

## BEA Mastercard® Debit Card Cardholder Agreement (Personal Account)

Effective date: 4<sup>th</sup> July, 2025

**IMPORTANT:** Before you activate or use your Debit Card (as defined below) issued by The Bank of East Asia, Limited ("BEA"), please read the Terms and Conditions contained in this Cardholder Agreement (the "Agreement") carefully and ensure that you understand them in full. By activating or using your Debit Card, you shall be deemed to have accepted these Terms and Conditions and you shall be bound by them. The Terms and Conditions set out in this Agreement shall be binding on both Principal Cardholder and Supplementary Cardholder.

### Definitions

Unless otherwise stated, the following expressions have the following meanings in this Agreement:

- (a) "Account" means any account nominated to BEA as stated in the Debit Card application and/or subsequently accepted by BEA from time to time to be the subject of the Debit Card provided that BEA may at its discretion, cancel or suspend the provision of the Debit Card in respect of any of the Account.
- (b) "ATM" means an automated teller machine.
- (c) "Authentication Factors" include, but are not limited to PINs, soft tokens and in-app/SMS confirmations.
- (d) "Debit Card" means any BEA Mastercard® Debit Card or any supplementary BEA Mastercard® Debit Card in relation to any Account issued by BEA to you by which you can effect transactions by electronic or digital means, whether at an ATM, a point of sale terminal or other electronic, digital or mobile devices or terminals as determined and accepted by BEA and notified to you from time to time, and includes any contactless-enabled card, physical card, virtual card or digital card, whether transcribed or imaged into your mobile phone or device or operated in any other way.
- (e) "Device Passcode", in respect of a Mobile Device, means the access passcode of that Mobile Device.
- (f) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- (g) "Mobile Device", in respect of a virtual Debit Card, means the computer, smartphone, tablet or other electronic, digital or mobile device stored with or enabled to access or use that virtual Debit Card.
- (h) "Mobile Wallet" means a wallet application provided by a Mobile Wallet Provider.
- (i) "Mobile Wallet Provider" means the provider of the Mobile Wallet in the Cardholder's Mobile Device, as designated by the Bank from time to time.
- (j) "PIN" means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give instructions, make a transaction using your Debit Card or use any related services. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential.
- (k) "Schedule of Fees & Charges" means the Schedule of Fees & Charges on BEA Mastercard® Debit Card Services. We will publish and send you details about this schedule from time to time, and it forms part of this Agreement.
- (l) "Service" means any service which we may provide or procure in relation to a Debit Card.
- (m) "Supplementary Cardholder" means any and each person to whom we have issued a supplementary BEA Mastercard® Debit Card (with Principal Cardholder's authorization) under the Account.
- (n) "Supplementary Debit Card" means any BEA Mastercard® Debit Card held by a Supplementary Cardholder.
- (o) "Terms and Conditions" means all the terms and conditions set out in this Agreement for the Debit Card and any subsequent amendments thereto.
- (p) "We", "us" or "our" refer to The Bank of East Asia, Limited.
- (q) "You", "your", "he", "his", "Cardholder" or "Principal Cardholder" refer to the person named on the Account and to whom a principal Debit Card has been issued. Unless otherwise stated, "you", "your", "he", "his", "Cardholder" also refer to any Supplementary Cardholder. Words denoting any gender include all genders and any reference to the neuter gender shall include a reference to the masculine and feminine genders.

