

## BEA Traveller's Cardholder Agreement

**IMPORTANT:** Before you start to use your BEA Traveller's Card issued by The Bank of East Asia, Limited, please read carefully the terms and conditions of the BEA Traveller's Cardholder Agreement printed below and make sure that you understand them thoroughly. By using your BEA Traveller's Card you will be deemed to have accepted these terms and conditions and will be bound by them.

### Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- (i) "Bank" means "The Bank of East Asia, Limited"
- (ii) "Traveller's Card" means "BEA Traveller's Card"
- (iii) "Traveller's Cardholder" means an individual whose name a Traveller's Card is issued by the Bank.
- (iv) "Traveller's Card Account" means the Traveller's Card account, which is opened and maintained by the Bank in the name of the Traveller's Cardholder for the purpose of this Agreement.
- (v) "Credit Card" means, as appropriate, a VISA Classic Card, a VISA Gold Card, a VISA PLATINUM Card, an Ordinary MasterCard, a Gold MasterCard and JCB PLATINUM Card issued by the Bank of a Credit Cardholder, and includes a principal Credit Card and any supplementary Credit Card(s), replacement or subsequently renews Credit Cards.
- (vi) "Credit Cardholder" means an individual in whose name a Credit Card is issued by the Bank, and includes both a principal Credit Cardholder and any supplementary Credit Cardholder(s).
- (vii) "BEA Credit Cardholder Agreement" means the BEA Credit Cardholder Agreement (Personal Account) of the Bank and its amendments from time to time, which is binding on the Credit Cardholder.
- (viii) "Designated Credit Card Account" means the Credit Card account, which is assigned for fund transfer within Traveller's Card Account
- (ix) "Bank sell-rate" means the telegraphic transfer sell-rate determined by the Bank from time to time
- (x) "Bank buy-rate" means the telegraphic transfer buy-rate determined by the Bank from time to time
- (xi) "Schedule of Fees & Charges" means the Schedule of Fees & Charges on BEA Traveller's Card as published by the Bank and notified to the Traveller's Cardholder from time to time and forms part of this Agreement.

Headings on this agreement are for ease of reference only and shall be ignored in construing this agreement.

### 1. Description of the Traveller's Card and its Usage

- 1.1 The term "Traveller's Card" used in this Agreement refers to all Traveller's Cards issued by the Bank including those replacement or subsequently renewed Traveller's Cards. All Traveller's Card(s), at all times, shall remain the property(ies) of the Bank and must be surrendered by the Traveller's Cardholder(s) to the Bank immediately upon request by the Bank or its duly authorised agent.
- 1.2 Traveller's Cardholder must be aged 16 or above. The Designated Credit Card Account must be assigned for fund transfer within Traveller's Card. BEA Renminbi Credit Card, BEA Corporate Card, BEA Prepaid Card and CyberCard cannot be assigned as the Designated Credit Card Account. Each Credit Card account can only apply one Traveller's Card with same currency. The principal Credit Cardholder should agree and sign the related Traveller's Card application form if the Traveller's Card is applied for the supplementary Credit Cardholder.
- 1.3 Upon receipt of the Traveller's Card, the Traveller's Cardholder must sign and activate the Traveller's Card immediately and such signature, activation and / or use of the Traveller's Card will constitute the agreement of the Traveller's Cardholder to be bound by this Agreement. The Traveller's Card is not transferable and may be used only by the Traveller's Cardholder even the Traveller's Card has not been signed. The Traveller's Card may not be pledged by the Traveller's Cardholder as security for any purpose whatsoever. The Traveller's Cardholder should not permit any other person to use the Traveller's Card and shall at all times safeguard the Traveller's Card and keep the same under the Traveller's Cardholder's personal control.
- 1.4 The Traveller's Card is a reloadable and single currency card product offered by the Bank, which can be used to make retail purchases. When the Traveller's Card is used, the Traveller's Cardholder shall sign the sale drafts with the signature appearing on the Traveller's Card. Failure to do so will not relieve Traveller's Cardholder from liability for the use of the Traveller's Card. Traveller's Cardholder should submit written application to the Bank if Traveller's Cardholder wants to change to a new signature.
- 1.5 The Bank will maintain a Traveller's Card Account for the Traveller's Cardholder to which amounts of all sales draft issued pursuant to the use of the Traveller's Card will be posted. Traveller's Cardholder can perform transactions by electronic means at Point-of-Sale terminals.
- 1.6 The Traveller's Cardholder can use his Traveller's Card without exceeding

