

## Terms and Conditions for UnionPay Quick Response Code ("QR Code") Payment Service

In consideration of The Bank of East Asia, Limited 東亞銀行有限公司 ("BEA" or the "Bank") agreeing to provide UnionPay QR Code Payment Service (the "**Service**") through different electronic delivery channels including but not limited to the BEA Mobile (also known as BEA App) as announced by BEA at its sole and absolute discretion from time to time. The Customer hereby agrees that by using the Service, the following terms and conditions (as amended from time to time by the Bank) (the "**Terms**"), together with the BEA Online Terms and Conditions, shall be binding on the Customer. In the event of any conflict between the Terms and the BEA Online Terms and Condition, the Terms shall apply and prevail.

Before the Customer registers or uses the Service, the Customer should read the Terms carefully and ensure that the Customer understands the Terms in full. By registering or using the Service, the Customer shall be deemed to have accepted the Terms and agree to be bound by them.

### 1. UnionPay QR Code Payment Service

- 1.1. The Customer shall be eligible to use the Service, if he/she;
  - (a) is the holder of a eligible BEA UnionPay ATM Card (the "**Card**") issued by the Bank and such Card is currently linked to the BEA Online (also known as Cyberbanking);
  - (b) holds the primary deposit account (the "**Default Account**") linked with the Card which is solely held by the Customer with the Bank;
  - (c) is a BEA Online user;
  - (d) has provided a valid mobile phone number and email address with the Bank;
  - (e) follow the registration and authentication procedures of the Service as prescribed by the Bank from time to time; and
  - (f) installed and logged in to BEA Mobile.
- 1.2. The Service allows the Customer to make payments through the network operated by UnionPay International Company Limited ("**UnionPay**"), either by;
  - (a) Customer-presented mode : generating the QR Code via BEA Mobile with the Customer's designated mobile device (the "**Device**") and presenting the QR Code to the relevant merchants that accept the Service. Each QR Code generated at the request of a Customer can be used only for one transaction; or
  - (b) Merchant presented mode : scanning via BEA Mobile with the Device the QR Code which is generated or provided by the relevant merchants that accept the Service.
- 1.3. By registering the Service, all eligible BEA UnionPay ATM Card currently and subsequently linked to the BEA Online are allowed to be selected as debiting source for the Customer to make payments.
- 1.4. The Customer must adhere and follow the payment process and authentication procedures as prescribed by the Bank from time to time in order to complete the payment. The payment amount will be debited from the Default Account.
- 1.5. The Bank may impose such fees and charges for the use of the Service at such rate as specified in any schedule of fees and charges published by the Bank from time to time, provided that the Bank may vary the amount of fees and charges or their basis of calculation upon prior written notice. Such schedule of fees and charges shall be make available to the Customer upon request.
- 1.6. The exchange rate for the transactions in foreign currency shall be determined by UnionPay. The rate used for the conversion may be different from the rate in effect on the date of the

transaction due to market fluctuation. The exchange rate will be shown to the Customer upon the completion of transactions.

- 1.7. Using of the Service are subject to the respective daily transaction limit of each eligible BEA UnionPay ATM Card or (if applicable) the lower of specific transaction limit for the Service, and the available balance of the Default Account, as prescribed by BEA from time to time without prior notice.

## **2. Restriction of liabilities for the Bank**

- 2.1. The Bank has the right to refuse to accept any card for the Service at any time without giving any reason or explanation
- 2.2. The Bank reserves the right not to execute the payment, in compliance with any applicable legal and regulatory requirements or as the Bank considers appropriate.
- 2.3. The relevant merchants may accept or reject any means of payment for its goods and services. The Bank is not liable to rejection of accepting the Service by the merchants or the network provider.
- 2.4. The Bank is not liable to any loss, damage, cost, claim or demand of any kind or nature arising from or in connection with any usage of the Service without due care.
- 2.5. The QR Code payment standard or any restriction are setup and provided by UnionPay and the Bank provides the Service to the Customer on an “as is” and “as available” basis.
- 2.6. The Customer is solely responsible for the accuracy and completeness of information provided when making any transactions. If the Customer is in doubt as to the reliability, accuracy and/or completeness of a Merchant’s details or the transaction amount, the customer is solely responsible for verifying the reliability, accuracy and/or completeness of such information with the relevant Merchant. The Bank shall not be obliged to validate the reliability, accuracy and/or completeness of the Merchant’s details or the transaction amount.
- 2.7. The Bank is not liable for any loss, damage, cost, claim or demand of any kind or nature arising from or in connection with any untrue, inaccurate or incomplete information relating to any payment.

