

中銀信用卡分期付款計劃條款及細則

本條款及細則適用於2009年10月5日或之後批核的分期計劃。

1. 分期付款計劃

除卡公司不時決定不納入以下分期計劃的信用卡帳戶外，任何信用卡帳戶的持卡人(「申請人」)可根據本條款及細則申請以下由卡公司提供的分期計劃：

- (a) 信用卡現金分期(「現金分期計劃」)；或
- (b) 月結單分期付款(「月結單分期計劃」)(現金分期計劃及月結單分期計劃均一併指「分期計劃」)

本條款及細則將納入規限信用卡帳戶的持卡人合約(「持卡人合約」)，並成為持卡人合約的一部份。兩者如有任何不相符之處，在該不相符之處，則以本條款及細則所載為準。本條款及細則所用的詞語應與持卡人合約所用的有關詞語具有相同涵義。

2. 申請

- 2.1 卡公司可絕對酌情決定接受或拒絕分期計劃的申請而毋須提供任何理由。
- 2.2 就月結單分期計劃，若申請人擬通過月結單分期付款方式償還任何交易，應於進行有關交易前向卡公司查詢。
- 2.3 卡公司將會以書面通知申請人其任何分期計劃的申請是否已獲批核。卡公司不會就申請人因其申請被拒絕而產生的任何損失或責任負責。申請一經批核，將不能取消或更改，申請人須接受有關批核通知書上的條款。
- 2.4 (a) 就現金分期計劃，現金分期的總金額(「現金分期金額」)最少為卡公司不時於有關申請表或宣傳單張內列出的最低金額，惟不得高於卡公司不時參照帳戶之可用信用限額而釐定的最高金額。卡公司可絕對酌情決定現金分期金額，申請人不可撤銷地同意接受，不論卡公司

實際批核現金分期金額是否低於其申請之現金分期金額。

- (b) 就月結單分期計劃，月結單分期總金額(「月結單分期金額」)最少為卡公司不時於有關申請表或宣傳單張內列出的最低金額，並不得高於卡公司不時參照帳戶之信用限額而釐定的最高金額。

3. 批核

當申請獲批核後：

- (a) 就現金分期計劃，卡公司將於申請批核後的合理時間內按卡公司接納的方法向申請人發放該現金分期金額。申請人需承擔所有與發放現金分期金額有關的收費及費用，而所有有關收費及費用將會於發放現金分期金額時記入帳戶內。
- (b) 就月結單分期計劃，申請人將於其後的到期付款日向卡公司繳付已扣除月結單分期金額後的金額。

4. 一次性行政費及每月手續費

- 4.1 卡公司會就分期計劃向申請人收取一次性行政費(如有)(「一次性行政費」)及通知申請人有關金額及收取方式或於申請表中指明，並於申請批核通知書中確認。
- 4.2 卡公司會就分期計劃向申請人收取每月手續費(如有)(「每月手續費」)及通知申請人有關金額及收取方式或於申請表中指明，並於申請批核通知書中確認。

5. 還款

- 5.1 現金分期金額或月結單分期金額及每月手續費(如有)將以每月等額分期償還(「每月分期」)，而分期付款期數將為申請人向卡公司申請及被卡公司批核之期限，並於申請批核通知書中確認。每月分期金額須調整至最接近的小數點後第二個位。
- 5.2 卡公司獲權可酌情於每月分期中攤銷現金分期金額或月結單分期金額及每月手續費(如有)。如申請人提前償還，未必可減少其須支付的每月手續費金額。
- 5.3 卡公司將按情況而定，於現金分期金額發放

日或月結單分期計劃批核日後的下一個工作日，在帳戶內記入第一個每月分期及一次性行政費(如有)。而其後的每月分期將於其後每月的對應日期記入，如任何一個曆月並無對應的日期，則為該月的最後一日，或如該日並不是卡公司之工作日，則為上一個工作日，或該有關每月分期因卡公司不能控制之情況下而不能記入帳戶內，卡公司將按慣例處理有關記帳。

6. 信用限額

按情況而定，於：

- (a) 發放現金分期金額時；或
 - (b) 月結單分期計劃批核後；
- 帳戶內可動用的信用限額將(如未減低)按現金分期金額或月結單分期金額相應減低，並在每次支付每月分期後相應提升。

7. 提前還款及退款

- 7.1 申請人可向卡公司以書面申請提前償還分期計劃的全部而非部份金額。申請獲得批核後，卡公司會即時將所有尚未償還之每月分期、一次性行政費(如有)(如未記入帳戶)及卡公司不時決定並通知申請人的提前還款手續費(「提前還款手續費」)記入帳戶內。
- 7.2 就月結單分期計劃，如就貨品或服務有任何退款，當卡公司收受由有關商戶退回的有關款項後，該款項將記入帳戶內。有關記入帳戶內的退款將依據持卡人合約內有關償還帳戶結欠的先後次序的條款處理。申請人確認卡公司毋須與有關商戶核對有關退款金額。

8. 終止分期計劃

儘管本文另有規定，如帳戶有任何欠繳紀錄或帳戶因任何原因遭終止或暫停，或卡公司合理地認為需保障其利益時，卡公司可隨時記入所有尚未償還之每月分期、一次性行政費(如有)、提前還款手續費及任何收費於帳戶內而毋須事先通知申請人。

9. 授權

申請人不可撤銷並授權卡公司將所有每月分期、一次性行政費(如有)、提前還款手續費

及收費(如有)記入帳戶內；為此，申請人需在帳戶內預留足夠的信用限額。卡公司有權於帳戶內記入任何款項，儘管有關信用額度可能因此被超越。申請人需對所有結欠負責，並需按收費表支付超越信用限額的費用。

