

Terms and Conditions for the Credit Card Interest-free Merchant 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, 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.
- (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 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.

- (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.

Credit Card Terms means the relevant credit card terms 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 merchant 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 15 January 2023

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

信用卡商戶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

- 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。
- 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

- 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。
- 閣下不得：
 - 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；
 - 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
 - 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

- 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。

- 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：
 - 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
 - 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。
- 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。
- 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

- 本條款及細則受香港法律管轄並按其詮釋。
- 閣下服從香港法院的非專有管轄權。
- 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。

信用卡條款 指規管閣下信用卡的相關信用卡條款。

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商戶免息分期付款計劃。

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2023年1月15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。)