

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.