



## 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") while holders of BEA Corporate Card, BEA CUP Dual Currency PLATINUM Credit Card RMB Account, BEA Renminbi Credit Card, BEA Traveller's Card, and BEA Prepaid Card are excluded.
2. To participate in the Programme, the Cardholder shall sign an application form (the "Application Form") provided by the participating merchant (the "Merchant") for the Programme (if applicable), and the Cardholder authorises The Bank of East Asia, Limited ("BEA") to debit the monthly instalment payment due from the designated BEA Credit Card account of the Cardholder (the "Designated Account") to pay for the goods and/or services obtained by the Cardholder from the Merchant in the Programme.
3. BEA may at its sole and absolute discretion reject an application for the Programme without giving any reason.
4. This Programme is an interest-free loan transaction. Upon its approval of an application in the Programme, BEA will lend to the Cardholder an interest-free instalment loan amount (the "Instalment Amount") that is equivalent to the sum of the total purchase price of the goods and/or services payable by the Cardholder to the Merchant.
5. The Cardholder authorises and acknowledges that BEA will transfer and pay the Instalment Amount or any part thereof to the Merchant in accordance with the agreement between BEA and the Merchant. The Cardholder further agrees to repay the Instalment Amount in monthly instalments and authorises BEA to debit the monthly instalment payment from the Designated Account each and every month starting from the month as determined by BEA until full settlement of the Instalment Amount is made. Without notification to the contrary, the number of the monthly instalments will be that approved by BEA. BEA shall calculate the amount of each monthly instalment payment in accordance with the following principles:
  - (i) each monthly instalment payment shall be equal to the Instalment Amount lent to the Cardholder in the Programme divided by the number of monthly instalments approved by BEA;
  - (ii) each monthly instalment payment shall be adjusted to an integral number and BEA shall have the right to make any adjustment necessary to fulfill this requirement; and
  - (iii) if the monthly instalment payment as an integral number times the total number of monthly instalments approved by BEA is less than the Instalment Amount lent to the Cardholder in the Programme, the difference shall be added to the first monthly instalment payment whereby the Cardholder must settle the same when the first monthly instalment payment becomes due.Notwithstanding the above, the Cardholder acknowledges that BEA reserves the sole right to vary or depart from the above principles at any time without prior notice. In the event of any dispute, the decision of BEA shall be final and conclusive.
6. The Instalment Amount available to each applicant in the Programme shall not exceed the remaining relevant credit limit of the Designated Account at the time of application. If the available credit limit of the Designated Account is insufficient for the Instalment Amount applied for by the Cardholder in the Programme, BEA reserves the right to reject the Cardholder's application.
7. Each monthly instalment payment will be charged to the Designated Account, and will appear on the monthly statement and be payable by the Cardholder as such in accordance with the terms and conditions of the BEA Credit Cardholder Agreement (Personal Account)/BEA World MasterCard Cardholder Agreement (Personal Account)/BEA CUP Dual Currency PLATINUM Credit Cardholder Agreement (Personal Account) (as the case may be) (the "Cardholder Agreement"). 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 if the minimum payment or the statement balance shown on the statement is not paid in full on or before the payment due date specified on the statement.
8. It is the sole responsibility of the Cardholder to ensure that the Designated Account has sufficient credit limit each and every month for the monthly instalment payment in the Programme. Otherwise, BEA will charge an over credit limit fee as specified in the Schedule of Fees & Charges for BEA Credit Card Services.
9. The Cardholder agrees and acknowledges that BEA is not the provider of goods and/or services in the Programme, and therefore BEA shall not be legally liable in respect of the goods and/or services provided by the Merchant in the Programme, including but not limited to liabilities resulting from the provision, quality, and warranty of the said goods and/or services, and that BEA is entitled to debit the monthly instalment payment from the Designated Account, until full payment of the Instalment Amount pursuant to the Programme notwithstanding the fact that the goods and/or services acquired by the Cardholder from the Merchant pursuant to the Programme are sub-standard or damaged or have malfunctioned, or failed partially or totally, or have not been delivered.