10. 收費及費用

就現金分期計劃，所有每月分期、一次性行政費(如有)、提前還款手續費及收費(如有)將視作為現金透支交易處理，而就月結單分期計劃，將視為零售簽帳處理。所有持卡人合約中有關現金透支或零售簽帳(按情況而定)的利息、財務費用及其他收費(如有)的條款均適用。分期計劃將可能收取利息、財務費用或其他收費，其根據香港金融管理局的指引而計算之實際年利率，將於有關宣傳單張或申請表上指明。

11. 其他

- 11.1 申請人向卡公司保證所有就申請分期計劃而向卡公司提出之資料及文件均為真實及正確，並承諾在上述資料及/或文件有任何更改時通知卡公司。
- 11.2 卡公司可有絕對酌情決定任何與分期計劃有關的事項，而所有有關決定為最終的並對申請人有約束力(除有明顯的錯誤外)。
- 11.3 申請人授權卡公司就分期計劃或與分期計劃有關的情況下向有關商戶收取及保留任何有關的佣金、回扣、利益及/或其他益處。
- 11.4 申請人授權卡公司可向就分期計劃有關之人仕透露、使用或交換任何有關申請人的分期計劃的資料。
- 11.5 卡公司有權向申請人發出書面通知更改本條款及細則。
- 11.6 本條款及細則如中英文本有任何分歧，則以英文版本為準。

Terms and Conditions for the Installment Programs

These Terms and Conditions shall be applicable to Installment Programs approved on or after 5th October 2009.

1. Installment Programs

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the following programs offered by the Company:

- (a) Credit Card Cash Installment Loan ("Cash Installment Program"); or
- (b) Statement Installment ("Statement Installment Program")

(the Cash Installment Program and the Statement Installment Program are collectively referred to as the "Installment Programs")

unless such card account has been excluded from the Installment Programs by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Application

2.1 The Company may in its absolute discretion approve or reject any application for the Installment Programs without giving any reason.

2.2 For the Statement Installment Program, the Applicant is advised to make enquiry with the Company prior to effecting any transaction which is intended to be repaid by installments in accordance with the Statement Installment Program.

2.3 The Company will by written notice inform the Applicant whether the application of any of the Installment Programs is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation.

2.4 (a) For the Cash Installment Program, the cash installment loan amount ("Cash Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact Cash Installment Amount and the Applicant hereby irrevocably agrees to borrow the Cash Installment Amount notwithstanding that the Cash Installment Amount

approved by the Company is lower than that applied for.

(b) For the Statement Installment Program, the aggregate statement installment amount ("Statement Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.

3. Approval

After approval of the following application:

(a) For the Cash Installment Program, the Company will within reasonable time advance the Cash Installment Amount to the Applicant in such manner as accepted by the Company. The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Installment Amount and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Installment Amount.

(b) For the Statement Installment Program, the Applicant shall on the subsequent Due Date pay the relevant amount after deducting the Statement Installment Amount.

4. Upfront Administration Fee and Monthly Handling Fee

4.1 Upfront Administration Fee (if any) in relation to the Installment Programs ("Upfront Administration Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

4.2 Monthly Handling Fee (if any) in relation to the Installment Programs ("Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

5. Repayment

5.1 The Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) shall be repaid by equal monthly installments (the "Monthly Installments" and each a "Monthly Installment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent.

5.2 The Company is hereby authorized to apportion the Monthly Installments between the Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Monthly Handling Fee the Applicant would have paid.

5.3 The first Monthly Installment and Upfront Administration Fee (if any) shall be debited to the Account on the next working day of, where appropriate, the advancement date

of the Cash Installment Amount or the date when the Statement Installment Program has been approved. Each subsequent Monthly Installment shall be debited on the corresponding date of the subsequent calendar month provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Installment shall be debited on the last day of that calendar month; or if such day is not a working day of the Company, the same shall be debited on the preceding working day; or the relevant Monthly Installment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.

6. Credit limit

Where appropriate, upon:

- (a) the advancement of the Cash Installment Amount; or
- (b) after the approval of the Statement Installment Program,

the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Installment Amount or the Statement Installment Amount and shall be increased when the Monthly Installment has been repaid to the Account.

7. Early repayment and refund

7.1 The Applicant may by written notice apply for early repayment of the Installment Programs in full but not in part. Upon approval of such application, the Company shall debit all outstanding Monthly Installments, the Upfront Administration Fee (if any) (if not yet debited), together with an early repayment administration fee from time to time determine and communicate to the Applicant ("Early Repayment Administration Fee") to the Account.

7.2 For the Statement Installment Program, if there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.

8. Termination of the Installment Programs

Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Installments and the Upfront Administration Fee (if any), together with the Early Repayment Administration Fee and any charges to the Account at any time without prior notice to the Applicant.

9. Authorization

The Applicant hereby irrevocably authorizes the Company to debit all Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment

Administration Fee and charges (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule where appropriate.

10. Charges and fees

All Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Installment Program as cash advance transaction made by the Applicant, and for the Statement Installment Program as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charge and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. Interest, finance charges or other fees may be chargeable in respect of the Installment Programs and the annualized percentage rate thereof computed in accordance with the directions given by the Hong Kong Monetary Authority will be shown in the relevant promotional materials and/or the application form.

11. Miscellaneous

11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Installment Programs are true and accurate and undertakes to notify the Company of any change to those information and/or documents.

11.2 The Company has absolute discretion to determine any matter in connection with the Installment Programs and any such determination shall be final and binding on the Applicant (save and except manifest error).

11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Installment Programs any commission, rebate, benefit and/or other advantage arising out of or in connection with the Installment Programs.

11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Installment Programs.

11.5 The Company may by written notice to the Applicant alter these terms and conditions.

11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.