### 1. Use of the Debit Card

- 1.1 The Debit Card remains our property at all times. You must return the Debit Card to us or our authorized agent immediately if we ask you to do so.
- 1.2 We may offer, vary, suspend, withdraw or cancel any Service, the Debit Card or your use of the Debit Card at any time without prior notice. We may also introduce, vary, restrict, suspend, withdraw or cancel all or any of the rights, benefits, services, facilities, rewards and privileges in connection with your Debit Card without prior notice.
- 1.3 We may separately issue or vary additional terms and conditions relating to Debit Card benefits from time to time.
- 1.4 You must activate the Debit Card as soon as you receive it. By activating and/or using the Debit Card, you confirm that you have agreed to be bound by this Agreement and other terms and conditions which govern your Accounts and the applicable payment network or platform from time to time. If there is any inconsistency between these Terms and Conditions and other terms and conditions, these Terms and Conditions prevail as regards your Debit Card and any Service.
- 1.5 You agree to sign a sales draft with the signature that appears on the Debit Card whenever you use the Debit Card. Failure to do so will not absolve you from any liability concerning your use of the Debit Card. You must apply to us in advance and in writing if you wish to use a different signature.
- 1.6 The Debit Card is not transferable, and only you may use it. You must safeguard the Debit Card (including both the physical Debit Card and the virtual Debit Card which may be registered, stored or activated in a Mobile Wallet) and not to pledge it as security for any purpose or allow any other person to use it at any time.
- 1.7 You must keep your Debit Card and Mobile Device in a secure place and under your personal control. You should treat your Debit Card as if it were cash.
- 1.8 The Principal Cardholder should ensure that each Supplementary Cardholder uses and handles his Debit Card and related matters in accordance with these Terms and Conditions and shall be responsible for any failure to comply with these Terms and Conditions by any Supplementary Cardholder.
- 1.9 You shall not, whether with or without your knowledge, use the Debit Card or Authentication Factors to effect any transaction which could contravene the laws of any jurisdiction.
- 1.10 Liability of principal and supplementary Debit Cards
  - 1.10.1 You agree to accept full responsibility and to indemnify us in full for your use of the Debit Card, regardless of whether there are sufficient or insufficient funds in the related Account. You also accept responsibility for all related costs, charges and fees.
  - 1.10.2 We may, at our discretion, issue a Supplementary Debit Card to a person that the Principal Cardholder nominates as a Supplementary Cardholder.
  - 1.10.3 The Principal Cardholder agrees to accept responsibility and liability for the principal Debit Card and any Supplementary Debit Card(s) that are issued.
  - 1.10.4 Each Supplementary Cardholder is responsible for the use of his/her Debit Card and Authentication Factors, and is not responsible for the use of any Debit Card or Authentication Factors of the Principal Cardholder or any other Supplementary Cardholder.
- 1.11 Transaction limits and conditions relating to the use of the Debit Card
  - 1.11.1 If you want to operate any of your Accounts with your Debit Card by electronic or digital means, whether at an ATM, a point of sale terminal, by telephone or other designated electronic, digital or mobile device, you have to link the Account to your Debit Card. We may specify any conditions or limits relating to the use of the Debit Card by such means. These conditions or limits may include the following (or any of them):
    - (a) designate the Account to be linked to your Debit Card, or specify the types or number of Accounts that you may link to your Debit Card;
    - (b) the currency of any transaction; and
    - (c) limits (including per-day or per-transaction or other limits) for cash withdrawal, transfer or payment effected by the Debit Card by such means.
  - 1.11.2 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.
- 1.12 Purchase of Goods and Services
  - 1.12.1 You may use your Debit Card to obtain goods or services at the outlets of any contracted card associations merchant, subject to the transaction limits set by us.
  - 1.12.2 We shall not be responsible if any merchant does not honour the Debit Card for any reason whatsoever. Nor shall we be liable or responsible in any way for goods or services supplied to you by a merchant. We shall be entitled to charge and debit the Account in respect of all transactions effected by the use of your

Debit Card or Authentication Factors notwithstanding the non-delivery or non-performance of any merchant, or any defect in the goods or services provided by any merchant, or the failure of any merchant to provide or make available to you any of the merchant's goods, services, benefits, discounts or programmes. Any complaint that you may have against the merchant must be resolved by you and the merchant concerned, and the existence of any claim or dispute between two of you shall not affect, relieve or reduce your obligation to us under these Terms and Conditions.

