Terms and Conditions for Flexi Shopping Programme

Please read these Terms and Conditions for Flexi Shopping Programme ("Terms and Conditions") carefully before you apply for the Flexi Shopping Programme (the "Programme") offered by DBS Bank (Hong Kong) Limited (the "Bank", which expression includes its successors and assigns). These Terms and Conditions shall operate in addition to the terms and conditions applicable to your Card. Unless otherwise defined herein, words and expressions defined in the terms and conditions applicable to your Card shall have the same meaning when used in these Terms and Conditions. In case of any conflict between these Terms and Conditions and the terms and conditions applicable to your Card, the former shall prevail. You are deemed to have accepted and agreed to be bound by these Terms and Conditions when you apply for the Programme, whether the application is made online through the Bank's website, mobile application, by telephone, in writing or through any other means as the Bank considers appropriate from time to time.

- 1. The Programme is available to cardholders of cards specified by the Bank from time to time (but shall not include Private Label Cards or Business Cards) ("Applicable Card").
- 2. For the purpose of the Programme, "Eligible Transactions" are retail purchase transactions specified by the Bank at its sole discretion from time to time as eligible for conversion into instalment transactions in the manner described in Clause 3 below. For the avoidance of doubt, the following types of transactions are not Eligible Transactions: "Funds Transfer", balance transfer, online bill payment to payees under merchant categories of "Banking & Credit Card Services" and "Credit Services", JETCO payment to payees under merchant category of "Credit Card Payment", autopay, cash advance and its handling / administration fee, payment of monthly instalments of any loans under "Call-a-loan", "Fee Based Instalment", Card Interest-free Instalment Loan and the Programme, casino chips, purchase of securities, credit card annual fee, finance charges, late fee and any transactions that has been subject to cancellation, charge-back, return of goods or refund or any other types of transactions as the Bank may specify from time to time.
- 3. Under the Programme, you can apply to convert an Eligible Transaction or several Eligible Transactions made by the same Applicable Card into an instalment transaction ("Flexi Shopping Transaction") to be repaid over a period of time designated by the Bank at its discretion from time to time ("Instalment Period"). Eligible Transaction(s) made by a Supplementary Cardholder may also be converted into a Flexi Shopping Transaction by the Principal Cardholder. The Bank reserves the right to impose a minimum and/or a maximum limit on the amount of the Eligible Transaction(s) to be included for each application for the Programme.
- 4. Application for the Programme may be made any time once the Eligible Transaction(s) is completed; but in any circumstances not later than six business days before the payment due date specified in the monthly statement in which the Eligible Transaction(s) appears for the first time. The Bank will process your application to convert the Eligible Transaction(s) into a Flexi Shopping Transaction only when the relevant Eligible Transaction or all Eligible Transactions included in the same application (as the case maybe) have been posted to your Card Account. Should the application for the Programme could not be made by six business days before the payment due date specified in the monthly statement in which the Eligible Transaction(s) appears for the first time or not all Eligible Transactions included in the same application have been posted to your Card Account (as the case maybe), the full payment of any Eligible Transaction(s) shown on the monthly statement should be made by or before payment due date and the Eligible Transaction(s) should be converted into the Flexi Shopping Transaction(s) in the next statement and the full payment made for Eligible Transaction(s) should be used to net off the balance of the next statement.
- 5. Provided the information you submitted via online application form or interactive voice response system for relevant application is error free, the Bank will process your application in accordance with your request, and the Bank will inform you of the result of your application by a confirmation letter. However, if there is any discrepancy between the information you have submitted for the relevant application and the record of the Bank, our representative will contact you to confirm your application before the payment due date of the Eligible Transaction(s). Your application for the Programme is subject to the available credit limit of your Card Account, Card Account status and final approval of the Bank.
- 6. You will be charged a one-off handling fee for Programme of a designated Instalment Period applied through designated means as specified by the Bank from time to time. The one-off handling fee shall be calculated based on the amount of the Flexi Shopping Transaction and with reference to the rate applicable at the time of the application. The one-off handling fee payable will be charged to the Card Account upon approval of the application.
- 7. You will be charged a monthly interest during the Instalment Period for Programme other than that specified in Clause 6. The total amount of interest payable for the Programme shall be calculated based on (i) the monthly interest rate quoted to you at the time you make your application through whatever means or as stated in the promotion leaflets or other notices provided by the Bank from time to time; (ii) the amount of the Flexi Shopping Transaction; and (iii) the number of instalments.
- 8. Once the application for the Programme has been approved by the Bank, the credit limit of your Card Account will be reduced by the amount of the Flexi Shopping Transaction and the amount of the one-off handling fee payable or the total amount of the interest payable for the whole Instalment Period (as the case maybe). Nevertheless, the credit limit reduced in respect of the Eligible Transaction(s) will be released accordingly.

