

Terms and Conditions for using BEA Mastercard® Debit Card in Mobile Wallet

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These Terms and Conditions for using your BEA Mastercard® Debit Card in Mobile Wallet ("Terms and Conditions") apply when you choose to add a BEA Mastercard® Debit Card to a Mobile Wallet (as defined below) from time to time. When you add your BEA Mastercard® Debit Card to a Mobile Wallet, you shall be deemed to have accepted these Terms and Conditions and you shall be bound by them.

1. Definitions

Unless otherwise stated, the following expressions have the following meanings in these Terms and Conditions:

(i) "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.

(ii) "Authentication Factors" include, but are not limited to PINs, soft tokens, in-app/SMS confirmations, biometric credentials and device binding identifiers.

(iii) "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 from time to time, 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, replacement card and card that has subsequently been renewed.

(iv) "Mobile Device", in a respect of a Mobile Wallet Debit Card, means the computer, smartphone, tablet, or other electronic, digital, or eligible mobile device stored with or enabled to access or use that Mobile Wallet Debit Card.

(v) "Mobile Wallet Debit Card" means your digital version of your Debit Card stored in a payment supported Mobile Device as specified by us from time to time, which allows the use of your Debit Card without physically presenting the physical Debit Card.

(vi) "Mobile Wallet Debit Card Transaction" refers to transaction(s) effected by Mobile Wallet Debit Card at a merchant's 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.

(vii) "Mobile Wallet" means a wallet application provided by a Mobile Wallet Provider.

(viii) "Mobile Wallet Provider" means the provider of the Mobile Wallet in your Mobile Device, as designated by the Bank from time to time.

(ix) "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, add a Debit Card to a Mobile Wallet, 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.

(x) "We", "us", "our" and "BEA" refer to The Bank of East Asia, Limited, the issuer of your BEA Mastercard® Debit Card.

(xi) "You" and "your" refer to a cardholder of BEA Mastercard® Debit Card and a user of Mobile Wallet who can either be a principal cardholder or a supplementary cardholder. Unless otherwise stated, words denoting any gender include all genders and any references to the neuter gender shall include a reference to the masculine and feminine genders.

2. Your Debit Card Terms Do Not Change

The terms and conditions of the BEA Mastercard® Debit Card Cardholder Agreement (Personal Account) ("Cardholder Agreement") that govern your Debit Card do not change when you add your Debit Card to a Mobile Wallet. These Terms and Conditions are supplemental to and shall form part of the Cardholder Agreement governing the use of your Debit Card and shall operate in addition to all other terms and conditions to which you are subject. If there is any inconsistency between these Terms and Conditions and the other terms and conditions, these Terms and Conditions prevail as regards your Mobile Wallet Debit Card. Mobile Wallet Debit Card Transaction simply provides another way for you to make purchases with your Debit Card. Any relevant rewards, interest, fees, and charges that apply to your Debit Card will also apply when you use a Mobile Wallet to access your Debit Card. You may need to agree to separate terms with the Mobile Wallet Provider, which govern the registration and storage of your Debit Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Cardholder Agreement.

3. Adding Your Debit Card to Mobile Wallet

You can add a Debit Card to a Mobile Wallet for Mobile Wallet Debit Card Transaction by following the instructions of a Mobile Wallet Provider and BEA, and the registration and verification flow of your Mobile Wallet in order to register and store the Debit Card in your Mobile Wallet. The Debit Card that can be added to a Mobile Wallet are those we indicate as such from time to time. To enroll your Debit Card to be a Mobile Wallet Debit Card, you will be required to verify your identity by Authentication Factors or calling BEA's customer hotline following the instructions provided by BEA from time to time. If your Debit Card or underlying Account is not in good standing, that Debit Card will not be able to be added to Mobile Wallet. Once you add a Debit Card to a Mobile Wallet, the Mobile Wallet Provider will allow you to use the Debit Card in the Mobile Wallet to carry out transactions wherever your Mobile Wallet is accepted by the merchant. Your Mobile Wallet may not be accepted in all situations where your Debit Card is accepted.

4. Limitation of Our Liability

BEA is not the Mobile Wallet Provider, and we are not responsible for providing the Mobile Wallet Debit Card Transaction services to you. When you enroll your Debit Card for use with a Mobile Wallet, to facilitate your participation in the Mobile Wallet, you acknowledge that certain account information related to the Debit Card may be transmitted to and stored within your Mobile Device or on the Mobile Wallet Provider's platform or on the system of a third party working with the Mobile Wallet Provider for purposes of the Mobile Wallet ("Stored Information"). You acknowledge and agree that for the use of the Mobile Wallet Debit Card with the Mobile Wallet, the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider may use and/or disclose the Stored Information.

