

## 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 maintained 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

## 「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

- 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、滙財金卡一學生卡、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。
- 「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。
- 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：
  - 隨時向任何信貸資料機構進行查閱；及
  - 進行信貸覆核及最少每月向信貸資料機構獲取資料。
- 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：
  - 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；
  - 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

- 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）。
- 如本行批核閣下的「現金套現」計劃申請：
  - 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）；
  - 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
  - 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。
- 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。
- 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)。
- 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。

- 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。
- 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。
- 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」。
- 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

- 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：
  - 不論閣下或本行因任何理由取消或終止信用卡戶口；
  - 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；
  - 在本行維持的任何信用卡戶口中並非維持良好的狀況；
  - 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；
  - 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
- 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。
- 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

- 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。
- 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。
- 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先通知閣下。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。
- 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

- 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

**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