

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 Visa Gold Card for Students, a private label card or the RMB sub-account of a UnionPay Dual Currency or UnionPay Dual Currency Diamond credit 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 non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
 - (ix) transaction at financial institutions (including purchase of merchandise and services from banks);
 - (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 or UnionPay Dual Currency Diamond credit 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 19 March 2019

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

「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

- 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、滙財金卡—學生卡、優惠卡或銀聯雙幣信用卡或銀聯雙幣鑽石信用卡的人民幣子戶口均不可參與「簽賬分期計劃」。
- 「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。
- 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

- 「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：
 - 任何未誌賬、被取消或退款的交易；
 - 現金貸款；
 - 分期計劃；
 - 八達通自動增值服務；
 - 「現金套現」分期計劃及／或「現金套現」計劃的提款金額；
 - 賭博交易；
 - 購買及／或充值儲值卡或電子錢包；
 - 於金融機構的交易(包括購買銀行產品及服務)；

- 於非金融機構的交易(包括購買外匯、匯票及旅行支票)；
 - 電匯；及
 - 所有費用及收費。
- (b) 「簽賬分期計劃」申請必須：
- 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
 - 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。
 - 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。
 - 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。
 - 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

- 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。

- 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

- 本行就任何商戶提供的商品及服務無需負責。
- 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

- 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

「**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3月19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。)