You should contact the Mobile Wallet Provider for all technical assistance on the Mobile Wallet (including but not limited to the types of electronic devices which support that Mobile Wallet). We are not responsible for any failure of the Mobile Wallet or the inability or delay to use the Mobile Wallet for any transaction. We are not responsible for the performance or non-performance of the Mobile Wallet or of any other third parties regarding any agreement you enter into with the Mobile Wallet Providers or associated third-party relationships that may impact your use of the Mobile Wallet Debit Card for Mobile Wallet Debit Card Transaction. We are not liable to you or any other person for any consequential or indirect loss arising from or in connection with the adding your Debit Card to Mobile Wallet or your use of your Mobile Wallet Debit Card or Authentication Factors.

5. Use of Mobile Wallet Debit Card and Charges

You acknowledge and accept that your Mobile Wallet Debit Card may be utilized to carry out Mobile Wallet Debit Card Transaction. We reserve the right to set and vary any limit on a Mobile Wallet Debit Card Transaction (including per transaction or daily or other limit) from time to time. Without prejudice to the foregoing, you acknowledge and accept all risks and consequences of all Mobile Wallet Debit Card Transactions, including the use by unauthorised persons or for unauthorised purposes.

BEA currently does not charge you any fees for adding your Debit Card to a Mobile Wallet or using your Mobile Wallet Debit Card for Mobile Wallet Debit Card Transaction. However, BEA reserves the right to charge you fees upon prior written notice. A Mobile Wallet Provider and other third parties, such as wireless companies or data service providers, may charge you fees. You must also understand that third party agreements may contemplate fees, limitations, and restrictions which might affect your use of any of your Mobile Wallet Debit Card (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

6. Removing, Suspension And Termination of Use of Mobile Wallet Debit Card

You should contact the Mobile Wallet Provider on how to remove a Mobile Wallet Debit Card from a Mobile Wallet. We can also block purchases by a Mobile Wallet Debit Card in a Mobile Wallet at any time. We may at any time suspend, withdraw, cancel or terminate your use of your Mobile

Wallet Debit Card (with or without exercising the same action on your physical Debit Card) with a Mobile Wallet with or without giving any reason or notice. Although prior notice of any such action may be given, except as otherwise required by applicable law, we shall be under no obligation to give you any such prior notice. We shall not be liable for any loss or damage of whatever nature suffered or incurred whether directly or indirectly by you as a result of any such action. Without prejudice to our rights, we may terminate your Mobile Wallet Debit Card without giving any notice:

- a. upon any breach of these Terms and Conditions, the Cardholder Agreement or any other applicable terms and conditions to which you are subject;
- b. upon suspicion of fraudulent activity; and/or
- c. upon termination of the Debit Card and underlying Account

You may terminate your Mobile Wallet Debit Card (with or without terminating your physical Debit Card) at any time by giving us notice through such channel (including writing to us or via our relevant customer services hotline) as accepted by us from time to time. You should then delete your Mobile Wallet Debit Card from the Mobile Wallet.

7. Governing Law and Disputes

These Terms and Conditions shall, in all respects, be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. You agree to submit to the non-exclusive jurisdiction of Hong Kong courts. Disputes arising out of or relating to these Terms and Conditions will be subject to any dispute resolution procedures under the Cardholder Agreement.

8. Termination of or Changes/Revisions to These Terms and Conditions, and Assignment

We can terminate these Terms and Conditions at any time. We can also change or revise these Terms and Conditions, or add or delete any items in these Terms and Conditions, at any time. We will provide notice if required by applicable laws or regulations. You cannot change these Terms and Conditions, but you can terminate them at any time by removing all your Mobile Wallet Debit Card from Mobile Wallet. Any termination of these Terms and Conditions howsoever caused shall not affect any rights or liabilities which have accrued prior to the date of termination. You may not assign these Terms and Conditions.

