

Terms and Conditions of Instalment Plan

IMPORTANT:

Before you or any other Cardholder make any purchase of goods under the Instalment Plan, please read these Terms and Conditions carefully and make sure that they are well understood.

The Account Holder and each other Cardholder under the same Card Account will be deemed to have accepted these Terms and Conditions when any Cardholder under that Card Account makes a purchase of merchandise or service under the Instalment Plan.

1. Definitions

- (a) The following expressions shall have the following meanings when used in these Terms and Conditions :-

"Bank" means Standard Chartered Bank (Hong Kong) Limited, its successor(s) and assigns.

"Cardholder Agreement" means the Credit Card Cardholder Agreement between the Bank and the Cardholder applicable to the Card Account under which the Cardholder makes an Instalment Purchase.

"Direct Debit Agreement" means, where executed, a separate agreement in the Bank's prescribed form, entered into by the Cardholder with the Bank at the time of an Instalment Purchase, whereby the Cardholder authorises the Bank to debit the Instalments to the Card Account and agrees to abide by any other terms and conditions determined by the Bank to be applicable for the time being to the Instalment Purchase.

"Instalment" in relation to an Instalment Purchase means the amount charged to the Card Account on a monthly basis during the Instalment Period, as calculated in accordance with Clause 5.

"Instalment Interest" means interest charged on the Instalment Purchase Price, calculated in accordance with Clause 6.

"Instalment Limit" means the limit within which Instalment Purchases may be made, to be determined from time to time by the Bank at its discretion and notified to the Account Holder.

"Instalment Period" in relation to an Instalment Purchase means the period determined by the Bank for payment by Instalments of the Instalment Purchase Price.

"Instalment Plan Merchant" means a merchant participating in the Plan, as designated by the Bank from time to time.

"Instalment Purchase" means any purchase of Merchandise or Service from an Instalment Plan Merchant under the Plan.

"Instalment Purchase Price" means the whole or that part of the amount of an Instalment Purchase payable by Instalments.

"Merchandise" means any goods where are the subject of an Instalment Purchase.

"Service" means any service which is the subject of an

Instalment Purchase.

"Plan" means the Instalment Plan made available by the Bank to Cardholders to enable Instalment Purchases to be paid for wholly or partly by Instalments subject to these Terms and Conditions.

- (b) The following expressions when used in the Cardholder Agreement and these Terms and Conditions shall have the following meanings in addition to those assigned to them in the Cardholder Agreement :-

"Bonus Point" includes a bonus point awarded to a Card Account in respect of an Instalment under the Plan.

"Bonus Point Scheme" includes a reference to the award of Bonus Points under the Plan.

- (c) Definitions of words and expressions in the Cardholder Agreement shall apply equally to these Terms and Conditions, except where there is an express variation of a definition, or a different meaning is assigned in these Terms and Conditions for the purpose of the Plan.
- (d) Unless the context requires otherwise :-
- i) words denoting one gender include all other genders; and
 - ii) words denoting the singular include the plural and vice versa.

Headings in these Terms and Conditions are for convenience only and shall be ignored in construing these Terms and Conditions.

2. Applicable Terms

- (a) In relation to the Cardholder's participation in the Plan the Cardholder Agreement shall apply in conjunction with these Terms and Conditions which are additional to the terms of the Cardholder Agreement. Save where the context otherwise requires, references to the Cardholder Agreement both in these Terms and Conditions and in the Cardholder Agreement itself shall be construed as references to the Cardholder Agreement supplemented by these Terms and Conditions; and
- (b) In the event of inconsistency between the terms of the Cardholder Agreement and these Terms and Conditions, these Terms and Conditions shall prevail in so far as they apply to the Plan.

3. Instalment Limit

- (a) The Bank may at its discretion prescribe an Instalment Limit for a single Card Account, or for a number of Card Accounts where are under the name of the same Account Holder. For the avoidance of doubt, there will be no separate limits prescribed for individual Cardholders under a Card Account.
- (b) The Bank may at its discretion prescribe limits for Instalment Purchases from any one Instalment Plan Merchant.