the unused balance, at any contracted VISA merchant outlets to obtain goods and / or services. The Bank however shall not be responsible if the Traveller's Card is not honoured at any of the aforesaid establishments for any reason whatsoever nor shall it be in any way liable or responsible in respect of the goods and / or services supplied by the merchants. Any complaints from the Traveller's Cardholder against the merchant establishment must be resolved by the two parties concerned and the existence of any claims or disputes between these two parties shall not relieve the Traveller's Cardholder's obligation to settle any sum outstanding with the Bank. For the Traveller's Cardholder, who requested the Bank to process any disputed transaction(s), a chargeback handling fee as specified in the Schedule of Fees & Charges will be charged if it is finally proved that the Traveller's Cardholder is liable for the disputed transaction.

- 1.7 The Traveller's Card is only applicable to retail transactions made by Point-of-Sale terminals, and is not applicable to manually imprinted sales slips, cash withdrawal, interest-free instalment, mail or phone orders, autopen, online bill payments or purchases, transactions in casinos or on ocean liners or airplanes, or for all VISA Express Payment services including but not limited to transactions in cinemas, car parks, or fast food restaurants. The Traveller's Card cannot be used in connection with any illegal transactions including but not limited to any gambling-related transactions.
- 1.8 The Traveller's Cardholder shall assume full responsibility and shall fully indemnify the Bank for all Traveller's Card facilities extended by the Bank in respect of the Traveller's Card whether or not within all related costs, charges and fees. The Bank may at its discretion issue Traveller's Card to any person or persons nominated as supplementary Credit Cardholder(s) by the principal Credit Cardholder. The principal Credit Cardholder shall be responsible and liable for the use of the Traveller's Card and of any Traveller's Card issued for supplementary Credit Cardholder whether the accounts are combined or separated and for all amounts owed to the Bank pursuant to this Agreement until the Traveller's Card is terminated and returned to the Bank according to Clause 12 of this Agreement. The supplementary Credit Cardholder(s) shall only be responsible and liable for the use of his / her their own Traveller's Card(s) whether the accounts are combined or separated and for his / her / their liabilities and all amounts he / she / they owed to the Bank and shall not be liable for the liabilities and all amounts owed by the Traveller's Card issued for principal Credit Cardholder or the other supplementary Credit Cardholder(s) to the Bank.
- 1.9 Subject to the provision of Clause 10, the Traveller's Cardholder agrees to accept full responsibility for any transaction effected through the use of the Traveller's Card, whether or not duly authorised by the Traveller's Cardholder.

### 2. Reload

- 2.1 The Traveller's Cardholder can choose the different reload amount each time for reload, while the Traveller's Card must be activated and the reload amount must be in a unit or its multiple, which preset in each Traveller's Card currency as determined by the Bank from time to time. The reload amount will be treated as retail transaction and posted in the Designated Credit Card Account.
- 2.2 Traveller's Cardholder can request to reload through the Customer Services Hotline on 3608 6628. The Bank will convert the reload amount from the Designated Credit Card Account to the designated currency of the Traveller's Card Account, which based on the Bank sell-rate determined by the Bank plus a reload handling fee as specified in the Schedule of Fees & Charges will be levied on the Designated Credit Card Account. The reload amount will be effective within 3 working days after the reload is requested. The registered reload request cannot be cancelled or changed and the Traveller's Cardholder shall have no claim whatsoever against the Bank regarding the Bank sell-rate.
- 2.3 The reload request can be processed upon the Designated Credit Card Account must be activated, valid and in good standing, and has available credit limit. A Short Message System ("SMS") message or a notification letter will be sent to the Traveller's Cardholder for notifying the reload result within 3 working days after the reload is requested. Traveller's Cardholder should check the unused balance of Traveller's Card Account through Cyberbanking or the Customer Services Hotline on 3608 6628 after three working days. If reload request is processed successfully, the reload amount will be deducted from the Designated Credit Card Account and in the Designated Credit Card's currency.
- 2.4 There is a preset maximum store value of each currency in Traveller's Card as determined by the Bank from time to time. Reload will not be allowed if the existing store value of the Traveller's Card or the value of the Traveller's Card after reloaded are already reached or exceed the preset maximum store value.
- 2.5 If a debit balance occurs in a Traveller's Card Account, the Bank will automatically reload the debit amount from the Designated Credit Card Account to the Traveller's Card Account to set-off the debit balance. The auto-reload amount caused by the debit balance of Traveller's Card Account will base on the Bank sell-rate determined by the Bank. In addition, if the Designated Credit Card Account was overlimited by such auto-reload, an over credit limit fee, as specified in the Schedule of Fees & Charges of BEA Credit Card will be levied on the Designated Credit Card Account.