- 9. For Programme that charged a one-off handling fee, an instalment amount (equivalent to the amount of the Flexi Shopping Transaction divided evenly by the number of months in the Instalment Period) ("Monthly Instalment Amount A") will be charged to your Card Account (or to such other Card Account as you may subsequently open with the Bank in replacement or substitution of the original Card Account) on a monthly basis during the Instalment Period until the amount of the Flexi Shopping Transaction has been debited from the Card Account or otherwise repaid in full. The first instalment shall be debited from your Card Account on the date specified in the confirmation letter to be sent to you upon your successful application. Each subsequent instalment shall be debited on or about the same day of each month during the Instalment Period.
- 10. For Programme that charged monthly interest, an instalment amount (equivalent to the amount of the Flexi Shopping Transaction and the total amount of the interest payable for the whole Instalment Period ("Repayment Amount") divided evenly by the number of months in the Instalment Period) ("Monthly Instalment Amount B") will be charged to your Card Account (or to such other Card Account as you may subsequently open with the Bank in replacement or substitution of the original Card Account) on a monthly basis during the Instalment Period until the Repayment Amount have been debited from the Card Account or otherwise repaid in full. The first instalment shall be debited from your Card Account on the date specified in the confirmation letter to be sent to you upon your successful application. Each subsequent instalment shall be debited on or about the same day of each month during the Instalment Period. The Bank may at its sole discretion apportion the Monthly Instalment Amount B paid by you towards the repayment of principal, interest and fees (if any) as the Bank deems appropriate.
- 11. The Bank will treat each Monthly Instalment Amount A or Monthly Instalment Amount B (as the case may be) as a normal purchase transaction. It will be (i) charged to the Card Account as a normal purchase transaction, (ii) equally subject to the terms and conditions applicable to the Card (including but not limited to any finance/interest charges calculation) and (iii) settled by you in the same manner as you will settle payment for a normal purchase transaction.
- 12. You may at any time during the Instalment Period terminate the Programme by repaying the Bank any outstanding balance of the Flexi Shopping Transaction or Repayment Amount (as the case maybe) in full. For Programme that charged a one-off handling fee, an administration fee of the amount specified by the Bank from time to time shall be chargeable for any early repayment prior to the end of the Instalment Period.
- 13. The Bank may at its absolute discretion terminate the Programme and debit the outstanding balance of the Flexi Shopping Transaction and/or the outstanding amount of interest in whole or in part (if applicable) from the Card Account at any time without notice, 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 these Terms and Conditions or the terms and conditions applicable to your Card; and/or (iv) you are, or suspected by the Bank to be, bankrupt or deceased.
- 14. Upon the Bank exercising its discretion under Clause 13, any outstanding balance of the Flexi Shopping Transaction or the Repayment Amount (as the case maybe) shall become immediately due and payable by you.
- 15. The Flexi Shopping Transaction, its instalment payments and the one-off handling fee or the interest (as the case maybe) for the Programme shall not be eligible for any reward or rebate under any reward or benefit scheme.
- 16. The Bank reserves the right to reject your application for the Programme without giving any reasons. In the event of dispute, the decision of the Bank shall be final and conclusive.
- 17. The Bank reserves the right at its discretion to review and amend these Terms and Conditions and/or any fees and charges from time to time. For changes which shall result in an increase in the fees or charges payable by you and/or affect your liabilities and obligations, the Bank shall give at least 60 days' notice to you unless such changes are not within the Bank's control. In other cases, reasonable notice shall be given. Such notice may be given by such means as the Bank at its discretion sees fit. If you allow the Flexi Shopping Transaction or the Repayment Amount (as the case maybe) to be outstanding after the effective date of any changes, you are deemed to have agreed to such changes.
- 18. Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Effective Date: 21 November 2022