10. In any event, the Cardholder is required to repay the Instalment Amount in full to BEA. For situations where the goods and/or services acquired from the Merchant in the Programme will be delivered/provided in stages on various future dates, the Cardholder understands and acknowledges that the total purchase price will be settled upon conclusion of the transaction subsequent to the approval of the application in the Programme pursuant to Clause 5 above. 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 pursuant to Clauses 5 and 7 above will not be prejudiced or affected in any way.
11. Unless otherwise specified, the Programme cannot be enjoyed in conjunction with any other promotional programme or discount offer.
12. The Cardholder agrees and acknowledges that notwithstanding replacement or change of the goods and/or services or refund of the purchase price by the Merchant to the Cardholder, participation of the Cardholder in the Programme and these Terms and Conditions shall remain unchanged.
13. If the Designated Account is terminated by BEA or the Cardholder or if participation in the Programme is cancelled by the Cardholder during the Instalment Amount repayment period, for whatever reason, all outstanding amounts together with an additional HK\$150 handling fee will become immediately due and payable by the Cardholder.
14. BEA may, at its sole and absolute discretion, debit from the Designated Account and/or other accounts held by the Cardholder and maintained with BEA an amount equivalent to the balance of all outstanding unpaid monthly instalment payments and/or relevant handling fees due and payable and/or terminate the Cardholder's participation in the Programme in such circumstances as it may at its sole and absolute discretion consider appropriate including but not limited to the following:
  - (i) the Designated Account is cancelled either by the Cardholder or BEA or a notice to such effect is sent by other parties;
  - (ii) the Cardholder fails to settle any monthly instalment payment in a timely manner; and
  - (iii) the Cardholder fails to abide by the provisions contained in the Cardholder Agreement in respect of the Designated Account or any of these Terms and Conditions.
15. The Cardholder acknowledges that BEA makes no representation or guarantee as to the quality and availability of the products, services, and/or the information provided by the Merchant. The Merchant will be responsible for any matters arising from or in connection with the products, services, and/or information it provides in relation to which BEA will have no liability whatsoever. Any enquiry or complaint regarding the products, services, and/or information should be directed to the Merchant.
16. The Cardholder agrees to irrevocably indemnify BEA against any loss, damage, costs and/or expenses resulting from or in connection with any breach in the performance of the obligation of the Cardholder in the Programme including but not limited to the repayment of the Instalment Amount lent by BEA in the Programme.
17. 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.
18. 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 late charges and/or finance charges and/or default finance charges forthwith.
19. The Cardholder agrees to comply with all the terms and conditions stipulated on the promotional materials of the Programme.
20. 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.
21. Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

Customer Services Hotline: 3608 6628

(02/2010)

