

華僑銀行信用卡免息分期貸款計劃條款及細則 OCBC Credit Card Interest-free Instalment Loan Program – Terms and Conditions

條款及細則:

- 華僑銀行信用卡免息分期貸款計劃("貸款計劃")只適用於持有由華僑銀行(香港)有限公司("銀行")發出之有效華僑銀行信用卡/聯營卡之持卡人("持卡人")。
- 2. 持卡人可申請貸款計劃向銀行指定之商戶("供應商")購買貨品及/或服務("產品")。
- 3. 此貸款計劃為一項免息借貸交易,持卡人之申請一經批准接納,銀行便以借貸的方式向持卡人提供一筆相等於持卡人須繳付供應商購買產品之總購買價的免息貸款金額("貸款")。持卡人不可撤回地授權並指示銀行於貸款計劃申請獲接納後,代為一次過將全數貸款金額轉給及支付供應商,以繳清產品之總購買價。持卡人承諾將按本條款及細則向銀行以每月分期付款方式償還全部貸款。每月分期付款金額("每月分期金額")將以貸款除以持卡人申請並獲銀行批核之每月分期付款期數(即供款期)計算。銀行保留調整每月分期金額為最近整數及還款日期之權利。每月分期付款期數、每月分期金額及供款期一經批核,未得到銀行的事先書面同意下均不得更改。無論任何情況下,銀行均不會接受持卡人申請提早償還貸款。
- 4. 銀行有全權及絕對酌情權接納或拒絕貸款計劃之申請而毋須給予任何理由。對於持卡人因銀行接納或拒絕申請的 決定而蒙受或招致的損失或責任,銀行均不會負上任何法律責任。
- 5. 持卡人貸款計劃之申請一經批核,不可中途取消或更改。無論在任何情況下,持卡人均須償還貸款之全數予銀行。
- 6. 持卡人同意並不可撤回地授權銀行由銀行訂明之第一個月份起每月自指定之華僑銀行信用卡賬戶("信用卡賬戶")扣除每月分期金額直至持卡人償還全部貸款為止。
- 7. 每月分期金額將記入信用卡賬戶,並在信用卡月結單列明。所有華僑銀行持卡人協議("協議")內有關付款、財務費用及其他收費的條款均適用。倘若持卡人未能於月結單內指明之到期付款日當日或之前全部繳付月結單內指明之總結欠,銀行將按協議就信用卡賬戶內之所有結欠收取按當時適用於信用卡賬戶之利率相關之財務費用及逾期收費(如適用的話)。倘若持卡人能於每月之到期付款日當日或之前全部繳付月結單內指明之總結欠,持卡人毋須就該每月分期金額支付利息或財務費用。
- 8. 貸款計劃之申請一經批核,信用卡賬戶之可用信用限額將按貸款金額相應減低並於銀行每月成功於信用卡賬戶支取每月分期金額後相應提升。
- 9. 持卡人同意及確認銀行並非產品之供應商,故不會作出有關產品之陳述或擔保及不會給予有關產品之保證,包括但不限於產品之供應、品質、適用、表現或其他有關產品之事項。銀行不會就有關產品之任何事項對持卡人或第三方承擔任何責任或法律責任。在不限制上述的一般性的原則下,銀行不會就產品(或其任何部份)之任何不適當、缺陷或損壞或其供應與否而承擔責任。各供應商須自行承擔有關產品之所有責任。因產品引起或有關之任何爭議或投訴,持卡人必須自行直接與供應商解決。
- 10. 不論持卡人對供應商(及/或任何第三方)是否有索償或持卡人與供應商(及/或任何第三方)之上述爭議是否獲得解決或任何供應商之倒閉或破產或清盤,無論在任何情況下持卡人必須按本條款及細則及協議償還貸款及所有其他金額及承擔對銀行之其他責任。持卡人並承諾及授權銀行繼續從信用卡賬戶扣除每月分期金額直至完全清還貸款為止。
- 11. 在不影響第九及第十條款的原則下,無論在任何情況下對於因使用產品而蒙受或引致的任何損害、損失或責任, 或持卡人所蒙受或招致的任何相應、附帶或特殊的損失,銀行概不會向持卡人負上任何法律責任。
- 12. 倘持卡人就貸款計劃自供應商所購買之產品屬預繳性質,持卡人明白及同意全數貨款金額將根據上文第三條款轉 賬及支付予供應商。持卡人現聲明清楚明白及接受須承擔有關產品可能延遲或未能遞送及/或不獲提供的風險(包 括但不限於供應商倒閉、破產或清盤)。
- 13. 因貸款計劃為一項免息分期借貸交易而並非一般信用卡交易,有關之貸款交易將不能享有一般信用卡交易之「退單」的權利或任何其他類近的保障,該等權利亦不適用於貸款計劃及/或貸款。持卡人不能向銀行申索任何補償、損失或賠償。
- 14. 儘管本條款及細則、協議或任何其他文件另有任何相反條文,銀行保留權利可在任何時間並毋須事前另行通知行使絕對酌情權決定立即終止貸款計劃及要求持卡人立即清還根據貸款計劃須支付的所有金額(即貸款或貸款餘額、所有應收財務費用、HK\$150之手續費及所有持卡人按貸款計劃、本條款及細則及協議應付之所有其他金額),在此情況下所有該等按貸款計劃應付之金額將立即到期及應付,並於信用卡賬戶內扣除。在不影響上述的一般性及銀行的任何其他權益及補償的原則下,如發生以下任何一個事件,銀行有權作出該等要求並由信用卡賬戶進行該等扣賬:
 - i) 持卡人違反本條款及細則及/或協議之任何條款及細則;
 - ii) 信用卡賬戶沒有可用或足夠的信用額用作繳付到期付款之每月分期金額;
 - iii) 持卡人欠繳按貸款計劃應付之任何金額;
 - iv) 若信用卡賬戶被持卡人取消或被銀行以任何原因停用、取消或終止;
 - v) 因任何理由貸款計劃被終止或取消。
- 15. 貸款金額可獲享「現金回贈」計劃之優惠。
- 16. 持卡人同意並授權銀行可使用或向供應商透露或交換任何有關持卡人之資料,為核對就貸款計劃持卡人的個人資料。持卡人可要求查明或更改其個人資料但須向銀行繳付合理手續費。