4. Instalment Purchase

- (a) The Cardholder shall produce his Card when making an Instalment Purchase for verification of his status as a Cardholder.
- (b) Subject to these Terms and Conditions, an Instalment Purchase may be made by a Cardholder from an Instalment Plan Merchant if :-

- i) where the Cardholder's Card Account has been prescribed an Instalment Limit, the Instalment Purchase Price is within the aggregate of the then available Instalment Limit and then available credit limit on the Cardholder's Card Account, or where the Cardholder's Card Account has no Instalment Limit, the Instalment Purchase Price is within the then available credit limit on his Card Account;
 - ii) the Instalment Purchase Price is within the unutilised portion of any limit allocated in respect of such Instalment Plan Merchant pursuant to Clause 3(b);
 - iii) any other condition(s) from time to time stipulated by the Bank in relation to Instalment Purchases from such Instalment Plan Merchant is/are met;
 - iv) the Cardholder has not breached the Cardholder Agreement or these Terms and Conditions.
- (c) The conditions mentioned in (b)(iii) above may include (but without limitation) all or any of the following :-
- i) the Merchandise or Service comprises goods or service designated by the Bank from time to time as Merchandise or Service which can be purchased from the Instalment Plan Merchant under the Plan;
 - ii) the Cardholder has made other purchases from the same Instalment Plan Merchant up to a limit from time to time stipulated by the Bank;
 - iii) the Instalment Purchase is not less than the minimum amount determined by the Bank from time to time.
- (d) The Cardholder authorises the Bank to make full payment of the Instalment Purchase Price to the Instalment Plan Merchant upon completion of his Instalment Purchase. For the avoidance of doubt, completion of an Instalment Purchase may be evidenced by a credit card sales slip or a Direct Debit Agreement signed by the Cardholder, or by any other means acceptable to the Bank.
- (e) Once the application for an Instalment Purchase is approved by the Bank and before full payment of all Instalments and Instalment Interest, purchase of merchandise or service made under the Instalment Plan cannot be cancelled or refunded.

5. Instalments

- (a) An Instalment in relation to an Instalment Purchase will be calculated by taking the aggregate of (i) the Instalment Purchase Price and (ii) Instalment Interest, and dividing the sum total by the number of months constituting the Instalment Period.
- (b) Each Instalment will be charged to the Card Account on a monthly basis for the Instalment Period, the first of such Instalments to be debited immediately following processing of the transaction by the Bank. An Instalment will be treated in the same way as a Charge arising from a normal Transaction Instruction, and will be shown in a Monthly Statement and be payable by the Cardholder as such in accordance with the terms of the Cardholder Agreement. Any late charge and/or finance charge under the Cardholder Agreement will apply (as appropriate) if the minimum payment due or the new balance shown in the Monthly Statement is not paid in full on or before the payment due date specified in the Statement.
- (c) The number of Instalments, each Instalment and the

Instalment Period cannot be altered without the Bank's consent.

6. Instalment Interest

Instalment Interest will be charged on the Instalment Purchase Price from the date of the Instalment Purchase to the expiry of the Instalment Period, and will be calculated on a straight-line basis at a rate determined by the Bank and notified to the cardholder at or before the time the relevant Instalment Purchase is made.

7. Instalment and Credit Limits

- (a) If the Bank has prescribed both an Instalment Limit and a credit limit to a Card Account :-
 - (i) the available Instalment Limit will be provisionally reduced by an amount equal to the Instalment Purchase Price upon completion of the Cardholder's Instalment Purchase, and will be restored by the amount of each instalment as it is charged to the Card Account and shown on the next Monthly Statement. In the event that the Instalment Purchase Price exceeds the available Instalment limit, an amount equal to such excess will be provisionally deducted from the available credit limit in the Card Account upon completion of the Cardholder's Instalment Purchase, and will be restored by and to the extent that actual payment is received by the Bank;
 - (ii) the available credit limit in the Card Account will be provisionally reduced by the Instalment payable that month, and will be restored by and to the extent that actual payment is received by the Bank.
- (b) If the Bank has only prescribed a credit limit to the Card Account, the available credit limit in the Card Account will be provisionally reduced by the Instalment Purchase Price upon completion of the Cardholder's Instalment Purchase and will be restored as each Instalment is paid and to the extent actual payment is received by the Bank.

8. Payment

Payments and credits received in respect of the Card Account will be aggregated and applied in the order specified in the Cardholder Agreement (regardless of any instruction by the Cardholder to the contrary), save that they will be applied in payment of Instalments shown in the Monthly Statement of the previous in priority to:-

- (i) the amount of normal purchase transactions by use of the Card; and
- (ii) sums incurred in respect of Transaction Instructions not yet shown on any Monthly Statement.

9. Fees

- (a) In relation to the Plan, the Involuntary Charges under the Cardholder Agreement will apply.
- (b) In addition a charge will be payable for copies of Direct Debit Agreements (where executed) at the rate from time to time notified to the Account Holder.

