

## Terms and Conditions for the Credit Card Interest-free Instalment Plan

### 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).
- (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) where silent in this Instalment Plan, the terms and conditions of the Cardholder Agreement shall apply to the Instalment Plan, however the Instalment Plan shall 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. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to Macau laws.
- (b) You submit to the non-exclusive jurisdiction of the Macau 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.

**Macau** means the Macau 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, Macau Branch and its successors and assigns.

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

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