

中銀銀聯雙幣信用卡
免息消費分期計劃條款及細則

1. 免息消費分期計劃

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由中銀信用卡(國際)有限公司(「卡公司」)提供的免息消費分期計劃(「免息消費分期計劃」)。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. 借貸交易不設退款

2.1 免息消費分期計劃為卡公司提供予申請人的貸款。卡公司向申請人貸出免息消費分期總金額(「免息消費分期金額」)，不會超過顯示於相關銷售單據(「單據」)上之貨品及/或服務購買價，上限為卡公司不時參照帳戶之可用信用限額而釐訂的最高金額。

2.2 即使就有關貨品及/或服務發生任何爭議或投訴，包括但不限於有關商戶未有提供相關貨品及/或服務，申請人亦必須按本條款及細則及持卡人合約向卡公司償還所有免息消費分期計劃的應付款項。無論在任何情況下，申請人償還予卡公司的所有免息消費分期計劃還款將不獲退還，申請人必須償還免息消費分期金額及其他費用及收費之全數予卡公司。

2.3 申請人知悉及同意就有關貨品及/或服務的買賣交易為申請人與該商戶之間的交易，及先行付款而於稍後日期收取有關貨品及/或服務。就有關貨品及/或服務的任何爭議或投訴，申請人必須自行直接與該商戶解決。卡公司對商戶出售及供應的貨品及/或服務之所有事宜概不負任何責任。無論在任何情況下，卡公司沒有責任為申請人處理有關爭議或投訴。

2.4 由於免息消費分期計劃並非一般信用卡交易，卡組織差錯處理條例並不適用。

3. 申請

3.1 卡公司可絕對酌情決定接受或拒絕免息消費分期計劃的申請而毋須提供任何理由。

3.2 卡公司將會以書面或於單據上通知申請人其任何分期計劃的申請已獲批核。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。

3.3 申請一經批核，申請人將不能取消或更改有關申請，並須受本條款及細則、持卡人合約及有關批核通知書或單據上的條款所約束。

4. 批核

申請人不可撤銷地授權卡公司，於申請獲批核後，卡公司將以申請人的名義將免息消費分期金額一次過支付予商戶，用以購買有關貨品及/或服務。

5. 還款

5.1 免息消費分期金額將以每月等額分期償還(「每月分期」)，而還款期將為申請人向卡公司申請及卡公司批核之期限，並於申請批核通知書中或單據上確認。每月分期須調整至最接近的小數點後第二個位。

5.2 卡公司將於免息消費分期計劃獲批核時在帳戶內記入第一次每月分期。而其後的每月分期將於下一結單日後的第1個工作日內記入，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

於免息消費分期計劃獲批核時，帳戶內可動用的信用限額將(如未減低)按免息消費分期金額相應減低，並在每次支付每月分期後相應提升。

7. 提早還款及退款

7.1 申請人可向卡公司以書面申請提前償還全部而非部份尚未償還之每月分期。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及提前還款手續費(如有)記入帳戶內。

7.2 如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，所有尚未記入帳戶內的每月分期及提前還款手續費(如有)將同時記入帳戶內。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. 終止免息消費分期計劃

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及提前還款手續費(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超越當時信用額度的任何款項，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

所有每月分期及提前還款手續費(如有)將視作為零售簽帳交易處理。所有持卡人合約中有關零售簽帳(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。如申請人未能於到期付款日或之前全數繳付該期結單的結欠金額，須按持卡人合約條款支付利息、財務費用及其他收費(如有)。免息消費分期計劃將可能收取利息、提前還款手續費(如有)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、收費表或申請表上指明。

11. 其他

11.1 申請人向卡公司保證所有就申請免息消費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 卡公司可絕對酌情決定任何與免息消費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免息消費分期計劃或與此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免息消費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。

BOC CUP Dual Currency Credit Card

Terms and Conditions for Interest-free Purchase Instalment Program

1. Interest-free Purchase Instalment Program

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 Interest-free Purchase Instalment Program ("Interest-free Purchase Instalment Program") offered by BOC Credit Card (International) Limited ("Company"), unless such card account has been excluded from the Interest-free Purchase Instalment Program 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. Loan Transaction and No Refund

2.1 Interest-free Purchase Instalment Program is a loan provided by the Company to the Applicant. The Company will lend to the Applicant the aggregate interest-free purchase instalment amount ("Interest-free Purchase Instalment Amount") which shall not exceed the purchase price of the goods and/or services as shown on the relevant sales slip ("Slip"), subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.

