



滙豐「現金套現」分期計劃／「現金套現」計劃／「簽賬分期計劃」／信用卡免息分期付款計劃條款及細則的修改詳情(2023年1月15日起生效)

我們對「現金套現」分期計劃／「現金套現」計劃／「簽賬分期計劃」／信用卡免息分期付款計劃條款及細則(適用於個人信用卡持有人)作出如下修改，修改部分用下劃線和**粗體字**標出：

「現金套現」分期計劃／「現金套現」計劃／「簽賬分期計劃」條款及細則第1(b)條

『「現金套現」分期計劃／「現金套現」計劃／「簽賬分期計劃」的提供受本條款及細則**(為信用卡條款的附加及補充條款)**規限。閣下以任何方式申請「現金套現」分期計劃／「現金套現」計劃／「簽賬分期計劃」，即被視為已全面接受本條款及細則及信用卡條款**(經補充)**並受其約束。如本條款及細則的規定與信用卡條款的規定有任何不一致，概以本條款及細則為準。』

將信用卡免息分期付款計劃條款及細則(適用於個人信用卡持卡人)更名為信用卡**商戶**免息分期付款計劃條款及細則。

信用卡免息分期付款計劃條款及細則第1(a)及3(b)(ii)條

1(a) 閣下須持有本行發出的個人信用卡(不論是基本卡或附屬信用卡**(或除非另有指定)**)方可申請分期付款計劃。美元滙財金卡、大專學生信用卡、優惠卡、銀聯雙幣信用卡或銀聯雙幣鑽石信用卡均不可參與分期付款計劃。

3(b)(ii) 除非在本條款及細則另有指定，否則**分期付款計劃的提供受本條款及細則(為信用卡條款的附加及補充條款)規限。閣下以任何方式申請分期付款計劃，即被視為已全面接受本條款及細則及信用卡條款(經補充)並受其約束。**就分期付款計劃的任何事宜而言，如本條款及細則與信用卡條款有任何不一致，概以本條款及細則為準。

備註：分期付款／套現計劃條款及細則的當前版本可供查閱和下載，直至2023年6月30日。



信用卡「現金套現」分期計劃條款及細則(適用於個人信用卡持卡人)

1. 參與「現金套現」分期計劃的資格

- (a) 閣下須持有本行發出的個人基本信用卡方可申請「現金套現」分期計劃。非港幣個人基本信用卡、附屬信用卡、聯營卡、大專學生信用卡、滙財金卡 — 學生卡、優惠卡或銀聯雙幣信用卡或滙豐Pulse銀聯雙幣鑽石卡的人民幣子戶口均不可參與「現金套現」分期計劃。
- (b) 「現金套現」分期計劃的提供受本條款及細則及信用卡持卡人合約規限。閣下以任何方式申請「現金套現」分期計劃，即被視為已全面接受本條款及細則及信用卡持卡人合約並受其約束。本條款及細則與信用卡持卡人合約中的條文如有任何不一致，概以本條款及細則的條文為準。
- (c) 閣下同意本行有權隨時及不時決定與任何其他人士或來源獲取及核實有關閣下的資料。尤其閣下同意，為考慮可能提高、降低或修訂信用卡戶口的信用限額，本行有權：
 - (i) 隨時向任何信貸資料機構進行查閱；及
 - (ii) 進行信貸覆核及最少每月向信貸資料機構獲取資料。
- (d) 本行會按本行慣常信貸評估方式決定是否批核閣下的「現金套現」分期計劃申請。本行有權批核或拒絕閣下的申請或批核比閣下在申請中要求較低的提款金額而無需給予任何理由或事先通知。如閣下在本行持有的任何信用卡戶口在當月有逾期欠款記錄，本行有權拒絕閣下的申請。本行不會接受閣下在申請中要求將在本行持有的信用卡戶口中未清還的結欠轉至此分期計劃。

2. 範圍及操作

- (a) 本行會就每宗「現金套現」分期計劃申請設定提款金額的最低及最高限額。本行會在不時就有關「現金套現」分期計劃提供的宣傳單張、網頁或其他通知中指定該等限額。閣下申請「現金套現」分期計劃即被視為已同意本行可在考慮閣下在申請中要求的提款金額後提高信用卡戶口的信用限額。本行會以郵寄方式通知閣下(i)申請結果、(ii)信用限額的調整(如適用)及(iii)獲批核的「現金套現」分期計劃的提款金額(「**提款金額**」)(如適用)。本行就信用卡戶口信用限額的調整及提款金額的批核有最終決定權。
- (b) 如本行批核閣下的「現金套現」分期計劃申請：
 - (i) 本行會從信用卡戶口信用限額扣起相等於(1)提款金額及(2)整段供款期內所有應繳付的每月手續費的總金額。本行會以提款金額除以供款期內的月數再加適用的每月手續費計算每期供款的還款金額(合稱「**還款金額**」)。信用卡戶口的信用限額會隨本行實際收到還款金額後回升；
 - (ii) 本行會在收到為處理閣下的申請所需的所有資料及文件後一次過將提款金額存入或轉賬至閣下在申請中指定的銀行戶口或信用卡戶口。為此目的而言：
 - (1) 該銀行戶口必須是閣下以個人名義在本行或香港境內其他金融機構維持的港幣戶口；及
 - (2) 該信用卡戶口必須是閣下以基本卡持卡人身份在香港境內的其他金融機構或信用卡公司維持的港幣信用卡戶口；及
 - (iii) 此外，本行亦可以支票方式或透過結算所自動轉賬系統(CHATS)轉賬提款金額至指定的銀行戶口或信用卡戶口。
- (c) 本行會把每期還款金額如一項交易每月記賬入閣下的信用卡戶口並在信用卡結單上顯示。當本行批核閣下的「現金套現」分期計劃申請時會把首次還款金額記賬入閣下的信用卡戶口，並在批核後的首張信用卡結單上顯示。

(d) 閣下應確保在任何時候(i)提款金額，(ii)所有應繳付的每月手續費，及(iii)閣下信用卡戶口所有其他未清還的結欠(包括所有未記賬的結欠)的總金額不超過閣下信用卡戶口的獲批信用限額。

(e) 直至本行已按上列(b)段轉賬提款金額予閣下，閣下必須就申請中指定的銀行戶口或信用卡戶口以正常方式繼續還款(及繳付任何財務費用)。本行就閣下由於或有關「現金套現」分期計劃申請而招致的任何財務費用及其他費用無需負責。

