

## Terms and Conditions of BEA Credit Card Interest-free Instalment Programme

1. The BEA Credit Card Interest-free Instalment Programme (the "Programme") is applicable to holders of BEA Credit Card or co-branded/affinity card only (the "Cardholder"). Holders of BEA Corporate Card and BEA Prepaid Card are excluded.
2. This Programme is an interest-free loan transaction. All applications for the Programme shall be subject to acceptance by The Bank of East Asia, Limited ("BEA"). BEA reserves the right to approve or reject any application without giving any reason therefor. Upon its approval of such application, BEA will lend to the Cardholder an interest-free instalment loan amount (the "Instalment Amount") that is equivalent to the purchase price of the goods and/or services.
3. The Cardholder irrevocably authorises and acknowledges that BEA will transfer and pay the Instalment Amount to the participating merchant (the "Merchant") in a lump-sum in accordance with the agreement between BEA and the Merchant. The Cardholder further agrees and acknowledges that he/she shall repay the Instalment Amount in monthly instalments and authorises BEA to debit the monthly instalment payment from his/her designated BEA Credit Card account (the "Designated Account") until full settlement of the Instalment Amount is made. The Cardholder agrees and acknowledges that he/she cannot withdraw from the Programme, and the above arrangement is irrevocable.
4. BEA will hold the Instalment Amount from the credit limit of the Designated Account, and proportionally restore the credit limit of the Designated Account every month after the monthly instalment payment due is repaid to the Designated Account.
5. Each monthly instalment payment will be charged to the Designated Account, and will appear on the monthly statement. If the minimum payment or the statement balance is not paid in full on or before the payment due date specified on the statement, a late charge and/or finance charge and/or default finance charge will apply as specified in the Schedule of Fees & Charges for BEA Credit Card Services.
6. BEA may, at its sole and absolute discretion, charge a prepayment fee of HK\$150 and also debit from the Designated Account the amount of all outstanding unpaid monthly instalment payments due and payable, and/or terminate the Cardholder's participation in the Programme, in case of breach of any of these Terms and Conditions, or any provisions of the relevant BEA Credit Cardholder Agreement (the "Cardholder Agreement"), or in case of cancellation or termination of the Designated Account for whatever reason.
7. In the event that BEA has received any refund request in respect of the goods and/or services from the Merchant, such refund will be credited to the Designated Account and at the same time, all outstanding unpaid monthly instalment payments due and payable will be debited to the Designated Account.
8. The Cardholder agrees and acknowledges that BEA is not the provider of goods and/or services in this Programme, and therefore BEA shall not be legally liable for any matter arising from or in connection with the goods, services, and/or information provided by the Merchant, including but not limited to liabilities resulting from the availability, provision, quality, and warranty of the said goods, services, and /or information provided, in relation to which BEA makes no representation or guarantee, and that BEA is entitled to debit the monthly instalment payment from the Designated Account, until full payment of the Instalment Amount notwithstanding the fact that the goods and/or services are sub-standard or damaged or have malfunctioned, or failed partially or totally, or have not been delivered. The Cardholder further acknowledges that this Programme is not a normal credit card transaction and is not protected by any credit card chargeback provision. As such, the Cardholder is not entitled to claim against BEA whatsoever in relation to the Programme, including but not limited to the refund of the amount paid, and shall in any event remain fully liable to repay the full Instalment Amount to BEA. Any enquiry or complaint regarding the products, services and/or information should be directed to the Merchant.
9. For situations where the goods and/or services will be delivered/provided in stages on various future dates, the Cardholder fully understands and accepts the risk of potential non-performance of such deferred delivery of goods and/or non-performance of services in situations including but not limited to the closure or bankruptcy or winding-up of the Merchant, but it is his/her personal decision to acquire such goods and/or services, and agrees and acknowledges that BEA's right for repayment of the Instalment Amount lent by BEA to the Cardholder by way of monthly instalment payment until full settlement of the Instalment Amount is made shall not be any way be prejudiced or affected.
10. The Cardholder agrees and authorises BEA and the Merchant to share his/her personal data with one another as necessary in order for the Cardholder to participate in the Programme if they consider appropriate.
11. BEA may at its sole and absolute discretion amend or alter any of these Terms and Conditions and/or vary or cancel the Programme at any time without prior notice to the Cardholder, and BEA reserves the right to immediately demand that the Cardholder pay the balance of all outstanding unpaid instalment payments and other related fees and/or charges forthwith.
12. Unless otherwise stated herein, words and expressions as defined in the Cardholder Agreement shall have the same meaning when used in these Terms and Conditions. For the avoidance of doubt, nothing in these Terms and Conditions shall prejudice or affect the terms and conditions of the Cardholder Agreement. These Terms and Conditions shall be in addition to and in conjunction with the terms and conditions of the Cardholder Agreement.
13. Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