- 1.12.3 During the investigation of a disputed transaction between you and any merchant, we have the right to charge and debit the Account for the transaction and refund the relevant amount to you after the investigation result supports your claim. We have sole discretion whether or not to make refund pending the result of the investigation.
- 1.12.4 We have the right to convert the refund amount into another currency at the exchange rate and at the time as we consider appropriate. You shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise.
- 1.12.5 We shall not be responsible for the availability or performance of any point of sale terminal or other device provided or operated by a merchant or any other person to enable the use of the Debit Card or any of its functions (including the contactless payment function).
- 1.12.6 We shall not be responsible for any consequential or indirect loss arising from or in connection with the use of your Debit Card or Authentication Factors.
- 1.12.7 Any request you made to any merchant – via mail, fax, electronic means or telephone – for the supply of good or services to be charged to the relevant Debit Card Account shall constitute authority for the merchant to issue a sales draft for the amount to be charged. If this sales draft is endorsed "Mail Order", "Fax Order", "Electronic Means Order" or "Telephone Order" according to the circumstances, it shall be deemed as having been duly signed by you.
- 1.12.8 If you use the Debit Card to make auto-payments and it becomes lost, stolen or terminated, you must promptly notify the merchant(s) concerned in order to change or terminate these auto-payment arrangements. Otherwise, you shall be responsible and liable for the full amount of any charges, losses, damages or expenses incurred.

#### 1.13 Use of the virtual Debit Card

- 1.13.1 With respect to a virtual Debit Card (including registering, storing and activating it in a Mobile Wallet), you have to complete the steps prescribed by us to enable you to use the virtual Debit Card.
- 1.13.2 The virtual Debit Card may be accessed or stored on a mobile device of such type and model as prescribed or accepted by us from time to time. We have the right to vary the type or model or withdraw an existing type or model of mobile device at any time without prior notice.
- 1.13.3 The Mobile Wallet Provider may limit the number of Debit Cards you may store in one Mobile Wallet from time to time, which is beyond our control. We may however limit the number of Mobile Devices that can access or store the same digital version of your Debit Card in a Mobile Wallet from time to time and you should refer to our latest communications regarding such limit.
- 1.13.4 You should follow the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Mobile Device), and the registration and verification flow of your Mobile Wallet in order to register and store the Debit Card in your Mobile Wallet.
- 1.13.5 You can access or view your virtual Debit Card when we make it available to you on our designated mobile banking app, after your physical Debit Card is activated. Once you accessed or viewed it, it will be ready for use immediately (unless we ask you to follow further activation steps).
- 1.13.6 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.
- 1.13.7 You may have to activate your virtual Debit Card again if we issue a new or replacement physical Debit Card to you.
- 1.13.8 You should upon cancellation of the virtual Debit Card, remove it from your Mobile Device.

#### 1.14 Use of PINs, Authentication Factors, ATM and Other Facilities

- 1.14.1 We will issue an ATM PIN according to your instruction. You can use this PIN to operate your Accounts via ATMs of designated networks.
- 1.14.2 You will be allowed to conduct electronic transactions at ATMs of designated networks or point of sale terminals.
- 1.14.3 The use of ATM facilities and our designated internet banking service and our designated mobile banking application is subject to the respective terms and conditions of these services. Copies of these terms and conditions are available upon request.
- 1.14.4 We shall not be liable for any delay or failure in providing any of the Services or failure of our equipment, systems, ATM facilities or other facilities to you to the extent that it is caused by or attributed to any circumstance beyond our reasonable control.
- 1.14.5 At no time and under no circumstances should you disclose your PINs and/or the security details relating to your Debit Card and Mobile Device (including your Device Passcode and/or Authentication Factors stored in your Mobile Device and/or any cloud storage platform) to any other person. You must immediately inform us if any other person knows or is suspected to know your PINs and/or the security details relating to your Debit Card and Mobile Device.
- 1.14.6 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 Factors.
- 1.14.7 You agree to accept full and sole responsibility for all consequences, losses, and liabilities incurred because the PINs or Authentication Factors have become known to another person for whatever reason, and you agree to indemnify us for any loss or damage incurred.

#### 1.15 Liability for transactions

Subject to the provision of Clause 7, you agree to accept full responsibility for any transaction you make using the Debit Card, regardless of whether or not you have authorized the amount shown and this applies to:-

- (a) any transaction that involves a duly completed sales draft, transaction record, credit voucher, cash disbursement draft, and/or other charge record bearing the imprint or another form of reproduction of the information printed on the Debit Card;
- (b) any sales draft relating to any order for goods and/or services placed over the telephone, mail, electronic means, direct debit arrangement or by other method of purchase in which the Debit Card was not presented but the Debit Card number and other required information were provided;
- (c) any transaction effected by the use of the Debit Card and Authentication Factors; and
- (d) any transaction effected by telephone, mail, electronic or direct debit arrangement without a sales slip or without your signature or the signature on the sales slip is different from the signature on your Debit Card.