(f) 提款金額將不獲享任何「獎賞錢」。

(g) 本行不會退回就「現金套現」分期計劃申請向本行提交的文件(包括申請表格)。

3. 本行的凌駕性權利

(a) 即使本行批核閣下的「現金套現」分期計劃申請或本條款及細則或信用卡持卡人合約另有條文，本行有權隨時：

(i) 將所有剩餘未清還並未記賬入信用卡戶口的提款金額的總金額及其他利息、費用及收費(如適用)全數記賬入信用卡戶口；及

(ii) 要求閣下立即全數清還在「現金套現」分期計劃下欠本行的所有債務。在不限制本行可隨時要求閣下還款的權利的情況下，在下列情況(或任何一項)本行有權提出還款要求：

(1) 不論閣下或本行因任何理由取消或終止信用卡戶口；

(2) 閣下未有繳付信用卡持卡人合約或本條款及細則下任何到期的金額；

(3) 閣下違反信用卡持卡人合約或本條款及細則的任何其他條文；

(4) 閣下提出破產申請或被入稟破產，或閣下未能清還到期的債務；及

(5) 本行因任何理由暫停或終止「現金套現」分期計劃。

(b) 閣下須按本行要求清還在「現金套現」分期計劃下欠本行的所有債務。

4. 不可取消但可提前還款

(a) 閣下的「現金套現」分期計劃申請一經本行批核即不可取消，除非閣下全數清還所有剩餘未清還的提款金額及繳付相等於該未清還的提款金額之百分之二的提前還款費用。閣下須給予本行最少14个工作天的提前還款的事先書面通知。

(b) 閣下必須提前全數還款。本行不接受提前部分還款。提前還款通知一經發出，如無本行同意不可撤回。即使閣下提前還款，本行亦不會退回任何已繳付的每月手續費。

5. 每月手續費

當本行批核閣下的「現金套現」分期計劃申請後，本行可就提款金額收取每月手續費(如適用)。本行會在批核閣下的申請後寄給閣下的批核通知書中指定每月手續費。

6. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

7. 更改本條款及細則

本行有權不時更改「現金套現」分期計劃的每月手續費(如適用)及本條款及細則。本行會以本行認為適當的方式給予閣下事先通知。除非本行於更改生效日期前實際收到在「現金套現」分期計劃下閣下欠本行的所有債務，閣下須受有關更改約束。本行亦有權終止或暫停(或兩者)「現金套現」分期計劃。本行就與「現金套現」分期計劃相關的所有事宜及爭議有最終決定權。

8. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

9. 管轄法律、管轄權及版本

(a) 本條款及細則受香港法律管轄並按其詮釋。

(b) 閣下服從香港法院的非專有管轄權。

(c) 本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

定義

「現金套現」分期計劃指由本行不時提供的信用卡「現金套現」分期計劃。

信用卡指向閣下以基本卡持卡人身分發出並由本行核准參與「現金套現」分期計劃的信用卡。

信用卡戶口指就閣下信用卡設立以供記錄信用卡交易及其他項目的戶口。

信用卡持卡人合約指規管閣下信用卡的相關信用卡持卡人合約。

香港指中華人民共和國香港特別行政區。

供款期指閣下在申請表上指定並已獲本行批核的「現金套現」分期計劃期間。

還款金額的定義見第2(b)(i)條。

本行或**本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

提款金額的定義見第2(a)條。

閣下或**閣下的**指獲本行發出信用卡的人士。

由2019年12月2日起生效

(注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。)

「簽賬分期計劃」條款及細則(適用於個人信用卡持卡人)

1. 參與「簽賬分期計劃」的資格

- (a) 閣下須持有本行發出的個人信用卡(不論是基本卡或附屬信用卡)方可申請「簽賬分期計劃」。美元滙財金卡、大專學生信用卡、優惠卡或銀聯雙幣信用卡或滙豐Pulse銀聯雙幣鑽石卡的人民幣子戶口均不可參與「簽賬分期計劃」。
- (b) 「簽賬分期計劃」的提供受本條款及細則及信用卡持卡人合約規限。閣下以任何方式申請「簽賬分期計劃」,即被視為已全面接受本條款及細則及信用卡持卡人合約並受其約束。
- (c) 本行會考慮閣下信用卡戶口的狀況及以往的還款記錄決定是否批核閣下的「簽賬分期計劃」申請。本行有權批核或拒絕閣下的申請及暫停或終止「簽賬分期計劃」而無需給予任何理由或事先通知。本行就與「簽賬分期計劃」相關的所有事宜及爭議有最終決定權。

2. 範圍及操作

- (a) 「簽賬分期計劃」只適用於以信用卡進行並已誌賬的零售交易。「簽賬分期計劃」並不適用於其他交易,不適用的交易包括:
 - (i) 任何未誌賬、被取消或退款的交易;
 - (ii) 現金貸款;
 - (iii) 分期計劃;
 - (iv) 八達通自動增值服務;
 - (v) 「現金套現」分期計劃及/或「現金套現」計劃的提款金額;
 - (vi) 賭博交易;
 - (vii) 購買及/或充值儲值卡或電子錢包;
 - (viii) 於金融機構的交易(包括購買銀行產品及服務);
 - (ix) 於非金融機構的交易(包括購買外匯、匯票及旅行支票);
 - (x) 電匯;及
 - (xi) 所有費用及收費。
- (b) 「簽賬分期計劃」申請必須:
 - (i) 金額最少為港幣1,000元,可包括一項或多項以信用卡進行並已誌賬的零售交易(「交易簽賬」)。就基本卡持有人的申請而言,記賬入附屬信用卡戶口或優惠卡的交易簽賬可與記賬入基本卡信用卡戶口的交易簽賬合併。但就附屬卡持有人的申請而言,記賬入基本卡信用卡戶口,其他同一基本卡下的附屬信用卡戶口或優惠卡的交易簽賬不能與記賬入附屬信用卡戶口的交易簽賬合併;及
 - (ii) 在相關交易簽賬的付款到期日前最少三個工作天由閣下作出。

- (c) 閣下應確保在任何時候(i)信用卡戶口所有未清還的結欠(包括所有未記賬結欠)及(ii)所有應繳付的手續費的總金額不超過閣下信用卡戶口的獲批信用限額。
- (d) 如本行批核閣下的「簽賬分期計劃」申請，本行會從信用卡戶口信用限額扣起相等於(i)獲批核的交易簽賬金額(「**獲批核金額**」)及(ii)整段供款期內所有應繳付的手續費的總金額。本行會以獲批核金額除以供款期內的月數再加適用的手續費計算每期供款的還款金額(合稱「**還款金額**」)。信用卡戶口的信用限額會隨本行實際收到還款金額後回升。
- (e) 本行會把每期還款金額如一項交易每月記賬入閣下的信用卡戶口並在信用卡結單上顯示。每期還款金額會如記賬入閣下信用卡戶口的零售交易般處理。閣下應以繳付其他零售交易的相同方式繳付每期還款金額。當本行批核閣下的「簽賬分期計劃」申請時會把首次還款金額及應繳付的一筆過手續費記賬入閣下的信用卡戶口，並在批核後的首張信用卡結單上顯示。