10. Exclusion of Liability

The provisions of the Cardholder Agreement regarding purchase of merchandise or service by use of a Card shall apply equally to each Instalment Purchase. In particular, the Bank will not be

concerned with or held liable for any defective or damaged Merchandise or unsatisfactory Service, or the inability of the Instalment Plan Merchant to continue to supply the Merchandises or the Service, or other dispute between the Cardholder and an Instalment Plan Merchant relating to any Instalment Purchase. The Cardholder authorises the Bank to continue to debit the Instalments to the Card Account in accordance with the terms and conditions of this Agreement regardless of any such dispute.

11. Disclosure of Data

Each Cardholder authorises the Bank to disclose :-

- (i) to each Instalment Plan Merchant such of his personal data as may be required for the processing of an Instalment Purchase under the Plan, including without limitation the terms of the Direct Debit Agreement (where executed); and
- (ii) to any Cardholder data relating to the Card Account as such Cardholder may from time to time request, including without limitation, the account balance and Transaction Instructions.

12. Bonus Points

- (a) Bonus Points under the Plan will be awarded for the amount of each Instalment less that portion representing Instalment Interest, and will be awarded to the Card Account at the time an Instalment is charged to the Card Account.
- (b) One Bonus Point will be awarded for such fixed amount(s) expressed in Hong Kong Dollars as may be specified by the Bank from time to time. For the avoidance of doubt, different fixed amounts may from time to time be so specified in respect of different Instalment Plan Merchants.

13. Termination and Acceleration of Payment

- (a) The Bank may at any time at its sole discretion terminate or suspend (for so long as the Bank thinks fit) the Plan in respect of (a) Card Account(s) by notice to the relevant Account Holder.
- (b) Notwithstanding anything contained in the Cardholder Agreement, these Terms and Conditions, the Direct Debit Agreement (where executed) or any other document, the Bank will at all times have the right at its sole discretion :-
 - i) to charge to the Card Account the aggregate of all remaining Instalments not previously so charged in relation to all or any Instalment Purchases, as well as the full Instalment Purchase Price in relation to Instalment Purchases made but not yet charged to the Card Account, and/or
 - ii) to demand immediate payment of all sums outstanding on the Card Account which are attributable to Instalment Purchases or payable under these Terms and Conditions, whether or not already reflected in a Monthly Statement or due and payable at the date of the demand, save that the portion of the remaining Instalments representing Instalment Interest from the payment due date as specified by the Bank and notified to the Cardholder to the expiry of the relevant Instalment Period be deducted from any amount which become payable in accordance with this sub-clause.
- (c) In particular (but without limiting the overriding nature of its right) the Bank may exercise its right under sub-clause (b) if :-
 - i) the Card Account is cancelled or terminated (or notice of cancellation or termination has been given) by the

- Cardholder or the Bank for whatever reason;
- ii) the Cardholder defaults in the payment of any amounts due under the Cardholder Agreement or these Terms and Conditions;
 - iii) the Cardholder breaches any other provision of the Cardholder Agreement or these Terms and Conditions;
 - iv) the Cardholder is deceased, or a bankruptcy petition is presented in relation to the Cardholder, or the Cardholder is unable to pay his debts as they fall due; or
 - v) the Bank exercises its right under sub-clause (a).
- (d) Upon the exercise by the Bank of its right under sub-clause (a), then in addition to the sums payable under sub-clause (b), the Cardholder will on demand by the Bank pay in full the amount of any Instalment Purchase Price incurred after termination or suspension of the Plan.
- (e) Interest will accrue on all sums in respect of which a demand is made under this clause on a daily basis from the date of demand to the date of repayment at the rate published by the Bank from time to time.

14. Early Repayments

- (a) The Cardholder may at any time during an Instalment Period in relation to an Instalment Purchase repay all Instalments payable over the remaining Instalment Period but not yet charged to the Card Account.
- (b) The Cardholder shall give to the Bank written notice of his intention to make early repayment. The Cardholder should specify on such written notice the date on which he wishes to make repayment (the "Early Repayment Date"). A notice of early repayment, once given, will not be revoked by the Cardholder without the Bank's prior consent. Partial early repayment will not be accepted.
- (c) On receipt of a early repayment notice the Bank will charge to the Card Account the amount of Instalments to be repaid, less the portion representing Instalment Interest from the Early Repayment Date to the expiry of the relevant Instalment Period. This net amount will be shown in a Monthly Statement and be payable as a normal Charge.
- (d) A handling charge will be charged for the processing of the early repayment at a rate notified to the Account Holder from time to time. Such fee will be payable regardless of subsequent revocation of the early repayment notice or the Cardholder's failure to make full early repayment, and will not be refundable under any circumstances.

15. Amendment

The Bank may amend these Terms and Conditions from time to time.

16. Language

The Chinese version of these Terms and Conditions is provided for reference only. In the event of any inconsistency between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.