- 17. 持卡人須同意受本條款及細則(包括銀行不時所作之修改)所約束。銀行保留隨時終止、取消或暫停貸款計劃及/或 修改或修訂本條款及細則之權利而毋須事前另行通知。
- 18. 銀行有絕對酌情權決定任何有關貸款計劃之事項。如有任何爭議,銀行之決定是最終及具決定性,並對閣下具約束力。
- 19. 本條款及細則乃為補充協議之條款及細則而定。倘本條款及細則與協議的條款及細則有任何歧異或不相符之處, 在該歧異或不相符之處,則以本條款及細則為準。
- 20. 本條款及細則之中文譯本僅供參考,如中文與英文本有任何歧異或抵觸,概以英文本為準。
- 21. 貸款計劃及本條款及細則按照受香港特別行政區法律管限及詮釋。

Terms and Conditions:

- "OCBC Credit Card Interest-Free Instalment Loan Program" ("Instalment Program") is only applicable to cardholders (collectively "Cardholders", each "Cardholder") of OCBC Credit Card/Co-branded Card issued by OCBC Bank (Hong Kong) Limited ("Bank").
- 2. The Cardholder can apply for the Instalment Program to purchase goods and/or services ("Products") from any merchant as designated by the Bank from time to time ("Merchant").
- 3. The Instalment Program is an interest-free loan transaction. Upon approval of an application for the Instalment Program, the Bank will lend to the Cardholder an interest-free loan ("Loan") of an amount equivalent to the sum of the total purchase price of the Products payable by the Cardholder to the Merchant. The Cardholder irrevocably authorizes and directs the Bank to transfer and pay the full Loan amount to the Merchant in one lump-sum for settlement of the said purchase price of the Products upon approval of the application for the Instalment Program. The Cardholder shall repay the Bank the Loan in full by equal monthly instalments in accordance with these Terms and Conditions. Each monthly instalment of the Loan ("Monthly Instalment Amount") shall be calculated by dividing the Loan by the number of months constituting the repayment period as applied by the Cardholder and approved by the Bank. The Bank reserves the right to adjust the Monthly Instalment Amount to a round number and the repayment date. The number of monthly instalments, the Monthly Instalment Amount and the repayment period once approved cannot be changed without the Bank's prior written consent. In any event, the Bank shall not accept the Cardholder's application for the early repayment of the Loan.
- 4. The Bank shall have the sole and absolute right to accept or reject an application for the Instalment Program without giving any reasons therefor. The Bank is not and shall not be liable or responsible in any way for any loss or liability which the Cardholder may suffer or incur in consequence or arising out of the Bank's decision of acceptance or rejection.
- 5. The application for the Instalment Loan Program cannot be withdrawn or changed once it has been approved. In any event, the Cardholder is required to repay the Loan in full to the Bank.
- 6. The Cardholder agrees and irrevocably authorizes the Bank to debit the Monthly Instalment Amount from the Cardholder's designated OCBC Credit Card Account ("Card Account") each and every month starting from the month prescribed by the Bank until the whole loan amount is repaid in full.
- 7. Each Monthly Instalment Amount will be charged to the Card Account and will be shown on the monthly statement. All provisions of the OCBC Cardholders Agreement ("Agreement") relating to payment, finance charges and other charges and fees shall apply. Any Monthly Instalment Amount not paid in full on or before the due date as specified in the statement will be subject to finance charges (and where applicable, late charge) in accordance with the Agreement. If full repayment of the statement balance specified in the statement is made on or before the due date of each month, no interest or finance charges will be charged. If the statement balance specified on the statement is not paid in full on or before the due date as specified therein, finance charges at the prevailing interest rate applicable to the Card Account (and where applicable, late charge) will be charged on all outstanding balance on the Card Account in accordance with the Agreement.
- 8. Upon approval of an application of the Instalment Program, the available credit limit of the Card Account shall be reduced by the Loan amount and shall be progressively restored as each Monthly Instalment Amount is paid and debited from the Card Account.
- 9. The Cardholder agrees and acknowledges that the Bank is not the provider of the Products, and makes no representation or guarantee and gives no warranty in connection with the Products, including without limitation as to its provision, quality, fitness, performance or any other matter concerning the Products. The Bank shall not be responsible or liable to the Cardholder or any third party for any matters relating to the Products. Without limiting the generality of the aforesaid, the Bank shall not be liable for any inadequate, defective or damaged Products or any non-delivery of the Products (or any part thereof). The respective Merchant is solely responsible for all obligations and liabilities in relation to the Products. Any disputes or complaints arising from or in connection with the Products (or any part thereof) shall be resolved directly with the Merchant by the Cardholder.

