

Cardholder should read the Terms and Conditions of Dah Sing / MEVAS Credit Card “Happy Installment” Plan carefully before application and make sure that they are well understood. Cardholder will be deemed to have accepted these Terms and Conditions upon the first application of the plan.

I. Definitions

The following expressions shall have the following meanings when used in these Terms and Conditions:

- “Cardholder” means holder of a valid Dah Sing / MEVAS Credit Card.
- “Plan” means Dah Sing / MEVAS Credit Card “Happy Installment” Plan
- “Bank” means Dah Sing / MEVAS Bank, Limited
- “Card Account” means the Dah Sing / MEVAS Credit Card Account which Cardholder uses for installment plan arrangement.
- “Designated Account” means non-Dah Sing / MEVAS Credit Card Account issued by other Hong Kong credit card issuing institutions.
- “Transaction” means the original retail purchase of goods and / or services to be paid for by installments subject to these Terms and Conditions.
- “Installment Transaction Amount” means the amount of Transaction payable by installments.
- “Monthly Handling Fee” and “Handling Fee” have the meaning ascribed to those words in Clause 4.
- “Monthly Repayment Amount” has the meaning ascribed to those words in Clause 5.

II. “Happy Installment” Plan Terms and Conditions

1. The Plan is applicable to transactions made via Dah Sing / MEVAS Credit Card or credit cards issued by other Hong Kong credit card issuing institutions. Both overseas and local retail transactions are accepted, except transaction of instalment plan, gambling nature and transactions without sales slips (e.g., on-line purchase, mail order, phone order, autopay, balance transfer, credit card annual fee, charges, handling fee, interest or financial charges, etc).
2. Cardholder, who must hold a valid Dah Sing / MEVAS Credit Card, has to apply at least 10 working days before payment due date of the Transaction, as printed on the monthly statement (the Transaction should be made in recent 2 months based on the receiving date of application by the Bank). The Transaction must be posted to Card Account if made via Dah Sing / MEVAS Credit Card; for non-Dah Sing / MEVAS Credit Card Transactions, Cardholder must submit respective sales slip with valid authorization code. Each Transaction can be applied for the Plan once only.
3. The Transaction must be at minimum amount determined by the Bank from time to time in individual specific promotion (or its equivalent in other currencies) and the minimum Installment Transaction Amount must be that amount or above. The Bank’s exchange rate at the date of application will be used as the standard conversion rate of foreign currencies to Hong Kong Dollars.
4. For each approved application, a handling fee will be charged, and is on 6/12/18/24 - month basis (each a “Monthly Handling Fee” and collectively for 6/12/18/24 months the “Handling Fee”). The Handling Fee is to be determined by the Bank from time to time in individual specific promotion. The Bank has the right to revise the Handling Fee.
5. Monthly Repayment Amount is the sum of the Installment Transaction Amount divided by the installment period plus the Monthly Handling Fee as defined by the Bank. Should there be any decimal place in the Monthly Repayment Amount, it will be rounded up to the nearest Dollar.
6. “Credit Card Instant Cash Reward” / “Cash Rebate” / “Bonus Point” scheme are only applicable to Dah Sing / MEVAS Credit Card Transactions and to Cardholder who are entitled to this benefit. However, the Monthly Repayment Amount will not be entitled to this benefit.
7. If the Plan is early settled or cancelled by Cardholder for whatever reason, the Bank reserves its right to charge the Cardholder HK\$200 Installment Plan Cancellation Fee (per product / service). The Bank has the right to revise the amount of such fee. Besides, the Bank is authorized to charge the Card Account the aggregate of all remaining Installment Transaction Amount and Handling Fee in relation to Installment Transactions approved but not yet posted to the Card Account. The Bank is also authorized to demand immediate payment of all sums outstanding under these Terms and Conditions, whether or not the amount is reflected in a Statement or due and payable at the date of the demand.
8. Once approved, the Plan is irrevocable and no alteration can be made. Cardholder agrees and authorizes the Bank to debit the Monthly Repayment Amount from the Card Account. Cardholder should reserve sufficient credit limit for the Monthly Repayment Amount during the whole installment period. In case there is no available or insufficient credit limit in the Card Account to meet the Monthly Repayment Amount due or where any minimum payment due under the Card Account is not paid as stated in Dah Sing / MEVAS Credit Card Cardholder Agreement (“Agreement”) or where the Card Account is terminated for whatever reason (whether by the Cardholder or the Bank), the Bank is authorized to automatically and without notice debit the entire amount of the loan or the balance thereof from the Card Account. The Cardholder shall repay the loan and other amount due including any financial charge in the Card Account according to the terms of the Agreement.
9. Cardholder can mail or fax application form to Dah Sing / MEVAS Credit Card Centre or apply by telephone. In case the application form is sent to the Bank by fax, the Bank shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on Cardholder. Where any application is made by telephone, the Bank shall be entitled to treat such communication as made or fully authorized by and binding on the Cardholder without enquiry on the Bank’s part as to the authority or identity of the person making or purporting to make such communication and regardless of the amount of money involved or circumstances prevailing and notwithstanding any error or misunderstanding or lack of clarity.