3. 不可取消但可提前還款

- (a) 閣下的「簽賬分期計劃」申請一經本行批核即不可取消，除非閣下全數清還所有剩餘未清還的還款金額及任何利息及手續費的總金額。閣下須給予本行最少14個工作天的事先通知，並繳付港幣300元的行政費。
- (b) 閣下可提前全數還款。本行不接受提前部分還款。提前還款通知一經發出，如無本行同意不可撤回。即使閣下提前還款，本行亦不會退回任何已繳付的手續費。

4. 手續費

當本行批核閣下的「簽賬分期計劃」申請後，本行會就獲批核金額收取每月手續費或一筆過手續費(如適用)。本行會在不時就有關「簽賬分期計劃」提供的宣傳單張或其他通知中指定手續費。

5. 終止閣下的信用卡

如閣下的信用卡在供款期屆滿前因任何原因被取消或終止，所有剩餘未清還的還款金額及任何應繳付的利息的總金額即時到期，閣下並須即時清還。

6. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

7. 更改本條款及細則

本行有權不時更改手續費及本條款及細則。本行會以本行認為適當的方式給予閣下通知。除非本行於更改生效日期前實際收到所有剩餘未清還的還款金額及任何應繳付的利息及手續費的總金額，閣下須受有關更改約束。

8. 雜項

- (a) 本行就任何商戶提供的商品及服務無需負責。
- (b) 本行提供及閣下使用「簽賬分期計劃」受適用監管要求規限。

9. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

10. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

定義

「簽賬分期計劃」指由本行不時提供的「簽賬分期計劃」。

獲批核金額的定義見第2(d)條。

信用卡指由本行發出並核准參與「簽賬分期計劃」的信用卡。

信用卡戶口指就信用卡設立以供記錄信用卡交易及其他項目的戶口。如信用卡為銀聯雙幣卡或滙豐Pulse銀聯雙幣鑽石卡，信用卡戶口包括港幣子戶口及人民幣子戶口。

信用卡持卡人合約指規管閣下信用卡的相關信用卡持卡人合約。

香港指中華人民共和國香港特別行政區。

供款期指閣下在申請表上指定並已獲本行批核的「簽賬分期計劃」期間。

交易簽賬的定義見第2(b)(i)條。

還款金額的定義見第2(d)條。

本行或本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指獲本行發出有資格參與「簽賬分期計劃」的信用卡(不論是基本卡或附屬信用卡)的人士。

由2019年12月2日起生效

(注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。)

「現金套現」計劃條款及細則(適用於個人信用卡持卡人)

1. 參與「現金套現」計劃的資格

- (a) 閣下須是本行發出的個人基本信用卡主卡持有人方可申請「現金套現」計劃。任何非港幣個人基本信用卡、附屬信用卡、聯營卡、大專學生信用卡、滙財金卡 — 學生卡、優惠卡或任何銀聯雙幣信用卡或滙豐Pulse銀聯雙幣鑽石卡的人民幣子戶口均不可參與「現金套現」計劃。
- (b) 「現金套現」計劃的提供受本條款及細則及信用卡持卡人合約規限。閣下以任何方式申請「現金套現」計劃，即被視為已全面接受本條款及細則及適用於閣下的合資格信用卡的信用卡持卡人合約並受其約束。本條款及細則與信用卡持卡人合約中的條文如有任何不一致，概以本條款及細則的條文為準。
- (c) 閣下同意本行有權隨時及不時向任何其他人士或來源獲取及核實有關閣下的資料。尤其閣下同意，為考慮可能提高、降低或修訂信用卡戶口的信用限額，本行有權：
 - (i) 隨時向任何信貸資料機構進行查閱；及
 - (ii) 進行信貸覆核及最少每月向信貸資料機構獲取資料。
- (d) 本行會按本行慣常信貸評估方式決定是否批核閣下的「現金套現」計劃申請。本行有權批核或拒絕閣下的申請或批核比閣下在申請中要求較低的提款金額而無需給予任何理由或事先通知。本行有權拒絕閣下的申請，如：
 - (i) 閣下在本行持有的任何信用卡戶口在申請當月有任何逾期欠款記錄；
 - (ii) 閣下未能提供本行所需的所有資料及文件以處理閣下的申請；或
 - (iii) 閣下以其申請或任何已批核提款金額用作償還任何在本行維持的信用卡戶口中未償還的結欠。

2. 範圍及操作

- (a) 於「現金套現」計劃中，閣下可以申請由閣下的合資格信用卡戶口(「信用卡戶口」)提取可用金額至閣下指定的個人銀行戶口或個人信用卡戶口(在本行維持的任何信用卡戶口除外)。
- (b) 如本行批核閣下的「現金套現」計劃申請：
 - (i) 本行將於閣下的信用卡戶口提取本行批核的提款金額(「已批核提款金額」)及一次過將已批核提款金額存入或轉賬至閣下在申請中指定的個人銀行戶口或信用卡戶口。為此目的而言：
 - 該銀行戶口必須是閣下以個人名義在本行或香港境內其他金融機構維持的港幣戶口；及
 - 該信用卡戶口必須是閣下以基本卡持卡人身份在香港境內的其他金融機構或信用卡公司維持的港幣信用卡戶口(在本行維持的任何信用卡戶口除外)；
 - (ii) 本行會從信用卡戶口的信用限額扣起已批核提款金額。信用卡戶口的信用限額會隨本行實際收到信用卡戶口中的信用卡繳款後逐漸回升；及
 - (iii) 本行亦可以支票方式或透過結算所自動轉賬系統(CHATS)轉賬已批核提款金額至指定的銀行戶口或信用卡戶口。