### 3. Refund

- 3.1 The Traveller's Cardholder may at any time request to refund the unused balance of the Traveller's Card by calling the Customer Services Hotline on 3608 6628 or

by submitting a written notice to the Bank. The unused balance will only be credited to the Designated Credit Card Account and base on the Bank buy-rate determined by the Bank. The refund amount will be processed within 4 working days after the refund is requested. If the Traveller's Card Account does not have sufficient unused balance, a SMS message or a notification letter will be sent to the Traveller's Cardholder for notifying the unsuccessful refund request. The registered refund request cannot be cancelled or changed and the Traveller's Cardholder shall have no claim whatsoever against the Bank regarding the Bank buy-rate.

- 3.2 If the refund amount is smaller than HK\$0.01 after the exchange rate conversion, the Bank will not process such request.
- 3.3 The Traveller's Card will become invalid and the unused balance on the Traveller's Card can be refunded to the Designated Credit Card Account once the Traveller's Card has expired.

### 4. Different Currency / Overseas Transactions

- 4.1 For all transactions settled by the Traveller's Card in a same currency overseas, the Bank will levy an overseas transaction fee at the rate as specified in the Schedule of Fees & Charges; while all transactions settled by the Traveller's Card in a different currency overseas will be converted into designated currency of that Traveller's Card at the VISA exchange rate on the day that the transaction is processed. In addition to the exchange rate, the Bank will levy an overseas different currency transaction fee at the rate as specified in the Schedule of Fees & Charges. The exchange rate is determined on the date that the transaction is processed by VISA Card, which may be different from the transaction date and therefore subject to market fluctuation.
- 4.2 No fees will be charged for all transactions settled by the Traveller's Card in a same currency in Hong Kong while all transactions in a different currency in Hong Kong settled by the Traveller's Card will be converted into designated currency of that Traveller's Card at the VISA exchange rate on the day that the transaction is processed. In addition to the exchange rate, the Bank will levy a different currency transaction fee at the rate as specified in the Schedule of Fees & Charges. The exchange rate is determined on the date that the transaction is processed by VISA Card, which may be different from the transaction date and therefore subject to market fluctuation.

### 5. Charges

It is expressly understood that by using the Traveller's Card, Traveller's Cardholder will be deemed to have accepted to pay the reasonable charges and handling fees incurred for any relevant service(s). All fees and charges and payment details as specified in the Schedule of Fees & Charges. Such fees and charges and payment details shall be subject to review and amendment at the Bank's sole discretion and announced by the Bank from time to time in any manner it deems fit.

### 6. Unauthorised Transactions and Adjustments

If the transaction made by the Traveller's Cardholder involves any unauthorised amounts such as tips, merchants have the right to consider such amounts as authorised amounts, and charge the relevant Traveller's Card accordingly. If the available balance of the Traveller's Card is insufficient to settle the total amount, BEA reserves the right to reject the relevant transactions. If the merchant can provide evidence to prove that an authorised transaction involves an additional amount that is unauthorised, the Bank reserves the right to charge the unauthorised amount to the Traveller's Card without prior notice.

### 7. Bonus Points / Cash Rebate Programme

- 7.1 Bonus Points will be offered to the Designated Credit Card Account for all reload transactions from the Designated Credit Card Account to Traveller's Card and in unit of HK\$1 = 1 Bonus Point and round-down to the nearest Bonus Point. If the Designated Credit Card Account is Shine Card, cash rebate will be offered for all reload transactions from the Designated Credit Card Account to Traveller's Card and in unit of HK\$200 reload amount = HK\$1 cash rebate and round-down to the nearest dollar. If the Designated Credit Card Account is BEA JCB PLATINUM Card, cash rebate will be offered for all reload transactions from the Designated Credit Card Account to Traveller's Card and in unit of HK\$250 reload amount = HK\$1 cash rebate and round-down to the nearest dollar. No Bonus Points will be offered for all transactions made by the Traveller's Card.
- 7.2 For all refund amount from Traveller's Card, Bonus Points will be deducted from the Designated Credit Card Account in unit of HK\$1 = 1 Bonus Point and round-down to the nearest Bonus Point. For the Designated Credit Card Account without sufficient Bonus Points, the Bank will deduct the related amount of Bonus Points and in unit of 200 Bonus Points = HK\$1 and round-down to the nearest dollar without prior notice. If the Designated Credit Card Account is Shine Card, cash rebate will be deducted from the Designated Credit Card Account for all refund amount from Traveller's Card and in unit of HK\$200 refund amount = HK\$1 and round-down to the nearest dollar. If the Designated Credit Card Account is BEA JCB PLATINUM Card, cash rebate will be deducted from the Designated Credit Card Account for all refund amount from Traveller's Card and in unit of HK\$250 refund amount = HK\$1 and round-down to the nearest dollar.

