

Terms and Conditions of One-Time Password Online Transaction Authentication Service (“Service”)

This Service is only available to the Visa and MasterCard Credit Card(s) (“Card”) issued by The Bank of East Asia, Limited (the “Bank”). In addition to these Terms and Conditions, the Service is also subject to the BEA Credit Cardholder Agreement governing the card transactions for which the Service is used.

1. Acceptance of these Terms and Conditions

- (a) The use of this Service by the Cardholder (“you”) is subject to the terms and conditions herein as may be amended by the Bank from time to time (these “Terms and Conditions”). You may refer to the website of the Bank at www.hkbea.com or contact staff members of the Bank for the most current version of these Terms and Conditions.
- (b) By using this Service, you shall be deemed to have understood and accepted these Terms and Conditions and you shall be bound by them.
- (c) The Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice where the Bank considers necessary or advisable to do so.

2. Description of the Service

The Service is to protect the use of the Card by you on the Internet by requiring you to authenticate your identity using a one-time password (“OTP”), which shall be transmitted through the short message service (“SMS”) by the Bank to your mobile number registered under your Card account, for transactions that require such OTP for authentication purpose. You will be required to input the OTP (wherever and whenever applicable that you shall be informed and requested to do so) when you use your Card to conduct transactions at the websites of any merchants participating in the Service (“Designated Merchants”).

3. Accuracy of Information

You must ensure that all information (including but not limited to mobile phone number) provided to the Bank is true, current, complete and accurate and agree to update such information as necessary. If you fail to provide the Bank with or update any required information, the Bank may not be able to provide the Service and this may result in your inability to use the Card for online and/or other transactions which require authentication through the Service.

4. Authentication

- (a) Through the use of the Service, you authorize the Bank to authenticate your identity and the Card through the Service, to use the Card to make payments for the transactions concerned and debit the Card account accordingly.
- (b) When conducting online transactions or other transactions for which the Service is used, each time you are required to input the OTP sent to you via SMS before the Designated Merchant will accept your Card for payment of the transaction. If you cannot provide the OTP or if authentication through the Service fails, the Designated Merchant may not accept your Card for payment of the relevant transaction. The Bank shall not, in any circumstances, be liable for any loss or damages arising out of or in connection with a Designated Merchant’s refusal to accept the Card for payment.
- (c) You acknowledge that the mobile service provider may not allow you to receive the OTP via SMS if you are abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the OTP. The Bank shall not be liable for any such charges levied by the service provider or any other party.
- (d) Delivery of the OTP via SMS may be subject to delayed transmission due to the traffic over the network of your mobile service provider. The Bank shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.

5. Cardholder’s Security Duties

- (a) You accept full responsibility for the security in using of the Service and the OTP and agrees to act prudently and in good faith when using the Service, including by taking the measures listed below to safeguard the security of the Service and the OTP:
 - i. You must not disclose to any other person or otherwise permit or enable any other person to obtain any OTP; and
 - ii. if there is any actual or suspected misuse of the OTP and/or the device used for receiving OTP, you must notify the Bank as soon as reasonably practicable, and written confirmation of any such notification must also be provided to the Bank together with detailed information of the misuse.
- (b) You must follow the Bank’s security recommendations and any other notices relating to the Service which may be issued from time to time.

6. Cardholder's Liabilities and Obligations

- (a) You shall be liable for all transactions conducted through your Card using the Service (including use of the Service by any other person with the OTP), the amounts of which will be charged to your Card account and shown in your Card account statements. You shall indemnify the Bank on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which the Bank may suffer or incur as a result of your use of the Service (including use of the Service by any other person using the OTP). You shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Service if you have acted negligently, dishonestly and/or fraudulently.
- (b) Should you fail to comply with any of the requirements in Clause 5 of these Terms and Conditions, you shall bear all losses or damages howsoever arising therefrom.
- (c) Provided that you have at all times complied with Clause 5 of these Terms and Conditions, not breached any other provision of these Terms and Conditions and not acted negligently, dishonestly or fraudulently, you shall not be liable for any unauthorised transaction due to:
- i. a computer crime that is not prevented by the security system of the Service;
 - ii. a human or system error caused by or which is under the Bank's control (except where the Bank has already taken steps to alert you of such error); or
 - iii. fraud or negligence on the Bank's part or on the part of the Bank's staff or agents.

7. Disclaimer of Warranties and Limitation of the Bank's Liability

- (a) Under no circumstances shall the Bank be liable for any loss or damages whatsoever arising out of or in connection with:
- i. your use of or access to (or inability to use or access) the Service; or
 - ii. any failure, error, omission, interruption, defect or delay in transmission of any data relating to the Service, unless it is caused solely by the negligence or willful default on the Bank's part or on the part of the Bank's staff or agents.
- (b) The Bank shall not be liable to you and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of the Service, whether within or outside the Bank's control.

8. Suspension and Termination

The Bank reserves the right to suspend or terminate the Service or its use temporarily or permanently at any time, without prior notice, for any reason where the Bank considers necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when the Bank has reasonable grounds to suspect that the information you provided is untrue, not current, incomplete or inaccurate. Any online or other transactions conducted using the Service prior to its termination or suspension will remain valid and you will continue to be bound by their liabilities and obligations under these Terms and Conditions in respect of such transaction.

9. General

The Bank reserves the right to amend or alter any of these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of the Bank shall be final and conclusive.

10. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and each relevant party shall be subject to the non-exclusive jurisdiction of the courts of such place.