

## **BEA Mall App - Terms and Conditions will be amended with effect from 12 October, 2023**

### **Existing Terms and Conditions**

These Terms and Conditions set out the rights and obligations of you and The Bank of East Asia, Limited ("BEA") in connection with your use of BEA Mall mobile application (the "BEA Mall App"). By accessing the BEA Mall App, you agree to be bound by these Terms and Conditions.

1. These terms and conditions are subject to the following terms and conditions:

- (i) [Cyberbanking Terms and Conditions](#)
- (ii) [The Bonus Gallery Terms and Conditions](#)
- (iii) [The Bonus Points Redemption/Credit Card Payment of Merchants' Products/Services Terms and Conditions](#)
- (iv) [Pay with Rewards Terms and Conditions](#)

In the event of any conflict between these Terms and Conditions and the other terms and conditions referred above, these Terms and Conditions shall apply and prevail.

### **Jurisdiction and Restrictions**

- 2. BEA controls and maintains BEA Mall App from Hong Kong. BEA makes no representation that the material and information contained herein is appropriate or available for use in other locations/jurisdictions. These Terms and Conditions are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and any dispute shall be subject to the non-exclusive jurisdiction of the Hong Kong Courts.
- 3. The distribution of BEA Mall App's materials may be restricted by law in certain jurisdictions. It is your responsibility to find out what those restrictions are and observe them.

### **Registration**

- 4. You are required to login to access certain services provided by BEA Mall App. You can login to BEA Mall App using the correct Cyberbanking Account Number, self-selected user identity ("ID")/name and PIN.

### **Password and Security**

- 5. You are responsible for maintaining the confidentiality of the Cyberbanking Account Number, self-selected user identity ("ID")/name and PIN or the personally identifiable information (as the case may be) ("User ID and/or password") and are fully responsible for all activities that occur under such User ID and/or password. You agree to (a) immediately notify BEA of any actual or possible unauthorised use of your User ID or password or any other breach of security and shall confirm the same in writing

or by other means without delay to BEA; and (b) ensure that you log out your BEA Mall App account at the end of each visit; and (c) not allow anyone else to use your User ID and password. (d) not write down your User ID and password for accessing BEA Mall App.

6. If you act fraudulently or with gross negligence or fail to comply with any of the items listed (a) to (d) above, you shall have no claim against BEA and shall be liable for all losses and damages incurred or suffered by BEA in respect of any use of the BEA Mall App by your User ID and password whether authorised by you or not.  
BEA shall not be liable for any loss or damage arising from your failure to comply with this clause.
7. You acknowledge that your User ID and password are confidential and must not be disclosed to any other person(s) under any circumstances. Any words, action or conduct whether intentional or unintentional, by you breaching that confidentiality shall render you liable to BEA for all losses and damages thereby caused. You shall take all necessary precautions to maintain the confidentiality of the User ID and password. You hereby agree and acknowledge that the use of BEA Mall App by any person whatsoever (whether authorised by you or not) with your User ID and/or password shall constitute and be deemed the use of BEA Mall App by you.
8. You acknowledge and agree that the only duty of BEA is to verify the password and BEA shall not be liable in respect of: (a) any loss or damage suffered by you or any other person as a result of any failure to effect or execute instructions through various electronic delivery channels or perform any obligation thereunder where such failure is attributed either directly or indirectly to any circumstances or events outside BEA's control; or (b) any other loss or damage whatsoever suffered by you or by any other person as a result of any instructions through various electronic delivery channels given with your User ID and/or password.
9. You acknowledge that, given the nature of the Internet, BEA cannot guarantee that any transmission of personally identifiable information under any services is completely secure. By using or accessing any services of BEA Mall App and in consideration of such access and use, you acknowledge that you are satisfied that the security features that we have adopted are adequate for all your purposes.

### **Collection of Data and Stored Information**

10. When you access BEA Mall App, your UUID (Universally Unique Identifier), app screens visited and elements interacted with will be recorded for preparation of statistics and analysis. Some other information will be gathered through the use of "cookies". Cookies are small pieces of information that are automatically stored on your web browser in your mobile telecommunication devices that can be retrieved by BEA Mall App. For details of BEA's policy on use of cookies, tags and web logs etc., please refer to the Privacy Policy Statement.

11. BEA would store information in BEA Mall App about how you use BEA Mall App. It will not be shared with another person or third-party companies. The information does not identify you personally and the information will not be used by BEA for profiling about you, but will make BEA Mall App more relevant to you. Such information include without limitation to:
  - (a) Your log on preferences
  - (b) Your in-app setting personal preferences including language and notification
12. The terms and conditions for biometric data collection is provided separately.
13. For details of practices of collection of personal data via on-line platform including BEA Mall App, please refer to the Privacy Policy Statement.
14. Data collected via BEA Mall App which does not identify you personally will not correlate with other data collected by BEA in other means/channels.

### **Hyperlinks**

15. BEA Mall App may contain hyperlinks to other sites or pages on the World Wide Web which are not maintained or controlled by BEA and for which BEA is not responsible. Hyperlinks to those internet resources are at your own risk. BEA does not investigate, verify, monitor or endorse the contents, materials, accuracy, opinions expressed, and other links provided by those resources. You acknowledge and agree that BEA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such information, contents, materials, goods or services available on or through any such sites or pages.