- (c) 本行會就每宗「現金套現」計劃申請設定提款金額的最低及最高限額，並於「現金套現」的申請或宣傳單張中指定。
- (d) 閣下申請「現金套現」計劃即被視為已同意本行有權在考慮閣下在申請中要求的提款金額後提高閣下信用卡戶口的信用限額。本行會以郵寄方式通知閣下(i)申請結果、(ii)信用限額的調整(如適用)及(iii)已批核提款金額(如閣下的申請成功)。
- (e) 當本行批核閣下的「現金套現」計劃申請時會在閣下信用卡戶口扣起已批核提款金額，該扣賬會在批核後的首張信用卡月結單上顯示。
- (f) 閣下應確保在任何時候已批核提款金額及閣下信用卡戶口所有其他未償還的結欠(包括所有未記賬的結欠)的總金額不超過閣下信用卡戶口的獲批信用限額。
- (g) 如閣下將已批核提款金額以作償還閣下信用卡戶口或銀行戶口的結欠，閣下必須就此銀行戶口或信用卡戶口繼續還款(及繳付任何財務費用)直至本行已按上列(b)分段轉賬已批核提款金額予閣下。本行就閣下由於或有關「現金套現」計劃申請而招致的任何財務費用及其他費用無需負責。
- (h) 閣下參與「現金套現」計劃及任何由閣下信用卡戶口轉賬的已批核提款金額將不獲享任何「獎賞錢」。
- (i) 本行不會退回閣下就「現金套現」計劃申請向本行提交的文件(包括申請表格)。

3. 本行的凌駕性權利

- (a) 本行有權隨時取消任何「現金套現」計劃的批核而毋須通知，並可要求閣下立即全數償還在「現金套現」計劃下欠付本行的所有債務，連同任何利息、費用及收費，如：
 - (i) 不論閣下或本行因任何理由取消或終止信用卡戶口；
 - (ii) 閣下未有繳付任何在本行維持的任何信用卡戶口中到期的金額；
 - (iii) 在本行維持的任何信用卡戶口中並非維持良好的狀況；
 - (iv) 閣下違反本條款及細則或適用於閣下在本行維持的任何信用卡戶口的信用卡持卡人合約的任何條文；
 - (v) 閣下提出破產申請或被入稟破產，或閣下未能清還到期的債務；及
- (b) 如本行根據上列(a)分段取消「現金套現」計劃，優惠年息將會被即時取消及在「現金套現」計劃下欠付本行的所有債務則會根據滙豐財富管理及個人銀行業務服務費用簡介(「服務費用簡介」)所載適用於信用卡財務費用規定之利率而定。
- (c) 閣下須按本行要求償還在「現金套現」計劃下欠付本行的所有債務。

4. 不可取消但可提前還款

閣下的「現金套現」計劃申請一經本行批核即不可取消，除非閣下全數償還於計劃中所有尚未償還的提款金額及任何利息的總金額。

5. 一次性手續費

當本行批核閣下的「現金套現」計劃申請後，本行可就已批核提款金額收取一次性手續費(如適用)。本行會在批核閣下的申請後寄給閣下的批核通知書中列出一一次性手續費。

6. 財務費用 - 優惠年息

- (a) 未償還的已批核提款金額的財務費用以優惠年息逐日計算，並由已批核提款金額轉賬至閣下指定戶口的完成日期(日期於批核通知書上列出)後首個的信用卡月結單日起徵收，直至優惠年息完結日(於批核通知書上列出)後的信用卡月結單日為止。及後，財務費用則會根據服務費用簡介所載適用於信用卡財務費用的收費規定之利率及方式計算。此外，財務費用將會以逐日累積之結欠計算。
- (b) 此計劃之優惠年息只適用於「現金套現」計劃下的已批核提款金額。其他所有未償還的結欠包括信用卡交易之簽賬及現金貸款之財務費用則根據服務費用簡介所載的利率及財務費用計算。
- (c) 於優惠年息適用的期間內，閣下須要最少如期於到期繳款日或之前繳付信用卡戶口的信用卡月結單上所述之「最低還款額」，否則，閣下的信用卡戶口會被視為逾期還款及此計劃之優惠年息將會被即時取消而毋須事前通知閣下。任何未償還的已批核提款金額之財務費用則會根據服務費用簡介所載適用於信用卡財務費用規定之利率而定。
- (d) 除適用於「現金套現」計劃以優惠年息計算的財務費用外，如閣下未有如期於到期繳款日或之前繳付信用卡戶口月結單結欠，即使閣下已全數繳付「最低還款額」，本行可毋須事先通知而徵收財務費用。視乎閣下使用的服務而定(例如現金貸款之財務費用)，其他費用、收費及利息亦可能適用。財務費用及其他費用的詳情請參閱適用於閣下信用卡戶口的信用卡持卡人合約及服務費用簡介。

7. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

8. 更改本條款及細則

本行有權不時提高或調整「現金套現」計劃的優惠年息、手續費(如適用)及更改本條款及細則並需給予閣下事先通知。本行會以本行認為適當的方式給予閣下該事先通知。除非本行於更改生效日期前收到閣下償還在「現金套現」計劃下欠付本行的所有債務，閣下須於通知期完結後受有關該更改約束。

9. 第三者權利

只有閣下及本行有權強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

10. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

定義

香港 指中華人民共和國香港特別行政區。

本行或本行的 指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的 指獲本行發出信用卡的人士。

由2020年5月7日起生效

由香港上海滙豐銀行有限公司刊發

Issued by The Hongkong and Shanghai Banking Corporation Limited



滙豐
HSBC

信用卡免息分期付款計劃條款及細則(適用於個人信用卡持卡人)

1. 參與分期付款計劃的資格

- (a) 閣下須持有本行發出的個人信用卡(不論是基本卡或附屬信用卡)方可申請分期付款計劃。美元滙財金卡、大專學生信用卡、優惠卡、銀聯雙幣信用卡或銀聯雙幣鑽石信用卡均不可參與分期付款計劃。
- (b) 本行會考慮閣下信用卡戶口的可用信用限額及其他相關情況決定是否批核閣下的分期付款計劃申請。本行有權不批核閣下的申請而無需給予理由。

2. 使用分期付款計劃

- (a) 閣下使用分期付款計劃限於向指定商戶購買商戶與本行不時協議的商品及服務。
- (b) 閣下不得：
 - (i) 更改或撤銷閣下在分期付款計劃下向商戶發出的訂購指示；
 - (ii) 退換、退回或售回分期付款計劃下購買的任何商品或服務；或
 - (iii) 更改本行指定分期付款計劃的每期供款金額、供款期數或供款期，但閣下可隨時以支票或本行接受的其他方式繳付分期付款計劃下未繳付的總供款金額。

