

Terms and Conditions for the Installment Programs

These Terms and Conditions shall be applicable to Installment Programs approved on or after 5th October 2009.

1. Installment Programs

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the following programs offered by the Company:

(a) Credit Card Cash Installment Loan ("Cash Installment Program"); or

(b) Statement Installment ("Statement Installment Program")

(the Cash Installment Program and the Statement Installment Program are collectively referred to as the "Installment Programs")

unless such card account has been excluded from the Installment Programs by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Application

2.1 The Company may in its absolute discretion approve or reject any application for the Installment Programs without giving any reason.

2.2 For the Statement Installment Program, the Applicant is advised to make enquiry with the Company prior to effecting any transaction which is intended to be repaid by installments in accordance with the Statement Installment Program.

2.3 The Company will by written notice inform the Applicant whether the application of any of the Installment Programs is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation.

2.4 (a) For the Cash Installment Program, the cash installment loan amount ("Cash Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact Cash Installment Amount and the Applicant hereby irrevocably agrees to borrow the Cash Installment Amount notwithstanding that the Cash Installment Amount approved by the Company is lower than that applied for.

(b) For the Statement Installment Program, the aggregate statement installment amount ("Statement Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.

3. Approval

After approval of the following application:

(a) For the Cash Installment Program, the Company will within reasonable time advance the Cash Installment Amount to the Applicant in such manner as accepted by the Company. The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Installment Amount and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Installment Amount.

(b) For the Statement Installment Program, the Applicant shall on the subsequent Due Date pay the relevant amount after deducting the Statement Installment Amount.

4. Upfront Administration Fee and Monthly Handling Fee

4.1 Upfront Administration Fee (if any) in relation to the Installment Programs ("Upfront Administration Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

4.2 Monthly Handling Fee (if any) in relation to the Installment Programs ("Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

5. Repayment

5.1 The Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) shall be repaid by equal monthly installments (the "Monthly Installments" and each a "Monthly Installment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent.

5.2 The Company is hereby authorized to apportion the Monthly Installments between the Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Monthly Handling Fee the Applicant would have paid.

5.3 The first Monthly Installment and Upfront Administration Fee (if any) shall be debited to the Account on the next working day of, where appropriate, the advancement date of the Cash Installment Amount or the date when the Statement Installment Program has been approved. Each subsequent Monthly Installment shall be debited on the corresponding date of the subsequent calendar month provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Installment shall be debited on the last day of that calendar month; or if such day is not a working day of the Company, the same shall be debited on the preceding working day; or the relevant Monthly Installment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.

6. Credit limit

Where appropriate, upon:

(a) the advancement of the Cash Installment Amount; or

(b) after the approval of the Statement Installment Program,

the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Installment Amount or the Statement Installment Amount and shall be increased when the Monthly Installment has been repaid to the Account.

7. Early repayment and refund

7.1 The Applicant may by written notice apply for early repayment of the Installment Programs in full but not in part. Upon approval of such application, the Company shall debit all outstanding Monthly Installments, the Upfront Administration Fee (if any) (if not yet debited), together with an early repayment administration fee from time to time determine and communicate to the Applicant ("Early Repayment Administration Fee") to the Account.

7.2 For the Statement Installment Program, if there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.

8. Termination of the Installment Programs

Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Installments and the Upfront Administration Fee (if any), together with the Early Repayment Administration Fee and any charges to the Account at any time without prior notice to the Applicant.

9. Authorization

The Applicant hereby irrevocably authorizes the Company to debit all Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule where appropriate.

10. Charges and fees

All Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Installment Program as cash advance transaction made by the Applicant, and for the Statement Installment Program as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charge and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. Interest, finance charges or other fees may be chargeable in respect of the Installment Programs and the annualized percentage rate thereof computed in accordance with the directions given by the Hong Kong Monetary Authority will be shown in the relevant promotional materials and/or the application form.

11. Miscellaneous

11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Installment Programs are true and accurate and undertakes to notify the Company of any change to those information and/or documents.

11.2 The Company has absolute discretion to determine any matter in connection with the Installment Programs and any such determination shall be final and binding on the Applicant (save and except manifest error).

11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Installment Programs any commission, rebate, benefit and/or other advantage arising out of or in connection with the Installment Programs.

11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Installment Programs.

11.5 The Company may by 30 days' prior written notice to the Applicant alter these terms and conditions.

11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.