上海商業銀行
SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank Credit Card Purchase Instalment Program Terms and Conditions:

1. Shanghai Commercial Bank Credit Card Purchase Instalment Program (the "Program") is applicable to principal and supplementary credit card cardholders (the "Cardholder") of Personal Credit Card / Co-branded Credit Card / Business Credit Card / Corporate Credit Card (the "Eligible Card") issued by Shanghai Commercial Bank Limited (the "Bank"), but it is not applicable to the RMB account of UnionPay Dual Currency Diamond Corporate Credit Card issued by the Bank.
2. Application for the Program should be made by the Cardholder after the transactions are posted to the statement of the Cardholder's credit card account (the "Card Account") and at least 7 days before the payment due date set out in the relevant statement. Cardholder shall provide any information and documents as required by the Bank in connection with the application. The Bank is not responsible for any loss or liability which the Cardholder may suffer as a result of any application not being approved.
3. The minimum amount of the Purchase Instalment Program for each personal credit card's application is HK$1,000/RMB1,000, and that for each business / corporate credit card's application is HK$10,000 (or such other amount determined by the Bank from time to time) and the maximum amount together with the total handling fees are up to the available credit limit of the Card Account as advised by the Bank from time to time. The Bank reserves the absolute discretion to approve or reject any application without giving any reasons. Application will only be valid upon the approval and confirmation by the Bank.
4. The Program is only applicable to any purchase transactions of good(s) / service(s) by the Cardholder with the Eligible Card but excluding cash advances, purchase of casino chips, transaction at financial institutions (including purchase of merchandise and services from banks), transaction at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques), wire transfers, instalment payment, fees and charges, temporary credit card limit, unposted / unauthorized / cancelled / refunded / found to be fraudulent or any other unqualified transactions as determined by the Bank.
5. The approved amount of the Program will be credited in full to the Card Account and the original bonus points or cash rebate earned from relevant transactions will be deducted. Cardholder is liable for any interest or finance charges incurred by those transactions, if any, before the credit is made.
6. The amount of each instalment payment which is equal to the approved amount of the Purchase Instalment Program plus the total handling fee divided by the designated instalment payment period, will be charged to the Card Account in the same manner as a purchase transaction in accordance with the terms and conditions of the Bank's Credit Card Cardholder Agreement / Credit Card Cardholder Agreement for Company Card Account. Remaining balance therefrom, if any, will be included in the last instalment. No bonus points or cash rebate will be earned to such instalment payment amount.
7. The final approved amount of the Purchase Instalment Program for any application and the designated instalment payment period are subject to the Bank's absolute discretion. Upon approval of an application, the Bank will hold the available credit limit of the Card Account by the approved amount of the Purchase Instalment Program. The Bank will proportionally reduce the hold amount from the credit limit upon monthly repayment.
8. The handling fee is determined by the Bank from time to time at such rates specified in the relevant marketing materials / application forms / applicable at the time of application with annualized percentage rate calculated according to the guidelines under the Code of Banking Practice.
9. **The Cardholder is not allowed to cancel the application or change the terms of the Program once the application is approved by the Bank.**

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10. **For early full repayment requested by the Cardholder, an administration fee of HK$150 (or such other amount determined by the Bank from time to time) will be charged to the relevant Card Account. Partial early repayment will not be accepted.**
11. Notwithstanding anything contained in the Bank's Credit Card Cardholder Agreement / Credit Card Cardholder Agreement for Company Card Account, 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.
12. **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 / Credit Card Cardholder Agreement for Company Card Account or these Terms and Conditions, the Cardholder must repay immediately all the outstanding instalment amount, handling fees, administration fees and interest (if applicable) chargeable to the Card Account.**
13. **The Bank is only responsible for arranging instalment payments under the Program for the Cardholder and the provider for the good(s) / service(s) (the "Provider") and disclaims any legal liability or duty relating to the product(s) / service(s) purchased. The Provider and its related supplier(s) will solely be responsible for all obligations and liabilities relating to the supply, sale, delivery, installation, warranty, other common law or statutory provisions of the product(s) / service(s) and the ancillary services, if any. The Bank will not guarantee the quality and possession of the product(s) / service(s). For the avoidance of doubt, any dispute thereto between the Cardholder and the Provider will not in any way affect and / or reduce the liabilities and obligations of the Cardholder to the Bank under the Program.**
14. The Cardholder understands and agrees that the Bank may verify, exchange and obtain the credit data of the Cardholder by any means as the Bank may deem necessary (including but not limited to conducting credit checks with any credit reference agency) for processing the application and / or performing regular credit reviews.
15. The Bank reserves the right to change, suspend or terminate the Program and / or revise the relevant Terms and Conditions at any time without prior notice. During the period when the Program is applicable, these Terms and Conditions shall form part of the Bank's Credit Card Cardholder Agreement / Credit Card Cardholder Agreement for Company Card Account. In the event of any inconsistency between the terms of the Bank's Credit Card Cardholder Agreement / Credit Card Cardholder Agreement for Company Card Account and these Terms and Conditions, these Terms and Conditions shall prevail in so far as they apply to the Program. In case of any dispute, the Bank reserves the right to make the final decision.
16. In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.