

## Terms and Conditions for Hang Seng Credit Card Spending Instalment – Personalised Monthly Handling Fee Plan

1. Only Hang Seng credit card principal card cardmember ("Cardmember") fulfil the eligibility criteria as set out in promotion's terms and conditions by Hang Seng Bank Limited ("We" or "Us") from time to time is allowed to apply for the Spending Instalment – Personalised Monthly Handling Fee Plan ("Instalment Plan"). The Instalment Plan is not applicable to Supplementary Card(include additional supplementary card), Renminbi Credit Card, Business Card, Commercial Card, e-shopping MasterCard, Spending Card, USD Visa Gold Card and private label card.
2. The Instalment Plan is only applicable to the new retail spending and online bill payment transactions which have been posted to the credit card account and for which an application for an Instalment Plan is made before the relevant payment due date for such spending transactions. Eligible Transactions exclude cash advance, annual fees/handling fees/finance charges/late charges of credit cards, merchant instalment, cash instalment, balance transfer instalment, transactions with low interest offer, "Octopus Automatic Add-Value Service" auto top-up amounts, purchase and/or reload of stored value cards or e-wallets, purchases for casino chips and online bill payment: (a) any banking and credit card services; (b) for the transactions with other financial institutions; (c) payment to the Inland Revenue Department and the eligible card transactions for which Instalment Plan has already been applied and approved (include any Instalment Plan which is subsequently cancelled afterwards). We reserve the right to revise the eligible transaction type from time to time. The types of Eligible Transactions for spending instalment may change from time to time. Therefore, it is possible that a transaction for which the Cardmember was previously approved for spending instalment may subsequently become ineligible for spending instalment. Cardmember may also be approved for spending instalment on a transaction that was previously ineligible for spending instalment.
3. The Instalment Plan amount shall be denominated in Hong Kong Dollars. All currency conversions (if necessary) shall be calculated at the rate of exchange determined by Us on the relevant date of conversion fixed by Us.
4. The Cardmember hereby instructs and authorises us upon approval of the Cardmember's application for the Instalment Plan to: (a) once-and-for-all credit the approved Instalment Plan amount to the Hang Seng credit card account specified by the Cardmember ("Credit Card Account"); (b) hold the credit limit of the Credit Card Account with an amount equivalent to the approved Instalment Plan amount and the total handling fee payable by the Cardmember to Us until the last instalment amount is settled; (c) debit the Instalment Plan amount and the total handling fee from the Credit Card Account by consecutive monthly instalments according to the number of instalment. The first instalment amount will be debited from the Credit Card Account immediately or on the date that We may prescribe at its discretion, the monthly principal and handling fee are fixed in each and every month during the period of spending instalment; and (d) proportionally reduce the hold amount from the credit limit of the Credit Card Account every month after We successfully debits the Credit Card Account with the instalment amount due; Monthly principle and handling fee are fixed in each and every month during the period of spending instalment.
5. **In case the Cardmember request (i) to cancel the application for the Instalment Plan; or (ii) to make prepayment of the outstanding balance of the Instalment Plan, Hang Seng will charge a total amount of outstanding monthly handling fee for the remaining Instalment Period and an administration fee of HKD300. The fee will be debited from the Credit Card Account directly. The related spending transaction also can't apply for another instalment plan.**
6. The approved application is final and is not subject to amendment or cancellation once approved, any requested amendment to the approved application shall be deemed as cancellation. If the Cardmember amends, cancels or early repays an Instalment Plan, the relevant spending transaction cannot subsequently apply for another Instalment Plan.
7. We will not accept the following Instalment Plan applications: (a) the amount of the Instalment Plan applied is less than or greater than the amount which is available under the Instalment Plan; or (b) the Credit Card Account is in overdue status or (c) due to reasons which is determined from time to time by Us including but not limited to abnormal account status and credit record. We reserve the right to accept or decline any application without giving any reason therefor.
8. The final approved amount is subject to the overall assessment including but not limited to total amount of Eligible Transactions (as set out in clause 2), total and available credit limit, account's outstanding unpaid balance and any approved but unbilled balance of Instalment Plan. We reserve the right to decide the final approved amount without giving any reason therefor.
9. **No finance charge is payable by the Cardmember who makes full repayment of the statement balance specified in the Cardmember's credit card account statement on or before the payment due date of each month. If the Cardmember fails to make full repayment of the statement balance specified in the Cardmember's credit card account statement on or before the payment due date of each month, the Cardmember shall pay a finance charge on all outstanding balance on the credit card account pursuant to the relevant Hang Seng credit card cardmember agreement ("Cardmember Agreement") governing the use of the credit card account. The Cardmember shall pay a finance charge and other charges on any monthly instalment amount due but unpaid at the prevailing interest rate applicable to the credit card account from the post date of such monthly instalment.**

