

Summary of Major Terms and Conditions of the BEA Mastercard® Debit Card Cardholder Agreement

The Bank of East Asia, Limited ("BEA") has outlined significant terms and conditions of the Agreement as follows for your particular attention and reference. Please note that the below summarized terms and conditions are for your reference only and you must read the FULL VERSION of the Agreement governing the user of the BEA Mastercard® Debit Card (the "Card").

The full version of the Agreement is available at any BEA branch and BEA's website (www.hkbea.com). Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

1. Upon receipt of the Card, you must activate it immediately. The Card is not transferable, and only you may use it. You must safeguard the Card under your personal control and must not disclose the Personal Identification Number (PIN), the security details relating to the Card and Mobile Device and the Card account number to any other person.
2. You must notify BEA immediately once you become aware (i) of any loss, theft, or disclosure of the PIN to a third party or the loss or theft of the Card; (ii) that the Authentication Factor(s) is lost, stolen or compromised in any way, or any person (without authorization) has used or may use the Authentication Factor(s); and/or (iii) that your Mobile Device is lost or stolen.
3. You shall remain fully liable and responsible for any transactions made using the Card, whether or not you authorize them, between the time of such loss, theft, disclosure, misuse or any other events and situations as mentioned in Clause 2 above and the time when you notified us about the aforesaid. However, if there is no fraud nor gross negligence on your part, and you have not knowingly (whether or not voluntarily) provided the Debit Card, PIN(s) or Authentication Factor(s) to a third party, your maximum liability for such unauthorized transactions before notification of such loss, theft, disclosure or misuse will not exceed HK\$500 or such other amount pursuant to the applicable laws, regulations or code of practice.
4. Without limiting our right, we may set daily transaction limits or specify the scope of any Service available in or outside Hong Kong. If you want to use your Debit Card at an ATM or a point of sale terminal or device outside Hong Kong for cash withdrawals, payments or transfers (if applicable), you are required to set your daily withdrawal, payment and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels and in the manner (including whether the limits apply individually or collectively) designated by us from time to time. The use of the Debit Card outside Hong Kong are subject to fees as we may reasonably prescribe and the applicable law and regulations in the relevant jurisdiction.
5. You agree to notify us about any unauthorized transaction shown on any Account statement within 60 days from the statement date and in such manner prescribed or accepted by us from time to time. If you fail to do so, the transaction in question shall be regarded as correct, conclusive and binding on you and you shall be regarded as having waived any right to object or pursue any remedy against us in relation to that transaction.
6. Once you have accessed or viewed the virtual Debit Card on our designated mobile banking app, you should keep your virtual and physical Debit Cards safe. If you have accessed or viewed the virtual Debit Card (no matter whether you have received or activated your physical Debit Card), you will bear all risks and consequences of all transactions effected by the use of your virtual Debit Card, including the use by unauthorized persons or for unauthorized purposes. We would also recommend that you activate your physical Debit Card as soon as possible. We have the right to cancel the virtual Debit Card if your physical Debit Card remains de-activated.
7. You agree and accept that the use of the Authentication Factors is important security measure and you shall not permit any other person to use the Authentication Factors and you will at all times safeguard the Authentication Factors under your control. You must immediately inform us if any other person knows or is suspected to know your Authentication Factor.
8. The Debit Card shall be used to effect transactions only if there are sufficient funds in the Account(s). If a transaction is made without sufficient funds in the Account(s), BEA is not obliged to effect any such transaction and is entitled to refuse to effect such transaction, with or without cause, without incurring any liability whatsoever and without prior notice to the Cardholder. If BEA agrees to effect such transaction, the Cardholder shall repay to BEA immediately on demand such amount overdrawn or over transferred together with interest thereon calculated on a daily basis at the rate determined by BEA from time to time on overdraft accounts with BEA. BEA may charge an arrangement fee for the overdraft. You hereby agree to indemnify BEA and keep BEA fully indemnified against all suits, actions, expenses, costs, losses, claims, damages and demands which may be suffered or incurred (collectively "Losses") by BEA arising from or relating to the Cardholder's effecting transactions from the Account(s) held with BEA by using the Debit Card, unless any of the losses arises out of BEA's negligence, fraud or willful default.
9. You remain liable even after the termination of your Debit Card. You agree that when the Debit Card or Authentication Factors are used to effect, process or conduct any transaction, it is or shall be deemed to be used with your authority and knowledge whether or not you have actually authorized and/or have knowledge of the use of the Debit Card or Authentication Factors and we shall debit against your Account any such amount transacted or processed through the use of the Debit Card or Authentication Factors. You shall accept our records of all transactions effected, processed or conducted through the use of the Debit Card or Authentication Factors as correct and conclusive, save in the case of manifest error, and you agree to be bound by our records.
10. Upon termination of the Debit Card, all sums due in respect of transactions effected by the use of the Debit Card or Authentication Factors shall become immediately payable without demand.