#### 1.16 Compliance with Sanctions and other Requirements

We may, at any time and from time to time without prior notice, restrict usage of the Debit Card in certain countries/territories or with certain individuals or entities according to our internal guidelines and policies or applicable sanctions laws and regulations and this may lead to the delay, blocking or refusing the making or clearing of any payment or the processing of your instructions. We shall not be liable for any loss or damage that you or any third party may incur or suffer directly or indirectly because of our aforesaid actions.

## 2. Rewards

2.1 We may offer rewards, including cash rebate, bonus points and other rewards ("Rewards"), to eligible transactions made by the Debit Card. We have sole discretion to set, vary, suspend or withdraw any Rewards arrangements from time to time without prior notice, including the following matters:

- (a) the types of transactions eligible for Rewards;
- (b) the channel through which a transaction must be effected in order to be eligible for Rewards
- (c) the rate and currency of cash rebate;
- (d) any minimum and/or maximum amount of Rewards which may be earned;
- (e) the circumstances under which any Rewards paid to you is to be subsequently reversed, cancelled or identified as ineligible and our right to deduct such Rewards from your Account; and
- (f) any other details relating to Rewards offers.

2.2 We have the right not to offer any Rewards and the right to cancel any Rewards offered to you if, in our reasonable opinion, there is fraud or abuse relating to the earning or using of Rewards. Such fraud or abuse may include obtaining refund of the amount of a transaction by any means after earning the Rewards for that transaction.

- 2.3 We have the right to cancel any unused Rewards upon the cancellation of your Debit Card.
- 2.4 We have the right not to offer Rewards if your Account is restricted or conditions have been imposed for accessing the Account.
- 2.5 The following transactions are ineligible for Rewards:
- (a) fees and charges;
  - (b) cash withdrawal;
  - (c) purchase transactions effected outside of Mastercard® network;
  - (d) bill payment (including tax payments to the tax authorities);
  - (e) quasi cash transactions, including:
    - (i) betting and gambling transactions;
    - (ii) transactions at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
    - (iii) transactions at financial institutions (including purchase of merchandise and services from banks or investment trading platforms);
    - (iv) wire transfers;
    - (v) rental payment or property purchase;
    - (vi) purchase and/or reload of stored value cards or e-Wallets;
    - (vii) purchase of cryptocurrencies; and
    - (viii) instalment payments.
- 2.6 You will not be entitled to Rewards from the date your Account is closed or your Debit Card is cancelled.

### 3. Account Statement

- 3.1 All transactions attributed to the Debit Card will be posted on the Principal Cardholder's Accounts. The Supplementary Debit Card may access funds from the Principal Cardholder's Accounts. All Account statements will be sent to the Principal Cardholder.
- 3.2 Subject to Clause 3.3, records of transactions in relation to the use of Debit Card shown on the Account statements are conclusive and binding on you for all purposes.
- 3.3 Without reducing or limiting the effect of Clause 7.1, 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.
- 3.4 You agree to follow our instructions and cooperate fully with us and any appropriate authorities during the subsequent investigations into the unauthorized transaction(s) involving the Debit Card.

### 4. Sufficient funds in Account

- 4.1 If you effect a transaction using your Debit Card or Authentication Factors in a currency other than Hong Kong dollar ("foreign currency"), we will debit the transaction amount in the following manner:-
- (a) if the transaction is denominated in a foreign currency which you may access under the Account and there are sufficient available funds in that foreign currency in the Account to settle the amount of the transaction in full, then we will debit the full amount of the transaction in that foreign currency from the Account;
  - (b) if there are no sufficient available funds in the foreign currency in the Account to settle the full amount of the transaction, or if you do not have access to the foreign currency under the Account, then we may convert the amount of the transaction from the foreign currency into Hong Kong dollar. If there are sufficient available funds in the Hong Kong dollar savings account held under the all-in-one Account to settle the converted amount in full, then we will debit the converted amount in full from such Hong Kong dollar savings account. If there are no sufficient available funds in such Hong Kong dollar savings account to settle the full converted amount, then we have the right to reject the transaction, and we have the right to effect the currency conversion in each case at the exchange rate and at the time as we consider appropriate. You shall bear all exchange rate risks, losses, commissions and other fees and charges that may arise from currency conversion.