3. 分期付款計劃下的支賬

- (a) 閣下的分期付款計劃申請獲本行批核後，閣下信用卡戶口的信用限額即按分期付款計劃的總供款金額相應減低。信用卡戶口的信用限額會隨閣下繳付每期供款金額及本行實際收到供款後回升。
- (b) 本行會從閣下信用卡戶口每月支取每期供款金額。閣下信用卡戶口結單會將該項支賬顯示為一項信用卡交易。除非在本條款及細則另有指定，否則：
 - (i) 每期供款金額會如閣下信用卡戶口的零售交易般處理。閣下應以繳付閣下信用卡戶口的信用卡交易的相同方式繳付每期供款金額；及
 - (ii) 本行的信用卡持卡人合約適用於分期付款計劃。就分期付款計劃的任何事宜而言，如本條款及細則與信用卡持卡人合約有任何不一致，概以本條款及細則為準。
- (c) 閣下授權本行，即使閣下與相關商戶有任何協議或安排與本條款及細則有任何衝突，仍繼續按本條款及細則從閣下信用卡戶口支賬。
- (d) 所有已繳付的供款金額均不會退回。本行就分期付款計劃下向商戶購買的任何商品或服務無需負責。閣下應直接與相關商戶解決任何爭議。閣下對商戶作出的任何申索不影響亦不會解除或減少閣下繳付分期付款計劃下每月供款的責任及對本行的其他責任。

4. 終止閣下的信用卡

如閣下的信用卡在分期付款計劃的供款期屆滿前因任何原因被取消或終止，在取消或終止當日分期付款計劃下未繳付的總供款金額即時到期，閣下並須即時清還。

5. 更改本條款及細則

本行有權不時更改本條款及細則。本行會以本行認為適當的方式給予閣下事先通知。除非本行於更改生效日期前實際收到分期付款計劃下未繳付的總供款金額，閣下須受有關更改約束。

6. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

7. 管轄法律、管轄權及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 閣下服從香港法院的非專有管轄權。
- (c) 本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

定義

信用卡 指向閣下發出並由本行指定有提供分期付款計劃的信用卡。

信用卡戶口 指就閣下信用卡設立以供記錄信用卡交易及其他項目的戶口。

信用卡持卡人合約 指規管閣下信用卡的相關信用卡持卡人合約。

香港 指中華人民共和國香港特別行政區。

分期付款計劃 指本行不時提供的信用卡免息分期付款計劃。

本行 或 **本行的** 指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下 或 **閣下的** 指獲本行發出個人信用卡的人士。

由2016年1月1日起生效

(注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。)

由香港上海滙豐銀行有限公司刊發

Issued by The Hongkong and Shanghai Banking Corporation Limited



**Amendment details to HSBC Cash Instalment Plan/Cash Credit Plan/Spending Instalment Plan/
Credit Card Interest-free Instalment Plan Terms and Conditions (effective from 15th Jan, 2023)**

We have amended the terms and conditions of Cash Instalment Plan/Cash Credit Plan/Spending Instalment Plan/Credit Card Interest-free Instalment Plan applicable to Personal Credit Card holders as follows with the changes highlighted in underline and **bold**:

Section 1(b) of the Terms and Conditions for Cash Instalment Plan/Cash Credit Plan/Spending Instalment Plan

“The Cash Instalment Plan/Cash Credit Plan/Spending Instalment Plan is provided subject to these Terms and Conditions **which shall be in addition and supplementary to** the Credit Card Terms. By applying for the Cash Instalment Plan/Cash Credit Plan/Spending Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms **(as supplemented)** in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Credit Card Terms to the extent of any inconsistency between them.”

Renamed the Terms and Conditions for Credit Card Interest-free Instalment Plan applicable to Personal Credit Card Cardholders to Terms and Conditions for Credit Card Interest-free **Merchant** Instalment Plan.

Section 1(a) and 3(b)(ii) of the Terms and Conditions for the Credit Card Interest-free Instalment Plan

1(a) You are eligible to apply for the Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card, **or unless specified otherwise**). However, the Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card.

3(b)(ii) Unless specified otherwise in these Terms and Conditions, **the instalment plan is provided subject to these Terms and Conditions which shall be in addition and supplementary to the Credit Card Terms. By applying for the Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Credit Card Terms (as supplemented) in full and will be bound by them.** These Terms and Conditions prevail over the Credit Card Terms as regard any matter relating to the Instalment Plan if there is any inconsistency between them.

Note: The current version of these instalment/credit plan(s) terms and conditions is available to view and download until 30 June 2023



Terms and Conditions for the Credit Card Cash Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Cash Instalment Plan

- (a) You are eligible to apply for the Cash Instalment Plan only if you hold a personal primary credit card issued by us. However, the Cash Instalment Plan is not available to a non-Hong Kong Dollar personal primary credit card, an additional credit card, a co-branded card, an undergraduate credit card, a Visa Gold Card for Students, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Instalment Plan is provided subject to these Terms and Conditions and the Cardholder Agreement. By applying for the Cash Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Cardholder Agreement in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Cardholder Agreement to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
 - (i) conduct checks with any credit reference agency at any time; and
 - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Instalment Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or grant a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if you have a past due record in the current month on any credit card account held with us. We will not accept a request in your application for transfer of outstanding balance from a credit card account held with us to the Cash Instalment Plan.

2. Scope and operation

- (a) We will set a minimum limit and a maximum limit on the withdrawal amount for each application of the Cash Instalment Plan. We will specify the limits on the marketing materials, webpages or other notices provided by us from time to time relating to the Cash Instalment Plan. By applying for the Cash Instalment Plan, you are considered to have agreed that we may increase the credit limit on the Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the approved withdrawal amount for the Cash Instalment Plan ("**Withdrawal Amount**") (if applicable). We have the final decision on the credit limit adjustment of the Card Account and the withdrawal amount approval.
- (b) If we approve your application for the Cash Instalment Plan:
 - (i) we will withhold from the credit limit on the Card Account an amount equal to the total of (1) the Withdrawal Amount and (2) all payable monthly handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Withdrawal Amount by the number of months in the Instalment Period plus the applicable monthly handling fee (collectively, "**Repayment Amount**"). The credit limit on the Card Account will be restored progressively as the Repayment Amounts are actually received by us;

- (ii) we will credit or transfer the Withdrawal Amount in a lump sum to the bank account or credit card account specified by you in your application. We will do so after we receive all information and documents required by us for processing your application. For this purpose:
 - (1) the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong; and
 - (2) the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong; and
- (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Withdrawal Amount to the specified bank account or credit card account.
- (c) We will bill each Repayment Amount to the Card Account on a monthly basis as a purchase transaction and show it on the Card statement. We will bill the first Repayment Amount to the Card Account upon approval of your application for the Cash Instalment Plan and will show it in the first Card statement following the approval.
- (d) You should ensure that the total of (i) the Withdrawal Amount, (ii) all payable monthly handling fees, and (iii) all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (e) You must continue to make any repayment (and pay any finance charges) in the normal manner with respect to the bank account or credit card account specified in your application until we have transferred the Withdrawal Amount to you in accordance with paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Instalment Plan.
- (f) The Withdrawal Amount will not entitle you to any RewardCash.
- (g) We will not return the documents supplied to us (including the application form) in relation to the Cash Instalment Plan.