## **3. Major responsibilities of the Customer**

The Customer must use the Service in a fully responsible manner and the Bank is not liable for any loss, damage, cost, claim or demand of any kind or nature arising from or in connection with the provision of the Service. In particular, the Customer has to comply with the obligations, including but not limit to the followings:

- 3.1. Providing true, accurate and complete information relating to any payment;
- 3.2. Assuming sole and full responsibility for the QR Code generated by the Device and keeping the QR Code generated by the Device safe;
- 3.3. Only to display and show the QR Code generated to the authorized persons at relevant merchants (Customer-presented mode) or scanning the QR Code generated or provided by

the relevant merchants carefully (Merchant presented mode); and verifying the transaction, including transaction amount and payment details with the relevant merchants that relevant details are true, accurate and complete before the payment initiation;

- 3.4. Ensuring, from time to time, the capability of the Device to generate QR Code for the use the Service;
- 3.5. Installing the latest BEA Mobile for registration and use of the Service; and
- 3.6. Acknowledging the QR Code payment technology standard are set up and provided by UnionPay and the Bank provides the Service to the Customer on an “as is” and “as available” basis.

#### **4. Collection of transaction information**

The Customer agrees that the Bank may collect, use, process, retain or transfer any of the payment information for the purposes include without limitation one or more of the following:

- (a) providing the Service to the Customer, maintaining and operating the Service;
- (b) processing and executing the Customer's payment instructions in relation to the Service;
- (c) disclosing or transferring the payment information to merchant and UnionPay for their use for the purpose of the operation of the Service;
- (d) meeting the requirements to make disclosure under any legal or regulatory requirements; and
- (e) other purposes relating to any of the above

#### **5. Suspension and Termination of the Service**

The granting of the Service shall be at sole and absolute discretion of the Bank and the Bank may cancel or suspend the Service or any part thereof at any time without prior notice. The Customer are liable to all transactions by using the Service up to suspension and termination.

#### **6. Liability**

Unless due to the negligence or willful default of the Bank, the Bank shall under no circumstances be liable for:

- (a) any failure of the Customer to gain access in whole or in part to the Service, or to retrieve information of the payment instructions under the Service;
- (b) any inaccuracy, incompleteness or error in any information of the payment initiated by the Customer in connection with the Service;
- (c) any failure by the Customer to update mobile phone number(s), email address, and/other information and details under the Service;
- (d) any delays in the effectiveness of the payment;
- (e) delivery or availability of; or failure to deliver or make available, any part of the Service;
- (f) dispatch or delivery of, or failure to dispatch or delivery of, any notice or information provided or requested via the Service;
- (g) any claim, damage, loss, liability, debt or obligation for any error, delay, failure and any consequence arising from or in connection with the payment by generating QR Code or scanning QR Code provided by any third party or parties; and
- (h) any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice offered or provided by any other third party or parties.

The Customer shall indemnify and keep the Bank fully indemnified from and against all actions,

proceedings, losses, damages, claims, demands, costs and expenses (including legal fees) or liabilities of whatever nature which the Bank may suffer, incur, or sustain whether actual or contingent by reason or arising out of the use of the Service by the Customer provided that such indemnity shall not extend to any consequence arising solely from the negligence or willful default of the Bank.

## **7. Amendment**

The Bank may revise any provisions contained in the Terms and/or introduce additional provisions to the Terms at any time and from time to time at the Bank's sole and absolute discretion. Such provisions, any revisions and/or additions thereto shall become effective and shall be deemed to have been accepted by, and binding on the Customer if the Customer continues to use the Service.

## **8. Third Parties Rights**

No person other than the Customer and the Bank 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 the Terms.

## **9. Governing Law and Jurisdiction**

The Terms 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 ("**Hong Kong**") and BEA's by-laws, regulations and practices. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims arising out of the above and in connection with the Service.

## **10. Governing Version**

The Chinese version of the Terms is for reference only. If there is any conflict and/or inconsistency between the English and the Chinese versions, the English version shall prevail.