



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

- 1 Only the cardholder ("Cardholder") of a Hong Kong dollar Corporate/Business/Purchasing Card ("Card") issued by The Hongkong and Shanghai Banking Corporation Limited ("the Bank") in Hong Kong, will be eligible for the credit card interest-free instalment plan ("Instalment Plan") which will be available for purchase from designated vendors (each a "vendor") of goods or services as may be accepted by such vendors and the Bank from time to time.
- 2 All instalment amounts paid are not refundable. All goods or services purchased under the Instalment Plan may not be exchanged or returned or traded in and the amount of each instalment and the instalment period of the Instalment Plan as approved by the Bank may not (except as permitted under paragraph 4 below) be varied. The Bank is authorised to continue to debit the Cardholder's Card account with instalment amounts in accordance with these Terms and Conditions despite any agreement between the vendor and/or the Cardholder and/or the Cardholder's employer (the "Company") being contrary to any of the above.
- 3 The amount of each instalment will be debited to the Cardholder's Card account on a monthly basis and will be included as a transaction appearing on the statement to be sent to the Cardholder and the Company in relation to the Card account. Save where expressly provided herein, each instalment amount shall be treated in the same way as a transaction charged to the Card account and shall be paid by the Company in the same manner.
- 4 The Company may at any time repay to the Bank the sum of all instalments then remaining outstanding under the Instalment Plan by cheque or other means of payment acceptable to the Bank. If the Cardholder's credit card is cancelled or terminated at any time during the instalment period, the sum of all instalments then remaining outstanding under the Instalment Plan shall become immediately due and payable by the Company.
- 5 The credit limit assigned to the Cardholder's Card account will be reduced by the total amount of the instalments upon the Instalment Plan being approved by the Bank and will only be restored as each instalment amount is paid and to the extent of the instalment amount actually received by the Bank.
- 6 The Bank accepts no responsibility in any way for any goods or services purchased under the Instalment Plan and any dispute relating to the same should be resolved by the Cardholder or the Company directly with the vendor. No claim by the Cardholder or the Company against the vendor will relieve the Company from its obligation to repay the monthly instalments and other obligations to the Bank hereunder.
- 7 Unless otherwise provided herein, the Bank's Credit Card Cardholder Agreement ("Cardholder Agreement") shall apply to payments under the Instalment Plan as if each instalment amount were a transaction charged or to be charged to the Cardholder's Card account. In the event of any conflict between these Terms and Conditions and the Cardholder Agreement, the former shall prevail to the extent that the same relates to matters involving payments under the Instalment Plan.
- 8 The Bank reserves the right to alter these Terms and Conditions from time to time and may notify the Cardholder and the Company of such alterations in any manner it thinks fit (including display at the Bank's branches). The Cardholder and the Company will be bound by such alterations unless the sum of all instalments then remaining outstanding under the Instalment Plan is settled in full before the date upon which any such alteration is to have effect.
- 9 This application of the Instalment Plan is subject to the available balance in and credit limit available to the Cardholder's Card account and to acceptance by the Bank.
- 10 For any purchase order of goods or services that have been placed with the vendor under this Instalment Plan, the order is irrevocable and no order details can be altered.
- 11 These Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 12 No person other than the Bank, the Company and the Cardholder 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.

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