

## Shanghai Commercial Bank Credit Card Cash Instalment Program Terms and Conditions ("Terms and Conditions")

Please read and understand these Terms and Conditions before you apply for Shanghai Commercial Bank Credit Card Cash Instalment Program (the "Program").

### Eligibility Criteria and General Provisions

1. The Program is applicable to the principal cardholders ("Cardholder") of personal credit cards and co-branded credit cards excluding non-Hong Kong Dollar personal principal credit cards or supplementary credit cards (the "Eligible Cards") issued by Shanghai Commercial Bank Limited (the "Bank").
2. By applying for the Program, Cardholder are deemed to have accepted and agreed to be bounded by these Terms and Conditions together with all terms and conditions set out in the Program and in any promotional materials of the Program. During the period when the Program is applicable, these Terms and Conditions shall form part of the Bank's Credit Card Cardholder Agreement. In the event of any inconsistency between the terms of the Bank's Credit Card Cardholder Agreement and the Terms and Conditions, the Terms and Conditions shall prevail insofar as they apply to the Program. The Bank reserves the right, at any time without prior notice, to revise or amend these Terms and Conditions and to suspend or terminate the Program.
3. To apply for the Program, Cardholder is required to provide at least the latest one month of employment information, income proof and mortgage repayment or rental record (if any). The Cardholder understands and agrees that the Bank may verify, exchange and obtain the information of the Cardholder by any means at any time and from time to time as the Bank may deem necessary, including but not limited to:
  - (a) conduct credit checks with any credit reference agencies at any time; and
  - (b) perform credit reviews and require at least monthly access to credit data from any credit reference agencies; for processing the application and/or performing regular credit reviews, particularly for considering possible increase, decrease or modification of the credit limit on the Cardholder's credit card account (the "Card Account").
4. The Bank reserves the absolute discretion to approve or reject any application or offer the final approved amount, monthly handling fee and the instalment payment period of the Program for any application according to the Bank's credit assessment without giving prior notice or any reasons therefor.

### Application and Instalment Amount

5. The handling fees, minimum and maximum cash out amount on the cash instalment for each application of the Program shall be conclusively determined by the Bank. The Bank will specify such handling fees and requirements of cash out amount on the application forms, marketing materials, webpages or other notices by the Bank from time to time in relation to the Program.
6. By applying for the Program, Cardholder agrees that the Bank may increase the credit limit on the Card Account having regard to the cash out amount requested by Cardholder.
7. Application will only be valid upon the approval and confirmation by the Bank in writing (the "Confirmation Letter"). Terms set out in the Confirmation Letter, including but not limited to the approved total sum of cash instalment amount (the "Total Instalment Amount") for cash out, the entire instalment period (the "Instalment Tenor"), monthly handling fee and annualized rate, are not allowed to change except with the prior consent of the Bank in writing. The Bank reserves the final decision on the credit limit adjustment of the Card Account, if applicable.
8. Upon approval of an application, the Bank will withhold the credit limit from the Card Account an amount equal to the Total Instalment Amount of the Program approved by the Bank.
9. **The Cardholder agrees and authorizes the Bank to credit the Total Instalment Amount of the Program in full to the designated bank account or credit card account under the name of the Cardholder that specified in the application. The Bank will charge the Card Account an administration fee of HK\$20 for each remittance (except deposit into the account with the Bank).**
10. The fund-receiving bank may charge a handling fee from the Cardholder's designated bank account or credit card account (except for bank accounts with the Bank). The Bank is not liable for any fee or charges incurred by other bank account or credit card account arising from or in connection with Cardholder's application for the Program.

### Monthly Handling Fee

11. Upon approval of application for the Program, the Bank may charge a monthly handling fee (if applicable) on the Total Instalment Amount at such rates determined by the Bank from time to time as specified in the Confirmation Letter. The annualized percentage rate calculated according to the guidelines under the Code of Banking Practice.

