

## **Terms and Conditions for using BEA Credit Card in Digital Wallet**

These Terms and Conditions for using your BEA Credit Card in Digital Wallet ("Terms and Conditions") apply when you choose to add a BEA Credit Card to a Digital Wallet (as defined below) from time to time.

When you add your BEA Credit Card to a Digital Wallet, you are agreeing to these Terms and Conditions.

### **1. Definitions**

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

- (i) "We", "us", "our" and "BEA" refer to The Bank of East Asia, Limited, the issuer of your BEA Credit Card.
- (ii) "You" and "your" refer to a cardholder of BEA Credit Card and a user of Digital Wallet who can either be a principal cardholder or a supplementary cardholder.
- (iii) "BEA Credit Card" means any credit card as issued by BEA from time to time, which includes a principal BEA credit card, a supplementary BEA credit card, a replacement BEA credit cards, and a BEA credit card that has subsequently been renewed.
- (iv) "Digital Wallet" means any application available on a smartphone or a payment supporting device as specified by us from time to time ("Eligible Device") to which an electronic format of your BEA Credit Card ("Mobile Card") is added, which allows the use of your BEA Credit Card without physically presenting the Credit Card in plastic card form.
- (v) "Mobile Contactless Transaction" refers to transaction(s) effected by the use of the BEA Credit Card by tapping or waving the Mobile Card at a merchant's contactless-enabled point of sale terminal or reader ("Contactless Payment Reader").

## **2. Your BEA Credit Card Terms Do Not Change**

The terms of the BEA Credit Cardholder Agreement (Personal Account) ("Cardholder Agreement") that govern your BEA Credit Card do not change when you add your BEA Credit Card to a Digital Wallet. These Terms and Conditions are supplement to and shall form part of the Cardholder Agreement governing the use of your BEA Credit Card and shall operate in addition to all other terms and conditions to which you are subject. Mobile Contactless Transaction simply provides another way for you to make purchases with your BEA Credit Card. Any relevant interest, fees, and charges that apply to your BEA Credit Card will also apply when you use a Digital Wallet to access your BEA Credit Card.

## **3. Adding Your BEA Credit Card to Digital Wallet**

You can add an eligible BEA Credit Card to a Digital Wallet for Mobile Contactless Transaction by following the instructions of a Digital Wallet provider. The BEA Credit Cards that can be added to a Digital Wallet are those we indicate as such from time to time. For the purpose of your enrolling a BEA Credit Card to be a Mobile Card for a Digital Wallet, we shall send you an "One Time Password" ("OTP") at the time your BEA Credit Card is being enrolled as a Mobile Card. You acknowledge that this OTP shall be sent to your mobile number registered with us. If your BEA Credit Card or underlying account is not in good standing, that BEA Credit Card will not be eligible to be added to Digital Wallet. Once you add a BEA Credit Card to a Digital Wallet, the Digital Wallet provider will allow you to use the BEA Credit Card in the Digital Wallet to carry out transactions wherever your Digital Wallet is accepted by the merchant. Your Digital Wallet may not be accepted in all situations where your BEA Credit Card is accepted.

## **4. Limitation of Our Liability**

BEA is not the Digital Wallet provider, and we are not responsible for providing the mobile contactless payment services to you. When you enrol your BEA Credit Card for use with a Digital Wallet, to facilitate your participation in the Digital Wallet, you acknowledge that certain account information related to the BEA Credit Card may be transmitted to and stored within your electronic device or on the Digital Wallet provider's platform or on the system of a third party working with the Digital Wallet provider for purposes of the Digital Wallet ("Stored Information"). You acknowledge and agree that for the use of the

Mobile Card with the Digital Wallet, the Digital Wallet provider and/or the third party working with the Digital Wallet provider may use and/or disclose the Stored Information.

You should contact the Digital Wallet provider for all technical assistance on the Digital Wallet (including but not limited to the types of electronic devices which support that Digital Wallet). We are not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or non-performance of the Digital Wallet or of any other third parties regarding any agreement you enter into with the Digital Wallet providers or associated third-party relationships that may impact your use of the Mobile Card for Mobile Contactless Transaction.