#### 4.2 Unauthorized overdraft

Notwithstanding Clause 4.1, 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.

#### 4.3 Right of Set-off

- 4.3.1 In addition to any general right of set-off or other rights provided to us by law or other agreement, we may at any time and without prior notice combine or consolidate the outstanding balance on your Account with any other accounts that you maintain with us, which applies to any deposit, loan accounts or any other types of account, regardless of whether such account(s) is/are located in Hong Kong or elsewhere, regardless of whether subject to notice or not and includes any deposit(s) made by you. We may set-off or transfer any credit balance of the aforesaid accounts of the Principal Cardholder for the purpose of discharging your liability to us under this Agreement.
- 4.3.2 In the case of a Supplementary Cardholder, we will only set-off the outstanding liabilities and amounts owed to us for the use of such Supplementary Cardholder's Debit Card against the credit balance in Principal Cardholder's other accounts. For the avoidance of doubt, we will not set off the outstanding liabilities and amounts that either the Principal Cardholder or other Supplementary Cardholder(s) owed to us against the credit balance of such Supplementary Cardholder (if any).

### 5. Fees and Charges

- 5.1 By using the Debit Card, you agree to pay the charges and handling fees specified in the Schedule of Fees & Charges for any Service. We may review and change such fees, charges and payment details at our sole discretion, and announce any changes to you at any time and in any manner we deem fit.
- 5.2 BEA hereby reserves all rights to charge a fee for the use of the Debit Card and such fee shall be at such rate, for such period and payable in such manner as BEA may announce from time to time. You agree to authorize us to debit the fees and charges as we consider reasonable from any Account.

### 6. Termination

- 6.1 Your right to terminate
- 6.1.1 Subject to Clause 6.1.2 and Clause 6.1.3, the Principal Cardholder may at any time terminate your use of the principal Debit Card and/or Supplementary Debit Card by giving notice in writing to us or by such other method as we may prescribe from time to time.
  - 6.1.2 Termination of the principal Debit Card will result in the automatic termination of all Supplementary Debit Cards.
  - 6.1.3 Termination of the physical Debit Card will result in the automatic termination of the virtual Debit Card. You cannot terminate the virtual Debit Card without terminating the physical Debit Card.
- 6.2 Our right to terminate
- 6.2.1 We may also, at our sole discretion, terminate this Agreement by cancelling the Debit Card and/or any Services offered. We may do so at any time, with or without cause or prior notice.
  - 6.2.2 We will not be liable for any loss or damage that you may sustain or suffer directly or indirectly because of our action.
- 6.3 Your obligation upon termination



- 6.3.1 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.
- 6.3.2 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.

## 7. Loss, Theft or Misuse of Debit Card, Authentication Factors or Mobile Device

- 7.1 You must notify us immediately through (i) calling the relevant customer services hotline, or (ii) such other method(s) as accepted by us and communicated to you from time to time, when you become aware that: (i) the Debit Card is lost or stolen, or its PIN(s) is lost, stolen or disclosed to a third party; and/or (ii) 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) your Mobile Device is lost or stolen.
- 7.2 You shall remain fully liable and responsible for any transactions made using the Debit 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 7.1 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.
- 7.3 The term "gross negligence" as mentioned in Clause 7.2 above shall be constituted by:
- (a) your failure to observe or follow any of our recommendations from time to time regarding the safety and secrecy of the Debit Card, PIN(s) or Authentication Factor(s) or Mobile Device; or
  - (b) your failure to report to us the loss or theft of the Debit Card or the Mobile Device or the loss, theft, misuse, or disclosure of the PIN(s) and/or the Authentication Factor(s) to a third party as soon as reasonably practicable upon discovery of the aforesaid.
- 7.4 The issuance of a replacement Debit Card will be entirely at our discretion. If we issue a replacement Debit Card, we may charge a handling fee by debiting any Account.