### Repayment and Charges

12. Cardholder shall repay the Monthly Instalment Amount to the Bank in instalments on a monthly basis until the full amount of the Total Instalment Amount plus monthly handling fee and any other fee and finance charge (if applicable) payable on

**To borrow or not to borrow ? Borrow only if you can reply !**

the Total Instalment Amount is received by the Bank in full.

13. The amount of each instalment repayment is calculated by dividing the Total Instalment Amount of the Program by the Instalment Tenor plus the applicable monthly handling fee (the "Monthly Instalment Amount"). The Monthly Instalment Amount shall be billed to the Card Account each month in the same manner as a purchase transaction and shall become due and payable on the statement payment due date in accordance with the terms and conditions of the Bank's Credit Card Cardholder Agreement. Remaining balance therefrom, if any, will be included in the last instalment.
14. The first Monthly Instalment Amount will be billed to the Card Account on the same day or the business day following the date of approval of application for the Program and shown in the relevant card statement.
15. The Monthly Instalment Amount, handling fee and administration (if any) will not be entitled for any bonus points or cash rebate.
16. The withheld credit limit on the Card Account will be reduced proportionally upon the Monthly Instalment Amounts are received by the Bank. The Bank reserves the rights to determine apportion the Monthly Instalment Amount paid by Cardholder towards the repayment of principal, interest and fees (if applicable) as the Bank deems appropriate.
17. The Bank will charge late fee and finance charge to the Card Account in accordance with the terms and conditions of the Bank's Credit Card Cardholder Agreement.

#### Early Repayment

18. **For early full repayment requested by the Cardholder, subject to the Bank's approval, Cardholder shall repay in full the total sum of all remaining unpaid Total Instalment Amount plus monthly handling fee (the "Repayment Amount"). The Bank will charge an administration fee of 3% of the Total Instalment Amount or HK\$500 (or such other amount determined by the Bank from time to time) (the "Early Repayment Fee"), whichever is higher, to the Card Account. Partial early repayment will not be accepted.**
19. Upon the Bank's approval of such early full repayment request, the Early Repayment Amount and Early Repayment Fee shall become immediately due and payable by the Cardholder.
20. The Cardholder is not allowed to cancel or change any terms of the Program once the application is approved by the Bank unless such Cardholder's request is eligible to the 7-Day Cooling-off Period as set out in these Terms and Conditions.

#### 7-Day Cooling-off Period

21. Cardholder is entitled to cancel an approved application subject to the following provisions and at the Bank's absolute discretion:
  - (a) Cardholder shall make request of cancellation of the Program (the "Cancellation") through our Credit Card Customer Service Hotline personally and repay in full the total amount of all remaining unpaid Repayment Amount within 7 calendar days beginning on the day immediately following the post date of the first Monthly Instalment Amount, both dates inclusive (the "7-Day Cooling-off Period"). The Bank may not accept partial repayment;
  - (b) Cardholder is only allowed to apply for Cancellation during the 7-Day Cooling-off Period one time per calendar year; and
  - (c) The Bank reserves the right to impose or waive the Early Repayment Fee upon a successful Cancellation during the 7-Day Cooling-off Period.

#### Overriding Right

22. Notwithstanding anything contained in the Bank's Credit Card Cardholder Agreement, these Terms and Conditions or any other relevant documents, the Bank has the right at its absolute discretion to request for immediate repayment of all sums payable under the Program at any time.
23. **Without prejudice to the Bank's overriding right to demand immediate repayment of the outstanding sums at any time under the Program, if the Cardholder or the Bank terminates the Program or the Card Account due to whatever reasons, or the Cardholder breaches any provisions of the Bank's Credit Card Cardholder Agreement or these Terms and Conditions, the Cardholder must repay immediately all the outstanding Total Instalment Amount, monthly handling fees, charges and interest (if applicable) chargeable to the Card Account.**

#### Governing Law and Version

24. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong Hong Kong Special Administrative Region of the People's Republic of China.
25. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.
26. In case of any dispute, the Bank reserves the right to make the final decision.