Flexi Shopping分期計劃條款及細則

在申請由星展銀行(香港)有限公司(「本行」,並包括其繼承人及承讓人) 提供的Flexi Shopping分期計劃(「本計劃」)之前,請細閱Flexi Shopping分期計劃條款及細則(「本條款及細則」)。本條款及細則附加 於適用信用卡使用條款及細則之上。除非於此內另有定義,本條款及細則 所用的字眼及詞句與適用信用卡使用條款及細則所定義的字眼及詞句具有 相同意思。如本條款及細則與適用信用卡使用條款及細則有任何抵觸,一 概以前者為準。透過本行網頁、手機應用程式、電話、書面、或其他本行 不時認為適合的方法申請本計劃,你即被視為已接受本條款及細則並同意 受其約束。

- 1. 本計劃適用於本行不時指定的信用卡(不包括貴賓卡及商務卡)(「適用信用 卡」)的持卡人。
- 2. 在本計劃範圍內,「合資格交易」指本行全權不時決定可按以下第3條條款所述轉換為分期付款交易的購物簽賬交易。為免產生疑問,以下類別的交易不屬於合資格交易:「現金轉戶」、結餘轉戶、網上繳費予於「銀行或信用卡服務」及「信貸財務」商戶類別下的收款人、以「繳費易」繳費予於「信用卡繳費」商戶類別下的收款人、自動轉賬、現金透支及其手續/行政費、「迅用錢」、「輕鬆分期付款」、信用卡免息分期貸款及本計劃的每月供款、籌碼兌換、購買證券、信用卡年費、財務費用、逾期費用及已被取消、正在進行索償、退貨或退款等的任何交易或本行不時决定的其他類別的簽賬。
- 3. 於本計劃下,你可申請把一項或多項以同一適用信用卡簽賬的合資格交易轉換為分期付款交易(「Flexi Shopping交易」),並於本行不時全權指定的期間(「供款期」)清還。經附屬持卡人完成的合資格交易亦可由主要持卡人轉換為Flexi Shopping交易。本行保留權利就本計劃之下每項申請所涉及的合資格交易的金額設定上限及/或下限。
- 4. 當你完成合資格交易後,你可隨時申請本計劃,但在任何情況下不得遲於 首次顯示合資格交易的月結單上所示的到期繳款日前6個工作天。本行只 會於有關合資格交易或同一申請中涉及的所有合資格交易(視情況而定) 已誌賬入你的信用卡戶口後才處理你將合資格交易轉換為Flexi Shopping交 易的申請。若有關申請未能於首次顯示合資格交易的月結單上所示的到期 繳款日前6個工作天內提交或同一申請中涉及的合資格交易未曾全部誌賬入 你的信用卡戶口(視情況而定),你必須於到期繳款日前全數繳付顯示於 月結單的任何合資格交易。有關合資格交易將於下一期月結單轉換為Flexi Shopping交易,而你已繳付有關合資格交易的金額可用作抵銷下期月結單 上的結欠。
- 5. 當你透過網上或話音系統形式申請本計劃,倘若你輸入的資料經本行核實 為正確無誤,本行會執行你的指示,處理你的申請,並以確認信通知你本 計劃申請的批核結果。如本行發現你於網上或話音系統輸入的資料跟本行 的記錄不符,本行將於有關合資格交易的到期繳款日之前聯絡你跟進有關申 請。你就本計劃的申請被接納與否須視乎你的信用卡戶口的可用信貸額、戶 口狀況及本行最終的批核決定。
- 6. 就經本行不時指定的方法申請不時指定供款期的本計劃,本行將收取一次 性手續費。一次性手續費將按有關Flexi Shopping交易的金額並參照申請 當時適用的收費計算。有關的一次性手續費將於申請獲批核後從適用信用 卡戶口內扣除。
- 7. 除第6條條款指定的本計劃外,於供款期內,本行將按月收取利息。整個計劃的利息將按(i)你透過任何方法申請時本行引述的月利率或列印於宣傳單張上或其他不時由本行發出的通知上的月利率;(ii)Flexi Shopping交易的金額;及(iii)分期期數計算。
- 8. 當本計劃的申請經本行批核後,你的信用卡戶口的可用信貸額會按Flexi Shopping交易的金額及所需繳付的一次性手續費或整個供款期內所須繳付的利 息全數(視乎情況而定)予以扣減,而有關合資格交易所扣減的可用信用額將 會相應解除。

