

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.

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

- 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。
- 「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。
- 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：
 - 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」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

- 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。
- 如本行批核閣下的「現金套現」分期計劃申請：
 - 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；
 - 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：
 - 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；及
 - 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。
- 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個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

- 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

「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份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。)