## 8. Change of Information

You agree to notify us immediately and in writing about any change of your contact information and office or residential address, as well as any other relevant information.

## 9. Others

- 9.1 We reserve the right to alter and amend the Terms and Conditions or add new terms to these Terms and Conditions, including but not limited to the applicable transaction limits of the Debit Card, interest rates, service charges, annual fee and other fees and charges at any time with prior notice to you in any manner we deem appropriate. We will give you not less than 60 days' prior notice of changes to fees or other charges payable and of changes that increase your liabilities or obligations. We will not send a separate notification of such changes to Supplementary Cardholders. The Supplementary Cardholder shall be deemed to have been notified of such changes by our notice to the Principal Cardholder. If you continue to use the Debit Card after the effective date of such changes, you shall be deemed to have accepted and agreed to the changes, unless the Debit Card is terminated before they take effect.
- 9.2 We may from time to time introduce and make new products, services and/or programmes available to you. These will be governed by specific terms and conditions. If there is any conflict between those specific terms and conditions and these Terms and Conditions, the former shall prevail.
- 9.3 Any notice (including this Agreement) to be given by us to you, if delivered to you at your last known address by prepaid postage or by any other means that we consider appropriate, shall be deemed to have been so given to the Principal Cardholder and each Supplementary Cardholder.
- 9.4 Any notice we send you by post shall be deemed to have reached the Principal Cardholder and each Supplementary Cardholder on the next working day after it was posted. Any notice that we send to you via electronic mail (email), mailbox in our designated internet banking service, our designated mobile banking application push notification service, short message service (SMS), or such other electronic delivery method as adopted by us from time to time shall be deemed to have reached the Principal Cardholder and each Supplementary Cardholder immediately. You agree that BEA may send any communication, confirmation, or statement to you in electronic form (if applicable).
- 9.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under applicable laws, the remaining provisions shall not be affected in any way.
- 9.6 These Terms and Conditions are binding on your personal representative and successor.
- 9.7 No failure to act, omission or delay by us to exercise any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right prevent any further exercise of such right or any other right.
- 9.8 We may assign or transfer all or any of our rights and obligations under this Agreement to any member of BEA, its subsidiaries, affiliates, associated entities and any of their branches and offices (together or individually). You shall not assign any rights and obligations under this Agreement.
- 9.9 This Agreement is for the benefit of BEA and its successors and assignees, despite any change due to merger, amalgamation, consolidation or otherwise in BEA or its constitution or in any such successor or assignee.
- 9.10 You confirm and agree that BEA may assign or otherwise transfer any of its rights and/or obligations under this Agreement and in respect of any related services, transactions and/or related documents and may deliver the same to the successor, assignee(s) or transferee(s), who shall become vested with and entitled to all the rights and/or obligations formerly vested in BEA.

## 10. Personal Data (Privacy) Ordinance

- 10.1 You authorize us to disclose, in strict confidence, to other institutions (whether in or outside Hong Kong) personal data and information about you. Such disclosure will only be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Service relating to your Debit Card.
- 10.2 The collection, use, and holding of your personal data are conducted in accordance with BEA's Personal Information Collection (Customers) Statement and Privacy Policy Statement. You have the right to request access to information held by us concerning you and your Account at any time. You also have the right to update and correct such information. A request to do so should be made in writing to the Group Data Protection Officer, The Bank of East Asia, Limited, 10 Des Voeux Road Central, Hong Kong. We reserve the right to impose a charge to cover the cost of complying with a data access request.
- 10.3 No person other than the Cardholder or BEA will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this Agreement.

## 11. Law and Language

- 11.1 We reserve the right to refuse to process, pay or otherwise act upon any instruction regarding any transaction concerning the Debit Card that we believe or suspect to be directly or indirectly related to illegal activities.
- 11.2 In this Agreement, words in the singular number shall include the plural number, and vice versa.
- 11.3 This Agreement shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but this Agreement may be enforced in the courts of any competent jurisdiction.
- 11.4 The English version of this Agreement prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this Agreement is for reference only.