- 9. 就收取一次性手續費的本計劃而言,每期供款金額(相等於Flexi Shopping交易金額平均除以供款期內的月數)(「每月還款額A」)將於供款期內每月從信用卡戶口(或你其後在本行開立以取代或代替原有信用卡戶口的其他信用卡戶口)扣除,直至Flexi Shopping交易金額悉數從信用卡戶口中扣除或完全清還為止。首期供款將於成功申請後發給你的確認信上指明的日期從信用卡戶口中扣除,而隨後的每期供款將會在供款期內每月大概相同日期從信用卡戶口中扣除。
- 10. 就按月收取利息的本計劃而言,每期供款金額(相等於Flexi Shopping交易金額及整個供款期內所須繳付的利息全數(「還款金額」)平均除以供款期內的月數)(「每月還款額B」)將於供款期內每月從信用卡戶口(或你其後在本行開立以取代或代替原有信用卡戶口的其他信用卡戶口)扣除,直至還款金額悉數從信用卡戶口中扣除或完全清還為止。首期供款將於成功申請後發給你的確認信上指明的日期從信用卡戶口中扣除,而隨後的每期供款將會在供款期內每月大概相同日期從信用卡戶口中扣除。本行可於其認為適當的情況下全權酌情決定將每月還款額B分配於本金、利息及收費(如有)。
- 11. 本行將每月還款額A或每月還款額B(視乎情況而定)視作一般購物簽賬交易。它將(i)以一般購物簽賬交易的形式記賬於信用卡戶口;(ii)同樣受適用於信用卡的使用條款及細則約束(包括但不限於任何財務/利息費用的計算),及(iii)由你以繳付信用卡的一般購物簽賬交易的同等方式繳付。
- 12. 你可於供款期內隨時全數清還Flexi Shopping交易或還款金額(視乎情況而定)的尚未清還餘額以終止本計劃。就收取一次性手續費的本計劃而言,你須就於供款期完結前提早還款繳付本行不時指定金額的行政費用。
- 13. 本行有絕對酌情權不作通知隨時終止本計劃及從你的信用卡戶口中扣除Flexi Shopping交易的尚未清還餘額及/或全數或部份利息總額未付餘額,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適用信用卡使用條款及細則中的任何條款及細則; 及/或(iv) 你已或本行懷疑你已破產或身故。
- 14. 若本行行使第13條條款的酌情權,所有Flexi Shopping交易或還款金額(視乎情況而定)的尚未清還餘額將即時到期,你須立即繳付該未償還的款項。
- 15. 本計劃下的Flexi Shopping交易、其每期供款及一次性手續費或利息(視乎情況而定)均不符資格獲享任何獎賞或優惠計劃下的獎賞或回贈。
- 16. 本行有權拒絕你申請本計劃而無須作出任何解釋。如有任何爭議,本行的 決定將為最終及決定性的。
- 17. 本行保留權利酌情決定不時審閱及修訂本條款及細則及/或任何費用及收費。當出現任何更改以致你應支付的費用或收費增加及/或影響你的法律責任及義務時,本行會給予你最少60天的通知,除非有關更改在本行控制範圍以外則作別論。若涉及其他更改,本行會在合理時間內作出通知。該通知將以本行酌情認為適合的方式發出。若Flexi Shopping交易或還款金額(視乎情況而定)在任何更改的生效日期後仍有尚未清還餘額,你將視為同意該等更改。
- 18. 若本條款及細則的中、英文版本有不一致之處,概以英文版本為準。

生效日期: 2022年11月21日