date and adding to that any foreign exchange rate adjustment set by the Bank and any fees charged by the relevant card association to the Bank (if applicable).
15. In the event of any dispute in respect of the Instalment Loan, the decision of the Bank shall be final and conclusive.
16. Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.