10. We reserve the right to revise the above-mentioned finance charge and handling fee from time to time. The exact handling fee charged to Cardmember is the current published rate determined by Us upon application received.
11. Notwithstanding any provisions in these Terms and Conditions, We shall be entitled at any time with notice to the Cardmember to, (a) suspend or terminate the Instalment Plan; and/or (b) revise or add further provisions to these Terms and Conditions.
12. The Cardmember should ensure to fulfil the payment obligation of all outstanding balance and be responsible for the consequences if overdue. The Cardmember should pay attention to the approval status of the Instalment Plan and ensure the approved Instalment Plan amount (if any) will be credited to the Credit Card Account on or before payment due date. The Cardmember will be responsible for any finance charge, late charge or other liabilities or losses which may be incurred due to late payment in any event.
13. We reserve the right to cancel or terminate Instalment Plan at any time (including but not limited to below conditions) with reasonable notice and demand Cardmember to repay all outstanding of Instalment Plan immediately (i.e. all unpaid outstanding principal, handling fee and other charges of the Instalment Plan):
  - (i) Cardmember breaches any of these Terms and Conditions or Cardmember Agreement;
  - (ii) Credit Card Account is delinquent or Cardmember fails to repay any debt upon demand by Us;
  - (iii) Credit Card Account or Instalment Plan is cancelled by Cardmember or terminated by Us, or on the Cardmember's bankruptcy or death.

Notwithstanding any terms hereof, upon termination of the Credit Card Account or Instalment Plan for any reason, all outstanding of the Instalment Plan will become due and payable immediately and will be automatically debited from the Credit Card Account.
14. The spending transactions selected by Cardmember are only used for the application for the Instalment Plan. For any dispute regarding the spending transactions, the Cardmember shall resolve with the relevant merchant directly. Under any circumstance, the Cardmember should repay the full amount of Instalment Plan, the handling fee and other charges to Us.
15. These Terms and Conditions shall form part of the Cardmember Agreement and shall be construed accordingly. In case of any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail.
16. These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region.
17. These Terms and Conditions are subject to prevailing regulatory requirements.
18. No person other than the Cardmember and We (which includes its successors and assigns) will have any right under the Contracts (Right of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
19. In case of any discrepancy between the English and Chinese versions of the terms and conditions, the English version shall prevail.

These Terms and Conditions shall be applicable to applications submitted on or after 27 May 2025.

#### Other point(s) to note

- i. The remuneration packages of our direct sales staff and authorised agents (including basic salary and incentive) are based on the performance of various aspects, and not only sales-oriented.
- ii. Hang Seng Spending Card account is a non-interest bearing account. Funds maintained in the Hang Seng Spending Card account are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.
- iii. **The loan approval details will be sent to you by mail to your credit card address last notified in writing to the bank. Please notify the Bank promptly in writing or by other applicable means of any change in address. If your address is incorrect, the bank will be unable to provide you loan approval details by mail. If you have not received your loan approval details by mail within 14 working days from date of application, please contact the bank.**

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