10. Telephone application is not applicable to supplementary cardholder. Should supplementary cardholders wish to apply the Plan, he / she can complete the application form, which must be co-signed by his / her principal cardholder.
11. Cardholder authorizes the Bank to settle the amount due for the Transaction. The amount will be treated as a loan granted to the Cardholder by the Bank (with no prejudice on Clause 8) and will be repaid by the Cardholder by installments each with such amount as prescribed by the Bank and agreed by the Cardholder.
12. The Bank is only responsible for arranging payment facilities via the Plan and disclaim any liability or duty relating to the product(s) / service(s) sold or provided. The Merchant and its related supplier will be solely responsible for all obligations and liabilities relating to the supply, sale, delivery, installation, warranty, other common law or statutory provisions of the product(s) / service(s) and the ancillary services if any. The Bank will not guarantee the quality and possession of intellectual property of the product(s) / service(s).
13. Approval of application is subject to the credit limit and credit history of Cardholder and available balance of the Card Account. Besides, the Card Account must be in normal status. In the event of a cancelled or expired Card Account, the application will not be accepted. The Bank has the right to accept or reject an application without the need to provide reason. The Bank also reserves the right to terminate an installment arrangement at any time without prior notice and no claim shall be made by Cardholder.
14. The Bank reserves the right to approve or reject the above request and to revise the terms and conditions of the Plan (in whole or in part) at any time.
15. The terms and conditions contained herein shall form part of the Agreement governing the use of Dah Sing / MEVAS Credit Card and shall be construed accordingly. In case of any conflict between these Terms and Conditions and the Agreement, these Terms and Conditions shall prevail.
16. For any disputes, Dah Sing / MEVAS Bank reserves the right to make final decision.

III. Other Terms and Conditions (applicable to non-Dah Sing / MEVAS Credit Card Installment Transaction)

For Transactions made by non-Dah Sing / MEVAS Credit Card Account issued by other Hong Kong credit card issuing institutions ("Designated Account"), Cardholder may apply to request the Bank to pay for him/her the Transaction amount of the Designated Account. However, the Designated Account must be under the same name of the Cardholder. And such Transaction amount/ loan advanced by the Bank (plus the Handling fee) will be debited to the Cardholder's Card Account and to be repaid by the Cardholder via 6 /12/ 18/ 24 months installment. In this case, Cardholder agrees and accept the following terms and conditions in addition to the above-stated terms.

1. The application shall not amount to a representation that the Bank will grant such loan and until payment to the Designated Account has been effected by the Bank, the Cardholder agrees to continue to pay interest and other charges due in respect of the Designated Account.
2. The Bank reserves the right to pay the Designated Account by whatever means as appropriate and all charges to be charged to the Designated Account by its financial institution should be solely borne by Cardholder.

Any discrepancy between the English and Chinese translation, the English version shall prevail.