3. Our overriding right

- (a) Even if we approve your application for the Cash Instalment Plan or even if these Terms and Conditions or the Cardholder Agreement may provide otherwise, we have the right at any time:
 - (i) to charge to the Card Account in full the total amount of all remaining unpaid Withdrawal Amount that are not yet charged to the Card Account, plus interest, fees and charges (if any); and
 - (ii) to demand immediate repayment in full of all indebtedness owing by you to us under the Cash Instalment Plan. Without limiting our right to demand repayment at any time, we have the right to demand repayment in the following cases (or any of them):
 - (1) the Card Account is cancelled or terminated for any reason (whether by you or by us);
 - (2) you default in payment of any amount due under the Cardholder Agreement or these Terms and Conditions;
 - (3) you breach any other provision of the Cardholder Agreement or these Terms and Conditions;
 - (4) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due; and

(5) the Cash Instalment Plan is suspended or terminated by us for any reason.

(b) You are required to repay all indebtedness owing by you to us under the Cash Instalment Plan on demand.

4. No cancellation but may repay early

(a) You cannot cancel the Cash Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Withdrawal Amount and pay an early repayment fee calculated at 2% of such outstanding Withdrawal Amount. You have to give us at least 14 working days' prior written notice of your intention to repay early.

(b) You must make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid monthly handling fees even if you make early repayment.

5. Monthly handling fees

Upon approval of your application for the Cash Instalment Plan, we may charge a monthly handling fee (if applicable) on the Withdrawal Amount. The rate of the monthly handling fee is specified in the approval letter that we send you upon approval of your application.

6. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

7. Variation of these Terms and Conditions

We have the right to vary the monthly handling fee (if applicable) for the Cash Instalment Plan and these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of all indebtedness owing by you under the Cash Instalment Plan before the date on which that variation takes effect. We also have the right to terminate or suspend (or both) the Cash Instalment Plan. We have the final decision on all matters and disputes relating to the Cash Instalment Plan.

8. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

9. Governing law, jurisdiction and version

(a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

(b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.

(c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Cash Instalment Plan means the credit card cash instalment plan offered by us from time to time.

Card means the credit card issued to you as a primary cardholder and approved by us for the Cash Instalment Plan.

Card Account means the account established in respect of your Card for recording Card transactions and other items.

Cardholder Agreement means the relevant credit card cardholder agreement governing your Card.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Instalment Period means the period of the Cash Instalment Plan specified by you on the application form and approved by us.

Repayment Amount is defined in Clause 2(b)(i).

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

Withdrawal Amount is defined in Clause 2(a).

you or **your** means the person to whom we issue a Card.

Effective from 2 December 2019

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.



Terms and Conditions for Spending Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Spending Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card). However, the Spending Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or the RMB sub-account of a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Spending Instalment Plan is provided subject to these Terms and Conditions and the Cardholder Agreement. By applying for the Spending Instalment Plan by any means, you are considered to have accepted these Terms and Conditions and the Cardholder Agreement in full and will be bound by them.
- (c) We will decide whether to approve your application for the Spending Instalment Plan having regard to the status and repayment history of your Card Account. We have the right to approve or reject your application and to suspend or terminate the Spending Instalment Plan without any giving reason or prior notice. We have the final decision on all matters and disputes relating to the Spending Instalment Plan.

2. Scope and operation

- (a) Only posted purchase transactions effected with a Card qualify for the Spending Instalment Plan. Other transactions do not qualify and these transactions include the following:
 - (i) any unposted, cancelled or refunded transaction;
 - (ii) cash advance;
 - (iii) instalment plan;
 - (iv) Octopus AAVS (Octopus Automatic Add-Value Service);
 - (v) withdrawal amount under a cash instalment plan and/or a cash credit plan;
 - (vi) gambling transaction;
 - (vii) purchase and/or reload of stored value cards or e-Wallets;
 - (viii) transaction at financial institutions (including purchase of merchandise and services from banks);
 - (ix) transaction at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
 - (x) wire transfers; and
 - (xi) all fees and charges.

- (b) An application for the Spending Instalment Plan must be:
- (i) for at least HK\$1,000 and may cover one or more posted purchase transactions effected using a Card (“**Purchase**”). Purchase billed to an additional Card Account or a private label card under the primary Card Account can be combined with Purchase billed to the primary Card Account for the purpose of an application by a primary cardholder. However, Purchase billed to a primary Card Account, other additional Card Accounts or private label card under the same primary Card Account cannot be combined with Purchase billed to the additional Card Account for the purpose of an application by an additional cardholder; and
 - (ii) made by you at least 3 working days before the payment due date of the relevant Purchase.
- (c) You should ensure that the total of (i) all outstanding balance in your Card Account (including all unbilled balance) and (ii) all payable handling fees does not exceed the approved credit limit of your Card Account at any time.
- (d) If we approve your application for the Spending Instalment Plan, we will withhold from the credit limit on your Card Account an amount equal to the total of (i) the approved Purchase amount (“**Approved Amount**”) and (ii) all payable handling fees for the entire Instalment Period. We will calculate the amount of each instalment repayment by dividing the Approved Amount by the number of months in the Instalment Period plus the applicable handling fee (collectively, “**Repayment Amount**”). The credit limit on your Card Account will be restored progressively as the Repayment Amounts are actually received by us.
- (e) We will bill each Repayment Amount to your Card Account on a monthly basis as a transaction and show it on the Card statement. Each Repayment Amount is treated in the same way as a purchase transaction billed to your Card Account. You should pay it in the same manner as other purchase transactions. We will bill the first Repayment Amount along with an applicable one-off handling fee to your Card Account upon approval of your application for the Spending Instalment Plan and will show it in the first Card statement following the approval.

3. No cancellation but may repay early

- (a) You cannot cancel the Spending Instalment Plan after your application is approved by us, unless you repay in full the total amount of all remaining unpaid Repayment Amounts plus any interest and handling fee. You have to give us at least 14 working days’ prior written notice and pay an administration fee of HK\$300.
- (b) You may make early repayment in full. We do not accept partial early repayment. You cannot revoke a notice for early repayment without our consent. We will not refund any paid handling fees even if you make early repayment.

4. Handling fees

Upon approval of your application for the Spending Instalment Plan, we will charge a monthly handling fee on the Approved Amount or a one-off handling fee, as applicable. The rate of the handling fee is specified in the marketing materials or other notices provided by us from time to time relating to the Spending Instalment Plan.