### 8. Balance Enquiry

- 8.1 The Traveller's Cardholder can check the balance on the Traveller's Card by calling the Customer Services Hotline on 3608 6628 or via Cyberbanking. Subject to the Bank's approval, the Cardholder can nominate the Traveller's Card Account to receive Cyberbanking Services upon successful registration at any branch of the Bank, and the use of such facilities is subject to the terms and conditions of Cyberbanking.
- 8.2 Cyberbanking is available for a valid Traveller's Card Account upon successful online registration. The use of such available facilities is subject to the Cyberbanking's terms and conditions governing the use of electronic channels including but not limited to the Internet, mobile phone, personal digital assistant, phone or other channel(s) determined by the Bank from time to time.
- 8.3 Traveller's Cardholder should examine their transactions regularly. The transaction will be considered correct if no discrepancy is reported within 60 days from the related posting date. The Bank reserves the right to reject processing any chargeback request from Traveller's Cardholder, who request over 60 days from the posting day.

### 9. Replacement / Renew Card

- 9.1 A replacement card fee, as specified in the Schedule of Fees & Charges will be levied on the Designated Credit Card Account for all replacement card request include but not limited to card damage, card lost, or change printed name before card expired.
- 9.2 The Traveller's Card is valid for 3 years. The Bank will send the renewed card to Traveller's Cardholder before the Traveller's Card expires. The unused balance of the existing Traveller's Card will be transferred to the renewed Traveller's Card. By activating the Traveller's Card thereafter, the Traveller's Cardholder shall be deemed to have accepted and agreed to be bound by the BEA Traveller's Cardholder Agreement. If Traveller's Cardholder does not need the renewed Traveller's Card, Traveller's Cardholder has to notify the Bank one month before the Traveller's Card expired and return the Traveller's Card to the Bank, which cut in halves for cancellation.
- 9.3 The issuance of renewed Traveller's Card will be subjected the status of the Designated Credit Card Account.

### 10. Loss or theft of Card

The Traveller's Cardholder must report any loss or theft of the Traveller's Card immediately upon discovery of such loss or theft (Tel: 3608 2000) and confirm the same in writing to Card Services Department, 33/F, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong and the Traveller's Cardholder shall be fully liable and responsible for all transactions effected by the use of the Traveller's Card whether or not authorised by the Traveller's Cardholder in the event of such loss or theft until notification of such loss or theft has been received by the Bank, provided that in the absence of fraud or gross negligence or providing the Traveller's Card, the maximum liability for such unauthorised transaction before notification of such loss or theft shall not exceed HK\$500. The failure of the Traveller's Cardholder to observe or follow any recommendation of the Bank from time to time regarding the safety and secrecy of the Traveller's Card or the failure to report the loss or theft of the Traveller's Card or loss or theft to the Bank as soon as reasonably practicable upon discovery thereof shall constitute gross negligence. The issuance of a replacement Traveller's Card will be entirely at the discretion of the Bank.

### 11. Set-off / Debt Recovery

- 11.1 In addition of any general right to set-off or other rights provided to the Bank by law or any other agreement, the Bank may at any time and without prior notice, combine or consolidate the outstanding balance on the Traveller's Card with any other account which the Traveller's Cardholder maintains with the Bank (whether deposit, loan or of any other nature whatsoever, and wheresoever whether subject to notice or not) and including any deposit(s) made by such Traveller's Cardholder and set-off or transfer any sum standing to the credit of such other account in or outside Hong Kong in or towards discharge of the Traveller's Cardholder's liability to the Bank under this Agreement.
- 11.2 The Bank may at any time assign the unsettled Traveller's Card to any contractual credit management organisation or collection agency employed at the Bank for debt recovery.