2.2 The Applicant shall not be relieved from the obligation to repay all monies due by the Applicant to the Company under Interest-free Purchase Instalment Program in accordance with these Terms and Conditions and the Agreement, should there be any disputes or complaints in relation to the goods and/or services, including but not limited to the failure to deliver the goods and/or services by the merchant. In any event, all repayments made by the Applicant to the Company under Interest-free Purchase Instalment Program is non-refundable and the Applicant shall be obliged to repay the Interest-free Purchase Instalment Amount and other fees and charges in full to the Company.

2.3 The Applicant acknowledges and agrees that the sale and purchase transaction of the goods and/or services is made between the Applicant and the merchant and the Applicant shall pay for goods and/or services which will be delivered at a later date after payment. Should there be any disputes or complaints in relation to the goods and/or services, the Applicant shall handle all disputes or complaints directly with that merchant. The Company disclaim any liability whatsoever in relation to the goods and/or services sold and supplied by the merchant. Under no circumstances shall the Company be responsible to handle such dispute or complaints for the Applicant.

2.4 The chargeback provisions of card organizations shall not be applicable to the Interest-free Purchase Instalment Program which is not a normal credit card transaction.

3. Application

3.1 The Company may in its absolute discretion approve or reject any application for the Interest-free Purchase Instalment Program without giving any reason.

3.2 The Company will by written notice or on the Slip inform the Applicant that the application of any of the Interest-free Purchase Instalment Program is approved. The Company shall not be responsible for any loss or liability

which the Applicant may suffer or incur as a result of any such application being rejected.

3.3 An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound by these Terms and Conditions, the Agreement and the terms set out in the relevant written confirmation or the Slip.

4. Approval

The Applicant irrevocably authorizes the Company to pay to the merchant the Interest-free Purchase Instalment Amount in one lump sum for the purchase of the goods and/or services on behalf of the Applicant upon approval of the application.

5. Repayment

5.1 The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the "Monthly Instalments" and each a "Monthly Instalment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation or the Slip and such amount shall be rounded up to the nearest cent.

5.2 The first Monthly Instalment shall be debited to the Account at the time when the Interest-free Purchase Instalment Program has been approved. Each subsequent Monthly Instalment shall be debited on the first working day after the subsequent Next Statement Date provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a working day for the Company or the relevant Monthly Instalment 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

At the time when the Interest-free Purchase Instalment Program has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase Instalment Amount and shall be increased by the Monthly Instalment amount repaid to the Account.

7. Early repayment and refund

7.1 The Applicant may by written notice apply for early repayment of all but not the part of the outstanding Monthly Instalments. Upon approval of such application, the Company shall debit all outstanding Monthly Instalments, early repayment administration fee ("Early Repayment Administration Fee") (if any) to the Account.

7.2 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 and all outstanding Monthly Instalments and Early Repayment Administration Fee (if any) will be debited 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 Interest-free Purchase Instalment Program

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 Instalments 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 Instalments and Early Repayment Administration Fee (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 Instalments and Early Repayment Administration Fee (if any) shall be debited to the Account as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charges and other fees applicable to retail spending transactions (where appropriate) shall apply. If the Applicant fails to make full payment of the outstanding Current Balance of the Statement on or before the Due Date, interests, finance charges and other fees (where appropriate) shall apply in accordance with the provisions in the Agreement. Interest, Early Repayment Administration Fee (if any) or other charges may be chargeable in respect of the Interest-free Purchase Instalment Program 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, Fees Schedule 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 the Interest-free Purchase Instalment Program 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 Interest-free Purchase Instalment Program 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 Interest-free Purchase Instalment Program any commission, rebate, benefit and/or other advantage arising out of or in connection with the Interest-free Purchase Instalment Program.

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 Interest-free Purchase Instalment Program.

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.