#### **5. Use of Mobile Card and Charges**

You acknowledge and accept that your Mobile Card may be utilised to carry out Mobile Contactless Transaction at a merchant's contactless payment reader. We reserve the right to set and vary any limit on a Mobile Contactless Transaction (including per transaction or daily or other limit) from time to time. Without prejudice to the foregoing, you acknowledge and accept the risk of which an unauthorised Mobile Contactless Transaction may be carried out.

BEA currently does not charge you any fees for adding your BEA Credit Card to a Digital Wallet or using your Mobile Card for Mobile Contactless Transaction. However, BEA reserves the right to charge your fees upon prior written notice. A Digital 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 Card(s) in Digital Wallet (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. Contacting You Electronically and by Email**

You consent to receive electronic communications and disclosures from us in connection with the use of your Mobile Card for Mobile Contactless Transaction. You agree that we can contact you by email at any email address you provide to us in connection with any BEA Credit Card account. This may include contact

from companies working on our behalf to service your BEA Credit Card accounts. You agree to update your contact information with us whenever it changes.

## **7. Removing, Suspension And Termination of Use of Mobile Card**

You should contact the Digital Wallet provider on how to remove a Mobile Card from a Digital Wallet. We can also block purchases by a Mobile Card in a Digital Wallet at any time. We may at any time suspend, withdraw, cancel or terminate your use of your Mobile Card (with or without exercising the same action on your BEA Credit Card in plastic card form) with a Digital 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 Card without giving any notice:

- a. upon any breach of these Terms and Conditions or any terms and conditions of the Cardholder Agreement;
- b. upon suspicion of fraudulent activity; and/or
- c. upon termination of the BEA Credit Card and BEA Credit Card account.

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

## **8. 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. Disputes arising out of or relating to these Terms and Conditions will be subject to any dispute resolution procedures under the Cardholder Agreement.

## **9. 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 law or the Code of Banking Practice. You cannot change these Terms and Conditions, but you can terminate them at any time by removing all your Mobile Cards from Digital 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.

## **10. Privacy and Security**

### *What BEA Collects*

When we enroll your BEA Credit Card in a Digital Wallet, we collect certain information from the Digital Wallet provider to verify your identity, which enables you to use your Mobile Card and facilitates your participation in Mobile Contactless Transaction(s). You authorise BEA to collect, use and share your information in accordance with the applicable BEA Privacy Policy Statement as it may be amended from time to time, and which is available at <http://www.hkbea.com/pdf/en/hkbea-privacy-policy.pdf>. To facilitate your participation, please also note that we will make certain account information relating to each eligible BEA Credit Card you have selected to use for mobile contactless payment available for display, including your most recent transaction data, but not your full eligible BEA Credit Card account number. You may decline to have the transaction data made available for display and still use mobile contactless payment, but you must turn off this feature manually with the Digital Wallet through the Digital 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 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 BEA Credit Card account activity. If you do not wish to receive notifications, you may

turn off these notifications through the device settings on your Eligible Device, or by turning off the issuer notifications setting.

#### What Others Collect

As mentioned above, BEA is not responsible for the Digital Wallet or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Digital Wallet providers through Digital Wallet, or that is collected or accessed by Digital Wallet providers in the course of your use of a Mobile Card for mobile contactless payment, is subject to third party agreements and is not governed by our Privacy Policy Statement or these Terms and Conditions.

#### **11. Lost, Stolen or Unauthorized Use of Your Eligible Device**

Call the customer services hotline to notify us immediately if you believe your Eligible Device or your credentials have been lost or stolen, or that someone has used or may use your Eligible Device or your credentials without your authorisation. Also change your credentials immediately to avoid any unauthorised use of your Mobile Card or personal information. If you get a new Eligible Device, please be sure to delete all your Mobile Cards and other personal information from your previously Eligible Device.

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

Digital Wallets and your Eligible Devices may contemplate certain security features and procedures to protect against unauthorised use of any of your Mobile Card(s) in the Digital Wallets. These features and procedures are the sole responsibility of the Digital Wallet provider(s). You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards added to a Digital Wallet.

#### **12. Notices**

We can provide notices to you concerning these Terms and Conditions and your use of a Mobile Card for Mobile Contactless Transaction by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.

**13. 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.

Issued by The Bank of East Asia, Limited 東亞銀行有限公司