9. Privacy and Security

What Information BEA Collects

When we enroll your Debit Card in a Mobile Wallet, we collect certain information from the Mobile Wallet Provider to verify your identity, which enables you to use your Mobile Wallet Debit Card and facilitates your participation in Mobile Wallet Debit Card Transaction(s). You authorise BEA to collect, use and disclose your information in accordance with the applicable Personal Information Collection (Customers) Statement and BEA Privacy Policy Statement as it may be amended from time to time, and which is available at <https://www.hkbea.com/pdf/en/bea->

[information-collection-statement.pdf](#) and <http://www.hkbea.com/pdf/en/hkbea-privacy-policy.pdf> respectively. To facilitate your participation, please also note that Mobile Wallet Provider will make certain account information relating to each Debit Card you have selected to use for Mobile Wallet Debit Card Transaction available for display, including your most recent transaction data, but not your full Debit Card account number. You may decline to have the transaction data made available for display and still use Mobile Wallet Debit Card Transaction, but you must turn off this feature manually with the Mobile Wallet through the Mobile Wallet Provider. You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your supported Mobile Device that is gathered periodically to facilitate updates to our services. We may use this information as long as it is in a form that does not personally identify you, in order to improve our products or to provide services or technologies to you.

Push Notifications

You may receive push notifications from us from time to time reflecting your Debit Card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your Mobile Device, or by turning off the issuer notifications setting.

What Information Others Collect

As mentioned above, BEA is not responsible for the Mobile Wallet or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Mobile Wallet Provider through Mobile Wallet, or that is collected or accessed by Mobile Wallet Provider in the course of your use of a Mobile Wallet Debit Card for Mobile Wallet Debit Card Transaction, is subject to third party agreements, terms and conditions or other documents and is not governed by our Privacy Policy Statement, Personal Information Collection (Customers) Statement or these Terms and Conditions.

10. Lost, Stolen or Unauthorized Use of Your Mobile Device

In addition to the security measures prescribed by the Cardholder Agreement, you should take appropriate security measures to safeguard your Mobile Wallet Debit Card, its Authentication Factors or Mobile Devices.

Mobile Wallet and your Mobile Device may contemplate certain security features and procedures to protect against unauthorised use of any of your Mobile Wallet Debit Card in the Mobile Wallet. These features and procedures are the sole responsibility of the Mobile Wallet Provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Wallet Debit Cards added to a Mobile Wallet.

In addition, you shall take below precautions measures to prevent the Authentication Factors or Mobile Device from being lost, stolen or used without authorization:

- a. Do not allow anyone else to use your Mobile Device or Mobile Wallet Debit Card;

- b. Do not store anyone else's Authentication Factors in your Mobile Device which allows access to your Mobile Device and/or Mobile Wallet Debit Card, and ensure that that you only use your own biometric credentials to access your Mobile Wallet Debit Card and Mobile Wallet;
- c. Do not store or use the Mobile Wallet Debit Card in a Mobile Device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" Mobile Device);
- d. Do not use facial recognition for authentication and/or usage of Mobile Wallet Debit Card if you have identical siblings or siblings that look like you, or if you are an adolescent with rapidly developing facial features.

Call the customer services hotline to notify us immediately if you believe your Mobile Device or your Authentication Factors have been lost or stolen, or that someone has used or may use your Mobile Device or your Authentication Factors without your authorisation. Also change your Authentication Factors immediately to avoid any unauthorised use of your Mobile Wallet Debit Card or personal information. You are fully responsible for any disclosure (whether accidental or unauthorised) of your Mobile Wallet Debit Card details, Authentication Factors or other security details relating to your Mobile Wallet Debit Card or Mobile Device and bear all risks and consequences of your Mobile Wallet and Mobile Wallet Debit Card being used by unauthorised persons or for unauthorised purposes.

If you get a new Mobile Device, please be sure to delete all your Mobile Wallet Debit Card and other personal information from your previously Mobile Device.

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

11. Notices

We can provide notices to you concerning these Terms and Conditions and your use of a Mobile Wallet Debit Card by posting the material on our website, through electronic notice, or by contacting you at the current address we have on file for you. You consent to receive electronic communications and disclosures from us in connection with the use of your Mobile Wallet Debit Card. You agree that we can contact you by push notification, email and SMS message at last recorded email address or phone number you provide to us in connection with any Debit Card account for verification and activation purpose. This may include contact from companies working on our behalf to service your Debit Card accounts. You agree to update your contact information with us whenever it changes.

12. Third Party Rights

No person other than you 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 these Terms and Conditions.

13. Language

The English version of this Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese versions of this Agreement is for reference only.

Issued by The Bank of East Asia, Limited