5. Termination of your Card

If your Card is cancelled or terminated for any reason during the Instalment Period, the total amount of all remaining unpaid Repayment Amounts and any payable interest become immediately due and payable by you.

6. Staff's remuneration

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

7. Variation of these Terms and Conditions

We have the right to vary the handling fee and these Terms and Conditions from time to time. We will give you notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all remaining unpaid Repayment Amounts plus any payable interest and handling fee before the date on which that variation takes effect.

8. Miscellaneous

- (a) We are not liable for the goods and services provided by any merchants.
- (b) Our provision and your use of the Spending Instalment Plan are subject to any applicable regulatory requirements.

9. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Spending Instalment Plan means the Spending Instalment Plan offered by us from time to time.

Approved Amount is defined in Clause 2(d).

Card means the credit card issued by us and approved by us for the Spending Instalment Plan.

Card Account means the account established in respect of a Card for recording Card transactions and other items. If a Card is a UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card, Card Account consists of a Hong Kong dollar sub-account and a Renminbi sub-account.

Cardholder Agreement means the relevant credit card cardholder agreement governing your Card.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Instalment Period means the period of the Spending Instalment Plan specified by you on the application form and approved by us.

Purchase is defined in Clause 2(b)(i).

Repayment Amount is defined in Clause 2(d).

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a credit card (whether a primary or an additional credit card) that is eligible for the Spending Instalment Plan.

Effective from 2 December 2019

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.



Terms and Conditions for Cash Credit Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Cash Credit Plan

- (a) You are eligible to apply for the Cash Credit Plan if you are a principal cardholder of a personal primary credit card issued by us. However, the Cash Credit Plan is not available to any non-Hong Kong Dollar personal primary credit card, additional credit card, co-branded card, undergraduate credit card, a Visa Gold Card for Students, private label card or the RMB sub-account of any UnionPay Dual Currency credit card or HSBC Pulse UnionPay Dual Currency Diamond Card.
- (b) The Cash Credit Plan is provided subject to these Terms and Conditions and the Cardholder Agreement. By applying for the Cash Credit Plan by any means, you are considered to have accepted these Terms and Conditions and the Cardholder Agreement applicable to your eligible credit card in full and will be bound by them. The provisions in these Terms and Conditions prevail over the provisions in the Cardholder Agreement to the extent of any inconsistency between them.
- (c) You agree that we are entitled to obtain and verify information about you from any other person or source at any time and from time to time as we may decide. In particular, for considering possible increase, decrease or modification of the credit limit on the Card Account, you agree that we are entitled to:
 - (i) conduct checks with any credit reference agency at any time and
 - (ii) perform credit reviews and require at least monthly access to data from any credit reference agency.
- (d) We will decide whether to approve your application for the Cash Credit Plan in accordance with our usual credit assessment. We have the right to approve or reject your application or approve a lower withdrawal amount than that requested in your application without giving any reason or prior notice. We have the right to reject your application if:
 - (i) you have any overdue payment record in the month of your application on any credit card account held with us
 - (ii) you fail to provide us with all information and documents required by us for the processing of your application
 - (iii) you seek to use your application or apply any Approved Withdrawal Amount for repaying the outstanding balance of any of your credit card account maintained with us.

2. Scope and operation

- (a) Under the Cash Credit Plan, you can apply to withdraw available funds from your eligible credit card account ("Card Account") to your designated personal bank account or personal card account (excluding any credit card account maintained with us).

- (b) If we approve your application for the Cash Credit Plan:
- (i) we will debit your Card Account by the withdrawal amount approved by us ("Approved Withdrawal Amount") and credit or transfer the amount in a lump sum to your personal bank account or credit card account specified by you in your application. For this purpose:
 - the bank account must be a Hong Kong dollar account in your sole name and may be maintained with us or another financial institution in Hong Kong and
 - the credit card account must be a Hong Kong dollar credit card account maintained by you as a primary cardholder with another financial institution or credit card company in Hong Kong (excluding any credit card account maintained with us)
 - (ii) we will withhold from the credit limit on the Card Account an amount equal to the Approved Withdrawal Amount. The credit limit on the Card Account will be restored progressively as credit card payments towards the Card Account are actually received by us and
 - (iii) we may alternatively issue to you a cheque or use the Clearing House Automated Transfer System (CHATS) to transfer the Approved Withdrawal Amount to your bank account or credit card account specified by you in the application.
- (c) We will set a minimum and maximum limit on the withdrawal amount for each application of the Cash Credit Plan, which will be specified in the application or marketing materials of the Cash Credit Plan.
- (d) By applying for the Cash Credit Plan, you are considered to have agreed that we have the right to increase the credit limit of your Card Account having regard to the withdrawal amount requested in your application. We will notify you by mail of (i) the application result, (ii) the credit limit adjustment (if applicable) and (iii) the Approved Withdrawal Amount (if your application is successful).
- (e) We will debit the Approved Withdrawal Amount from your Card Account upon approval of your application for the Cash Credit Plan and the debit will be shown in the first card statement following the approval.
- (f) You should ensure that the Approved Withdrawal Amount and all other outstanding balance in your Card Account (including all unbilled balance) does not exceed the approved credit limit on the Card Account at any time.
- (g) If you are transferring the Approved Withdrawal Amount to repay outstanding liabilities of your credit card or bank account, you must continue to make repayment (and pay any finance charges) to such bank account or credit card account until we have transferred the Approved Withdrawal Amount to you in accordance with sub-paragraph (b) above. We are not liable for any finance charge and other charges incurred by you arising from or in connection with your application for the Cash Credit Plan.
- (h) Your participation in the Cash Credit Plan and any Approved Withdrawal Amount transferred from your Card Account will not entitle you to any RewardCash.
- (i) We will not return the documents you supplied to us (including the application form) in relation to the Cash Credit Plan.

3. Our overriding right

- (a) We have the right to immediately revoke the approval of any Cash Credit Plan without notice, and all your outstanding indebtedness under the Cash Credit Plan, together with any interest, fees and charges will become immediately payable on demand, if:
 - (i) the Card Account is cancelled or terminated for any reason (whether by you or by us)
 - (ii) you default in payment of any amount due under any of your credit card account maintain with us
 - (iii) any of your credit card account held with us is not maintained in good standing
 - (iv) you breach any provision under these Terms and Conditions or the Cardholder Agreement applicable to any of your credit card account maintained with us or
 - (v) a bankruptcy petition is presented by or against you, or you are unable to pay your debts as they fall due.
- (b) If we revoke the Cash Credit Plan pursuant to sub-paragraph (a) above, the Preferential Interest Rate will be immediately withdrawn and all your outstanding indebtedness under the Cash Credit Plan will be subject to the same finance charge interest rate applicable to credit card as set out in the Bank tariff guide for HSBC Wealth and Personal Banking Customers ("Tariff Guide").
- (c) You are required to repay all indebtedness owing by you to us under the Cash Credit Plan on demand.