## 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、東亞銀行銀聯雙幣白金信用卡人民幣賬戶、東亞銀行人民幣信用卡、東亞銀行旅遊卡及東亞銀行預繳卡之客戶。
2. 就參與此計劃，客戶須簽署由特約商戶(「商戶」)提供有關此計劃之申請表(「申請表」)(如適用)及授權東亞銀行有限公司(「本行」)於客戶指定的東亞銀行信用卡賬戶(「指定賬戶」)，扣除以分期付款方式每月應付之金額，以購買於此計劃中由商戶提供的產品及/或服務。
3. 本行擁有一切絕對及自主的批核權並可於毋須提供理由下拒絕此計劃之申請。
4. 此計劃為一項免息借貸交易。客戶之申請一經本行批核，本行便會借出相等於客戶須繳付商戶購買產品及/或服務總值之免息分期貸款金額(「分期金額」)予客戶。
5. 客戶授權及確認本行可遵照與商戶簽訂的協議把分期金額之全部或部份轉給及繳付予商戶。客戶同意以分期付款方式清還分期金額及授權本行由本行所決定之第一個月起每月自指定賬戶扣除每月之分期付款金額直至所有分期金額繳清。除非另行通知，每月分期付款之期數為本行批核的期數。本行將根據以下的原則計算每月之分期付款金額：
  - (i) 每月之分期付款金額相等於本行就此計劃借出之分期金額除以本行已批核之每月分期付款期數；
  - (ii) 每月之分期付款金額將被調整為整數及本行有權就達成此原則進行任何調整；及
  - (iii) 倘調整為整數後之每月分期付款金額，乘本行已批核之每月分期付款期數所得之總數，少於本行就此計劃借出之分期金額，該差額便會撥到第一期的每月分期付款金額，並須在第一期分期付款金額到期日一併繳清。儘管以上原則，客戶確認本行有權更改或偏離以上之原則而毋須預先通知。如有任何爭議，本行保留最終之決定權。
6. 客戶就分期付款申請可獲得之總額不可超過指定賬戶於申請時仍享有之剩餘信用額。如指定賬戶之信用額不足以支付客戶申請此計劃之分期金額，本行有權不接納客戶之申請。
7. 每月之分期付款金額將記入指定賬戶及在月結單上列明，且須由客戶根據東亞銀行信用卡持卡人合約(私人賬戶)/東亞銀行World萬事達卡持卡人合約(私人賬戶)/東亞銀行銀聯雙幣白金信用卡持卡人合約(私人賬戶)(視情況而定)(「持卡人合約」)的條款及細則繳付。倘若客戶未能在月結單上所列明的到期繳款日或之前全數繳付最低付款額或月結單總結欠，本銀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。
8. 客戶有責任確定指定賬戶有充足之信用額以繳付此計劃每月之分期付款金額，否則本行將根據東亞銀行信用卡服務收費概覽，收取超出信用額費用。
9. 客戶同意及確認本行並非此計劃之產品及/或服務供應商，故不會就商戶根據此計劃提供之產品及/或服務的供應、品質及保證承擔任何法律責任。即使客戶就此計劃向商戶購買之產品及/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，直至客戶全數繳清本行就此計劃借出之分期金額。

10. 不論任何情況，客戶必須向本行繳清所有分期金額。倘客戶就此計劃自商戶購入之產品及/或服務需由商戶於將來分段遞送/提供，客戶明白及確認在交易完成及此計劃之申請獲批核後，根據上述之第五條款清還分期金額。客戶清楚明白及接受須承擔包括但不限於商戶倒閉、破產或清盤的情況下，該等產品及/或服務延遲遞送及/或不獲提供的風險，但是客戶自行決定購買該產品及/或服務，並同意及確認本行在上述之第五及第七條款所列明，本行可透過分期付款方式獲償還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。
11. 除特別註明外，此計劃不可與其他優惠及折扣同時享用。
12. 客戶同意及確認儘管客戶退換或更改購買之產品及/或服務，或獲商戶退還該產品及/或服務的價值，客戶就此計劃的參與及此條款及細則並沒變更。
13. 若不論任何原因於清還分期金額期間，本行或客戶取消指定賬戶及/或客戶終止此計劃，客戶須立即繳付未清還款項之全數及額外HK\$150手續費。
14. 本行可在行使絕對自主的酌情權下決定，在認為恰當之情況下於指定賬戶及/或客戶在本行之其他賬戶中扣除相等於應付之分期付款之餘數及/或任何有關之手續費及/或終止客戶就此計劃之參與。該等情況包括但不限於下列各點：
  - (i) 指定賬戶被客戶或本行取消，或在收到由其他人發出的有關通知而被取消；
  - (ii) 客戶未能依期供款；
  - (iii) 客戶不遵從適用於該指定賬戶的持卡人合約中之規定或此條款及細則中之任何規定。
15. 客戶確認本行不會對商戶提供之產品、服務之質素及供應量及/或資料作出任何陳述或保證。商戶將承擔任何有關產品、服務及/或資料之責任。而本行不會就有關產品、服務及/或資料負上任何責任。如對產品、服務及/或資料有任何查詢或投訴，客戶應直接聯絡有關商戶。
16. 客戶同意並不可撤銷地彌償本行任何源於客戶違反此計劃之責任的損失、損害、費用及/或開支，包括但不限於清還本行就此計劃借出的分期金額。
17. 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。
18. 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逾期費用及/或財務費用及/或拖欠財務費用之權利。
19. 客戶同意遵守其他有關此計劃之推廣優惠文件上所列之條款及細則。
20. 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。
21. 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。

客戶服務熱線：3608 6628

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