## 東亞銀行信用卡免息分期付款計劃條款及細則

1. 東亞銀行信用卡免息分期付款計劃(「此計劃」)適用於東亞銀行信用卡或聯營卡之客戶(「客戶」)，但不適用於東亞銀行公司卡及東亞銀行預繳卡之客戶。
2. 此計劃為一項免息借貸交易。所有申請須經東亞銀行有限公司(「本行」)接納方為有效。本行有權接納或拒絕任何申請，而毋須給予解釋。申請一經接納，本行將會借出相等於產品及/或服務購買價之免息分期貸款金額(「分期金額」)予客戶。
3. 客戶授權及確認本行，可根據本行與參與商戶(「商戶」)之間的協議，將分期金額一次過繳付予商戶。客戶並同意及確認以每月分期付款方式清還分期金額及授權本行由客戶指定的東亞銀行信用卡賬戶(「指定賬戶」)扣除每月之分期付款金額，直至分期金額全部清還為止。客戶同意及確認不可取消此計劃及撤銷以上之安排。
4. 本行將於指定賬戶之信用額內扣減分期金額，並於收妥每月之分期付款金額後，按比例恢復指定賬戶之信用額。
5. 每月之分期付款金額將於指定賬戶扣除及在月結單上列明，倘若客戶未能在月結單上所列明的到期繳款日或之前繳付最低付款額或月結單總結欠，本行將根據東亞銀行信用卡服務收費概覽，收取逾期費用及/或財務費用及/或拖欠財務費用。
6. 倘若客戶不遵從此條款及細則或相關之東亞銀行信用卡持卡人合約(「持卡人合約」)中之任何規定，或該指定賬戶因任何理由被取消或終止，本行可在絕對及自主的酌情權下，收取額外HK\$150提早還款手續費，及於客戶指定賬戶扣除應付之分期付款金額的餘數，及/或終止客戶參與此計劃。
7. 如本行收到由商戶所要求退回之有關產品及/或服務的款項後，該款項將入賬於指定賬戶內，而客戶所有應付之分期付款金額的餘數，將同時於指定賬戶內扣除。
8. 客戶同意及確認本行並非此計劃之產品及/或服務供應商，故不會就商戶提供之產品、服務及/或資料引起或與其有關的事宜負上任何責任，包括但不限於產品或服務之供應、提供、品質及保證或提供之資料承擔任何法律責任及作出任何陳述或擔保。即使客戶購買之產品及/或服務是低於標準、全部或部份損壞或失效，或不獲提供，本行仍有權由指定賬戶扣除每月之分期付款金額，直至客戶全數繳清分期金額。客戶並確認此計劃為非一般信用卡交易及不受任何信用卡差錯處理條款之保障。故客戶不可對本行作出任何有關之追討，包括但不限於已繳付金額之退款，並須承擔在任何情況下，對本行全數繳清分期金額。所有有關對產品、服務及/或資料的任何查詢或投訴，客戶應直接聯絡商戶。
9. 倘客戶購買之產品及/或服務需由商戶於將來分段遞送/提供，客戶清楚明白及接受須承擔在任何情況下，包括但不限於商戶倒閉、破產或清盤，而該產品及/或服務被延遲遞送及/或不獲提供的風險。惟客戶自行決定購買該產品及/或服務，並同意及確認本行可透過分期付款方式獲償還由本行借出之分期金額直至所有分期金額被繳清之權利，並不會受到任何損害或影響。
10. 客戶同意及確認本行及商戶可按彼等認為之需要，交換客戶就執行此計劃而提供之個人資料。
11. 本行可在絕對及自主的酌情權下，隨時修訂或更改此條款及細則，及/或修改或取消此計劃而毋須事前通知客戶。本行並保留向客戶即時追討所有未償還款項及有關之費用之權利。
12. 除非另有指示，此計劃之條款及細則所用之詞彙及句式應被視為與持卡人合約內容相同。此計劃之條款及細則並不對持卡人合約之條款及細則構成任何損害或影響。此計劃之條款及細則乃為補充持卡人合約之條款及細則而定。
13. 此條款及細則之中英文版本如有任何歧異，概以英文版本為準。