### 12. Termination

- 12.1 The Traveller's Cardholder may at any time terminate the use of the Traveller's Card by a written notice to the Bank accompanied by the return of the Traveller's Card cut in halves. The termination of any Traveller's Card is effective upon the confirmation by the Card Services Department of the Bank on the receipt of the returned Traveller's Card. The Bank may also, at its absolute discretion terminate this Agreement at any time by cancelling the Traveller's Card and / or any of services thereby offered with or without cause and with or without prior notice, and may list the number of such cancelled Traveller's Card in its Cancellation Bulletin. The Bank shall not be liable for any loss or damage of whatever nature which the Traveller's Cardholder may sustain or suffer whether directly or indirectly as a result of such actions taken by the Bank. Upon the termination of this Agreement for any reason whatsoever, the cancelled Traveller's Card must

be surrendered to the Bank and the whole of the outstanding on the Traveller's Card Account together with the amount of any outstanding Traveller's Card transactions incurred prior to such termination but not yet charged to the Traveller's Card Account will become immediately due and payable.

- 12.2 The Bank reserves the right to terminate the Traveller's Card usage and / or provide any related services and / or reject any transactions made with a Traveller's Card without prior notice.
- 12.3 The Traveller's Card will be cancelled at the same time if the Designated Credit Card Account is cancelled (whether the cancellation of the Designated Credit Card account is requested by the Traveller's Cardholder). The unused balance of the cancelled Traveller's Card Account will be retained in such Traveller's Card Account and Traveller's Cardholder can request to refund the related unused balance according to Clause 3. The debit balance of the cancelled Traveller's Card Account will be set-off by converting related amount from the Designated Credit Card Account according to Clause 2.5.

### 13. Others

- 13.1 The Bank reserves the right to change the card face design of the Traveller's Card without prior notice.
- 13.2 The Bank reserves the right to add, alter, amend or cancel any these terms and conditions stipulated in this Agreement including but not limited to the service charges, and other fees from time to time with prior notice to the Traveller's Cardholder in any manner the Bank deems appropriate, to be effective irrespective of whether the Traveller's Cardholder has actual notice or knowledge thereof. Such changes will apply to all outstanding balances on the account. By continuing to use the Traveller's Card thereafter, the Traveller's Cardholder shall be deemed to have accepted and agreed to such changes unless the Traveller's Card is returned to the Bank for cancellation prior to the date such alteration shall have effect. In the event of any dispute, the decision of the Bank shall be final.
- 13.3 Any notice shall be deemed to have reached the Traveller's Cardholder the next working day after posting if posted to an address in Hong Kong and seven working days after posting if posted to an address elsewhere.
- 13.4 The Bank may from time to time send to the Traveller's Cardholder informative documents and / or newsletters. It is expressly understood that the Bank should not be responsible or liable for the contents thereof.
- 13.5 For the avoidance of doubt, nothing in these terms and conditions shall prejudice or affect the terms and conditions of the BEA Credit Cardholder Agreement. These terms and conditions shall be addition to and supplemental to the terms and conditions of the BEA Credit Cardholder Agreement.

### 14. Personal Data (Privacy) Ordinance

The Traveller's Cardholder agrees that the Bank may collect, acquire, hold, store, use and disclose details of any information relating to all or any transactions or dealings between us or personal data and without prejudice to the generality of the foregoing the Bank may disclose any such details or information as above to any credit information bureau or agency and / or any credit reference bureau or agency and / or to any bank, credit card company, deposit taking company, or any other person or entity (including collection agency) whatsoever who or which provides credit facilities for any purpose or is engaged in this provision of any financial or other service and the Traveller's Cardholder further agrees that any such person or entity may utilise such details in the course of any business carried on by him or it. At any time the Traveller's Cardholder has the right to request access to information held by the Bank about him or his account and to update and correct such information. Such request should be made in writing to The Group Data Protection Officer, The Bank of East Asia Group, 11/F, 31 Des Voeux Road Central Hong Kong. The Bank reserves the right to impose a reasonable charge to cover the costs of complying with such request.

### 15. Law and Language

- 15.1 The Bank reserves the right to refuse to process, pay, or otherwise act on any instructions in relation to any Traveller's Card transaction(s) that the Bank suspects is / are related to gambling (whether directly or indirectly) or is / are illegal. The Bank also reserves the right to take legal action against the Traveller's Cardholder in respect thereof.
- 15.2 Plurals, Gender, and Persons: Words denoting the singular number only shall include the plural number also; words denoting the masculine gender only shall include the feminine gender also; and words denoting persons only shall include firms and corporations and vice versa.
- 15.3 The word "use" in this Agreement shall include the presentation of the Traveller's Card to obtain goods and / or services.
- 15.4 These terms and conditions are provided both in English and Chinese. In the event of any inconsistency or discrepancy between the English version and the Chinese version of these terms and conditions, the English version shall prevail.
- 15.5 These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.