



## DBS Bank (Hong Kong) Limited

### Credit Card Interest-free Merchant Instalment Plan Terms and Conditions

Please read these Credit Card Interest-free Merchant Instalment Plan 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 Credit Card Interest-free Merchant Instalment Plan ("Merchant Instalment Plan") 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 Merchant Instalment Plan ("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 Merchant Instalment Plan, should there be any conflict between these Terms and Conditions and the Card Terms and Conditions, the former shall prevail.

**By making Instalment Purchase from a Merchant through the use of the Merchant Instalment Plan, 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 Merchant Instalment Plan

1. Merchant Instalment Plan 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 Merchant Instalment Plan. All applications for Merchant Instalment Plan 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 Merchant Instalment Plan 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 using Merchant Instalment Plan to make Instalment Purchase from a Merchant, 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 Merchant Instalment Plan 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. For the purpose of calculation of finance charge in respect of an instalment, such finance charge shall accrue from the date it is posted to the Card Account and calculated at the applicable standard annual rate as set out in the Annualized Percentage Rate Table. Unless otherwise specified, the first instalment shall be debited to your Card Account immediately upon the Bank granting its approval for the Merchant Instalment Plan. 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 Merchant Instalment Plan. 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 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.**

#### C. Amendment and Termination

8. **The Merchant Instalment Plan 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 Merchant Instalment Plan or amendment of its terms at the request of the Merchant and to charge you a handling fee at an amount specified by the Bank from time to time for processing such request.**
9. The Bank reserves the right at its discretion to amend these Terms and Conditions 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 notice to you in accordance with the requirement stipulated in the "Code of Banking Practice" 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 Merchant Instalment Plan to be outstanding after the effective date of any changes, you are deemed to have agreed to such changes.
10. 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 Merchant Instalment Plan 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.
11. **Should the Bank decide to exercise its right under Clause 10 above, the outstanding balance of the Loan Amount together with a handling fee stipulated in Clause 8 above shall become immediately due and payable by you.**

#### D. Miscellaneous

12. You hereby authorize the Bank to disclose your relevant personal data to the Merchant for all purposes relating to the Merchant Instalment Plan.
13. 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).
14. In the event of any dispute in respect of the Merchant Instalment Plan, the decision of the Bank shall be final and conclusive.
15. Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.



**星展銀行(香港)有限公司**  
**信用卡商戶免息分期付款計劃條款及細則**

在使用由星展銀行(香港)有限公司(「本行」,包括其繼承人及受讓人)提供的信用卡商戶免息分期付款計劃(「商戶分期計劃」)於商戶(「商戶」)購買(「分期購物」)產品或服務(「貨品」)之前,請細閱讀並了解本信用卡商戶免息分期付款計劃條款及細則(「本條款及細則」)。

本條款及細則附加於本行發出並由你用作商戶分期計劃的相關信用卡使用條款及細則(「信用卡使用條款」)。本條款及細則所用的字眼及詞句與信用卡使用條款所定義的字眼及詞句具有相同意思。就商戶分期計劃而言,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。

透過使用商戶分期計劃於商戶進行分期購物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. 商戶分期計劃的提供**

1. 商戶分期計劃只提供予本行不時指定的信用卡的持卡人,供其購買貨品,本行保留權利限制使用商戶分期計劃可購買的貨品範圍(包括指定最低價值)。所有商戶分期計劃的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的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. 商戶分期計劃的批核須視乎你的信用卡的可用信用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的要求,經本行絕對酌情批核決定。

**B. 你的責任**

3. 透過使用商戶分期計劃於商戶進行分期購物,你茲要求本行以免息貸款的方式預借予你分期購物所須支付的全數金額(「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,及按本行同意的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的貸款總額。
4. 商戶分期計劃一經本行批核,分期購物即不可被取消、退款或更改,而你的信用卡戶口的可用信用額會根據貸款總額予以扣減,並隨著未償還的貸款總額減少而相應還原。
5. 每期供款將會從你的信用卡戶口(或你其後在本行開立以取代或代替原有信用卡戶口的其他信用卡戶口)扣除,每期供款均以一般購物簽賬交易的形式記賬於信用卡戶口,並由你以同等方式支付。任何逾期繳付的供款,本行將按信用卡使用條款收取財務費用及逾期費用。就計算財務費用而言,已記賬於信用卡戶口而未清還的每期供款將按實際年利率對照表所載適用的標準年息由該期供款的記賬日期起計算財務費用。除特別註明外,首期供款將於本行批核商戶分期計劃後,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)可能是在你動用商戶分期計劃後才交付。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的貨品,並接受所有相關風險。
7. 對於貨品的供應、提供或表現或就貨品獲提供的任何產品、服務、設備及/或資料的品質或保證,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的爭議、索償或投訴。不論你與商戶的爭議、索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/或履行其他本條款及細則及信用卡使用條款項下你須對本行承擔的任何其他責任,而本行亦將繼續從你的信用卡戶口中扣除未償還的供款。

**C. 修訂及終止**

8. 儘管你與商戶間有任何爭議,你是不能取消商戶分期計劃或更改其條款。在商戶提出要求下,本行有權行使酌情權批准取消商戶分期計劃或更改商戶分期計劃的條款,同時向你收取本行不時指定金額的手續費。
9. 本行保留權利酌情決定不時修訂本條款及細則。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,本行會按照《銀行營運守則》的規定給予你適當的通知,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。若你容許商戶分期計劃在任何更改的生效日期後仍有結欠,你將視為同意該等更改。
10. 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的貸款總額(全部或部份)及/或終止商戶分期計劃,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) 信用卡不論任何原因被你或本行取消或終止,或有效期已屆滿但沒有續期;
  - (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的任何條文;及/或
  - (iv) 你已或本行懷疑你已破產或身故。
11. 若本行行使以上第10條條款的權利,所有未償還的貸款總額及載於第8條條款的手續費將即時到期並須由你繳付。

**D. 其他**

12. 你授權本行就處理商戶分期計劃向商戶提供你的相關個人資料。
13. 如貨品的購買價是以外幣計值,本行將會按有關信用卡組織(例如: Visa Inc 及 MasterCard Inc)所採納的市場或官方匯率,或(若由其他第三者作兌換)其他第三者於兌換日採用的匯率,把購買價兌換成港幣,並計入本行的任何匯率調整及有關信用卡組織向本行徵收的費用(如適用),以此作為貸款總額。
14. 如就商戶分期計劃有任何爭議,本行保留最終決定權。
15. 如本條款及細則的中、英文本有不一致之處,概以英文本為準。