### **Mobile Channel**

16. In respect of the mobile channel, you acknowledge that the designated mobile telecommunication devices made accessible to the services are able to access only certain Internet addresses, that you can only view documents the formats of which are supported by our designated software and you acknowledge that any alteration, reconfiguration or similar acts done to the relevant mobile telecommunication devices (including the hardware and software contained therein) would result in the alteration of the said design and may cause the services to be disrupted and/or become inaccessible.
17. You understand and acknowledge that BEA is not the manufacturer of the relevant mobile telecommunication devices nor a wireless telecommunication service provider and BEA, in no event, be liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from (a) the use or failure to use BEA Mall App via the relevant mobile telecommunication device(s); (b) the access or failure to access the mobile channel via the relevant mobile telecommunication device(s); (c) any matters relating to any use of or the failure to use the relevant mobile telecommunication device(s) relating thereto; and (d) any damage or loss of data to your mobile telecommunication

device whether or not caused by the use of BEA Mall App.

### **System Failure**

18. Under no circumstances shall BEA be liable for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with your accessing BEA Mall App even if BEA had been advised as to the possibility.
19. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to the public nature of the Internet or otherwise. BEA shall, accordingly, in no circumstances, be liable for any failure of any services in whole or in part or for your inability to gain access in whole or in part to such services due to the delay or failure of any communication networks or any party providing such access.

### **Disclaimer**

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### **Personal Information Privacy**

21. Unless restricted by applicable law, you agree that any and all personal information/data relating to you collected by BEA from BEA Mall App from time to time may be used and disclosed for such purposes and to such persons in accordance with BEA's Personal Information Collection (Customers) Statement and the Privacy Policy Statement.

BEA's Personal Information Collection (Customers) Statement and the Privacy Policy Statement can be accessed by visiting BEA website.

### **Indemnity**

22. You hereby agree to indemnify and to keep BEA fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by BEA arising from or which is directly or indirectly related to:
- (a) Your access to and/or use of BEA Mall App, including any other person or entity who was able to access the service by using your user ID and password; or

- (b) Any breach or non-observance of any of these Terms and Conditions by you or by any other person or entity where such person or entity was able to access and/or use BEA Mall App by using your user ID and password.

### **Termination**

23. BEA has the right to terminate your access to BEA Mall App at any time, with or without cause or notice.

### **Change of Information and Amendment of Terms and Conditions**

24. BEA reserves the right in its sole and absolute discretion to change without prior warning or notice of any information or material contained on BEA Mall App. BEA reserves the right in its sole and absolute discretion at any time to amend these Terms and Conditions with appropriate notice.

### **Intellectual Property Rights**

#### **Copyright**

25. All contents of BEA Mall App including, but not limited to the text, graphics, links and sounds are the copyright of BEA and may not be copied, downloaded, distributed or published in any way without the prior written consent of BEA.

#### **Trademarks and service marks**

26. "Bank of East Asia" is registered trade mark and service mark of BEA and no permission or license is granted to use any such trade mark or service mark without the prior written consent of BEA. All other marks names and logos used in BEA Mall App (unless otherwise stated) are the intellectual property right held by companies within BEA Group or its affiliates.

#### **Licenses**

27. In relation to any information or materials which you submit to BEA using BEA Mall App, you hereby grant to BEA a worldwide royalty-free perpetual license of the copyright and intellectual property rights in such information or materials for any purpose as BEA may deem fit including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by applicable law.

#### **Confidentiality**

28. You agree that BEA shall not be under any obligation of confidentiality to you regarding any such information or materials submitted to BEA using BEA Mall App unless agreed otherwise in a separate direct contract between you and BEA or required by law.

29. You agree and acknowledge that the contents of the foregoing provisions shall not be limited to any specific provisions set out in the individual terms and conditions of particular products and services offered on or through BEA Mall App.

To borrow or not to borrow? Borrow only if you can repay!

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**Registration**

4. You are required to login to access certain services provided by BEA Mall App. You can login to BEA Mall App using the correct BEA Online (also known as Cyberbanking) username/ login no., self-selected user identity ("ID")/name and PIN.

**Password and Security**

5. You are responsible for maintaining the confidentiality of the BEA Online username/ login no., self-selected user identity ("ID")/name and PIN or the personally identifiable information (as the case may be) ("User ID and/or password") and are fully responsible for all activities that occur under such User ID and/or password. You agree to (a) immediately notify BEA of any actual or possible unauthorised use of your User ID or password or any other breach of security and shall confirm the same in writing or by other means without delay to BEA; and (b) ensure that you log out your BEA Mall App



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7. You acknowledge that your User ID and password are confidential and must not be disclosed to any other person(s) under any circumstances. Any words, action or conduct whether intentional or unintentional, by you breaching that confidentiality shall render you liable to BEA for all losses and damages thereby caused. You shall take all necessary precautions to maintain the confidentiality of the User ID and password. You hereby agree and acknowledge that the use of BEA Mall App by any person whatsoever (whether authorised by you or not) with your User ID and/or password shall constitute and be deemed the use of BEA Mall App by you.
8. You acknowledge and agree that the only duty of BEA is to verify the password and BEA shall not be liable in respect of: (a) any loss or damage suffered by you or any other person as a result of any failure to effect or execute instructions through various electronic delivery channels or perform any obligation thereunder where such failure is attributed either directly or indirectly to any circumstances or events outside BEA's control; or (b) any other loss or damage whatsoever suffered by you or by any other person as a result of any instructions through various electronic delivery channels given with your User ID and/or password.
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- (c) Your access to and/or use of BEA Mall App, including any other person or entity who was able to access the service by using your user ID and password; or
  - (d) Any breach or non-observance of any of these Terms and Conditions by you or by any other person or entity where such person or entity was able to

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29. You agree and acknowledge that the contents of the foregoing provisions shall not be limited to any specific provisions set out in the individual terms and



conditions of particular products and services offered on or through BEA Mall App.

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