4. No cancellation but may repay early

You cannot cancel the Cash Credit Plan after your application is approved by us, unless you repay in full the total amount of all outstanding balance under the Plan plus any interest.

5. One-Off Handling fee

Upon approval of your application for the Cash Credit Plan, we may charge a one-off handling fee (if applicable) on the Approved Withdrawal Amount. The one-off handling fee is specified in the approval letter that we send you upon approval of your application.

6. Finance Charge – Preferential Interest Rate (Per Annum)

- (a) Finance charge calculated at a preferential interest rate (per annum) ("Preferential Interest Rate") will be charged on the outstanding Approved Withdrawal Amount on a daily basis, starting from the credit card monthly statement date immediately following the date of transfer of the Approved Withdrawal Amount to your designated account (which will be specified in the approval letter) until the credit card monthly statement date after the "Preferential Interest Rate End Date" (which will be specified in the approval letter). Thereafter, the finance charge will be calculated according to the same finance charge interest rate applicable to credit card as stipulated in the Tariff Guide. The finance charge will be calculated and accrued on a daily basis.
- (b) The Preferential Interest Rate only applies to the Approved Withdrawal Amount under the Cash Credit Plan. All other outstanding credit card balance including card purchases and cash advances will be subject to the interest rates and finance charges as set out in the Tariff Guide.

- (c) During the period where the Preferential Interest Rate applies, you must at least pay the “minimum payment due” as set out in your credit card monthly statement of the Card Account before the “payment due date”. Otherwise, your Card Account will be regarded to be in a delinquent status and the Preferential Interest Rate will be immediately withdrawn and cancelled forthwith without notice to you. Any outstanding Approved Withdrawal Amount will be subject to the same finance charge interest rate applicable to credit card as set out in the Tariff Guide.
- (d) Apart from the finance charge calculated at the Preferential Interest Rate that applies to the Cash Credit Plan, if you do not pay the statement balance of your Card Account monthly statement in full on or before the “payment due date”, we may also charge, without prior notice, a finance charge even if you have paid the “minimum payment due” in full. Other fees, charges and interest may also be applicable, depending on the types of services you use (such as finance charge for cash advance). Details of these finance charges and fees are set out in the Cardholder Agreement applicable to your Card Account and the Tariff Guide.

7. Staff’s remuneration

The remuneration for our sales staff is determined based on the staff’s overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff’s remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

8. Variation of these Terms and Conditions

We have the right to increase or alter the Preferential Interest Rate (per annum), handling fee (if applicable) for the Cash Credit Plan and vary these Terms and Conditions from time to time subject to our giving prior notice to you. We will give you such prior notice in a manner we consider appropriate. You will be bound by the variation upon the expiry of the notice period unless we receive full repayment of all indebtedness owing by you under the Cash Credit Plan before the date on which the variation takes effect.

9. Third party rights

Only you and us will have the right to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

10. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the person to whom we issue a Card.

Effective from 7 May, 2020

Issued by The Hongkong and Shanghai Banking Corporation Limited



Terms and Conditions for the Credit Card Interest-free Instalment Plan applicable to Personal Credit Card Cardholders

1. Eligibility for the Instalment Plan

- (a) You are eligible to apply for the Instalment Plan only if you hold a personal credit card issued by us (whether a primary or an additional credit card). However, the Instalment Plan is not available to a US\$ Visa Gold Card, an undergraduate credit card, a private label card or a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit card.
- (b) We will decide whether to approve your application for the Instalment Plan having regard to the available credit limit on your Card Account and other relevant circumstances. We have the right not to approve your application without giving reasons.

2. Use of the Instalment Plan

- (a) You may use the Instalment Plan only for purchase from designated merchants of goods and services that we and such merchants agree from time to time.
- (b) You are not allowed:
 - (i) to alter or revoke a purchase order placed by you with a merchant under the Instalment Plan;
 - (ii) to exchange, return or trade in any goods or services purchased under the Instalment Plan; or
 - (iii) to vary the amount of each instalment, the number of instalments or the instalment period of the Instalment Plan as specified by us. However, you may at any time repay the total amount of all instalments outstanding under the Instalment Plan by cheque or other means acceptable to us.

3. Debits under the Instalment Plan

- (a) Upon our approval of your application for the Instalment Plan, the credit limit on your Card Account will be reduced by the total amount of all instalments under the Instalment Plan. The credit limit on your Card Account will only be restored as the amount of each instalment is paid and actually received by us.
- (b) We will debit the amount of each instalment to your Card Account on a monthly basis. That debit will be shown as a card transaction on your Card Account statement. Unless specified otherwise in these Terms and Conditions:
 - (i) each instalment amount is treated and will be handled in the same way as a purchase transaction charged to your Card Account. You should pay each instalment amount in the same manner as a card transaction charged to your Card Account; and
 - (ii) the Cardholder Agreement applies to the Instalment Plan. These Terms and Conditions prevail over the Cardholder Agreement as regard any matter relating to the Instalment Plan if there is any inconsistency between them.

- (c) You authorise us to continue to debit your Card Account in accordance with these Terms and Conditions, even if you and the relevant merchant have made any contrary agreement or arrangement.
- (d) All instalment amounts paid are not refundable. We are not responsible for any goods or services purchased from a merchant under the Instalment Plan. You are responsible for resolving any dispute directly with the relevant merchant. Your obligation to pay the monthly instalments under the Instalment Plan and other obligations to us are not affected and will not be relieved or reduced by any claim made by you against a merchant.

4. Termination of your Card

If your Card is cancelled or terminated for any reason during the instalment period of the Instalment Plan, the total amount of all instalments outstanding under the Instalment Plan on the date of cancellation or termination become immediately due and payable by you.

5. Variation of these Terms and Conditions

We have the right to vary these Terms and Conditions from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we actually receive full payment of the total amount of all instalments outstanding under the Instalment Plan before the date on which that variation takes effect.

6. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

7. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Card means the credit card issued to you and designated by us on which the Instalment Plan is provided.

Card Account means the account established in respect of your Card for recording Card transactions and other items.

Cardholder Agreement means the relevant credit card cardholder agreement governing your Card.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Instalment Plan means the credit card interest-free instalment plan offered by us from time to time.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or **your** means the person to whom we issue a personal credit card.

Effective from 1 January 2016

NOTE: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

Issued by The Hongkong and Shanghai Banking Corporation Limited