- 10. Irrespective of whether the Cardholder has any claim against the Merchant (and/or any other third party) or whether any of the above mentioned disputes between the Cardholder and the Merchant (and/or any other third party) shall be resolved, or any closure or bankruptcy or winding-up of the Merchant, the Cardholder undertakes to repay the Loan and all other sums and liabilities payable to the Bank pursuant to these Terms & Conditions and the Agreement in any event and agrees and irrevocably authorizes the Bank to continue to debit the Monthly Instalment Amounts from the Card Account until full repayment of the Loan.
- 11. Without prejudice to Clauses 9 and 10 hereof, the Bank shall not under any circumstances be liable to the Cardholder for any damages, loss or liability whatsoever or any consequential, incidental or special damages suffered or incurred by the Cardholder arising from or in connection with his/her use of the Products.
- 12. Where the Products acquired from the Merchant will be delivered/provided in stages on various future dates, the Cardholder understands and agrees that the full Loan amount will be transferred and paid to the Merchant pursuant to Clause 3 above. The Cardholder declares that he/she fully understands and accepts the risk of potential deferred or non-delivery and/or non-performance of the Products, including but not limited to the closure or bankruptcy or winding-up of the Merchant.
- 13. As the Instalment Program is an interest-free loan transaction and not a normal credit card transaction, the "Chargeback" right or any other similar protection under normal credit card transactions is not available and does not apply to the Instalment Program and/or the Loan. The Cardholder shall not claim for any compensation, loss or damages from the Bank.
- 14. Notwithstanding anything to the contrary contained in these Terms and Conditions, the Agreement or any other document, the Bank reserves the right to immediately terminate the Instalment Program at any time at its sole discretion without prior notice and demand immediate repayment of all sums payable under the Instalment Program (namely, the Loan or outstanding balance thereof, all accrued finance charges, handling fee of HK\$150, and all other sums payable by the Cardholder under the Instalment Program, these Terms and Conditions and the Agreement), whereupon all such sums payable under the Instalment Program shall become due and payable immediately and be debited from the Card Account. Without prejudice to the generality of the foregoing and any other rights and remedies of the Bank and in addition thereto, the Bank shall be entitled to make such demand and effect such debit from the Card Account if any one of the following events occurs:
 - (i) there is any breach on the part of the Cardholder of any of these Terms and Conditions and/or the Agreement;
 - (ii) there is no available or insufficient credit limit in the Card Account to pay for a Monthly Instalment Amount when due;
 - (iii) there is any default in payment of any amounts due under the Instalment Program;
 - (iv) if the Card Account is cancelled by the Cardholder or suspended, cancelled or terminated by the Bank for any reason whatsoever; or
 - (v) the Instalment Program shall be terminated or cancelled for any reason.
- 15. The Loan amount is eligible for the "Cash Rebate Reward Scheme".
- 16. The Cardholder agrees and authorizes the Bank to release, use or exchange any information about the Cardholder to the Merchant for the purpose of verifying his/her personal information in relation to the Instalment Program. The Cardholder can request or amend his/her personal information at a reasonable handling fee as required by the Bank.
- 17. The Cardholder agrees to be bound by these Terms and Conditions (as may be amended by the Bank from time to time). The Bank reserves the right to terminate, cancel or suspend at any time the Instalment Program and/or to amend or revise these Terms and Conditions without prior notice.
- 18. The Bank has absolute discretion to determine any matter in connection with the Instalment Program. In case of any disputes, the Bank's decision shall be final and conclusive and binding on the Cardholder.
- 19. These Terms and Conditions shall be in addition to and in conjunction with the terms and conditions of the Agreement. In case of any conflict or discrepancy between these Terms and Conditions and the Agreement, these Terms and Conditions shall prevail in relation to the Instalment Program to the extent of the conflict or discrepancy.
- 20. The Chinese version of these Terms and Conditions is for reference only, In case of any conflict or inconsistency between the Chinese and the English versions of these Terms and Conditions, the English version shall prevail.
- 21. The Instalment Program and these Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.