

BEA Credit Cardholder Agreement (Personal Account)

Effective date: 1st July, 2023

IMPORTANT: Before you activate or use your credit card issued by The Bank of East Asia, Limited ("BEA"), please read the terms and conditions contained in this Cardholder Agreement (the "Agreement") carefully and ensure that you understand them in full. By activating or using your Card, you shall be deemed to have accepted these terms and conditions and you shall be bound by them. The terms and conditions set out in this Agreement shall also be binding on supplementary Cardholder(s).

Definitions

Unless otherwise stated, the following expressions have the following meanings in this Agreement:

- (i) "We", "us" and "our" refer to The Bank of East Asia, Limited.
- (ii) "You", "your", "he", "his", "Cardholder" and "principal Cardholder" refer to the person named on the Card Account and to whom a Card has been issued. Unless otherwise stated, "you", "your", "he", "his" and "Cardholder" also refer to any supplementary Cardholder to whom we have issued a card (with principal Cardholder's authorisation) under the Card Account. Words denoting any gender include all genders and any reference to the neuter gender shall include a reference to the masculine and feminine genders.
- (iii) "Card" means any physical or any form of credit card issued to you by BEA. It includes a principal Card as well as any supplementary Cards, replacement Cards, and Cards that have subsequently been renewed.
- (iv) "Card Account" means an account that we have opened and are maintaining in your name under the terms of this Agreement. Unless otherwise specified, for Dual Currency Credit Card, the Card Account also refers to the HKD Account and RMB Account.
- (v) "HKD Account" means a Dual Currency Credit Card Hong Kong dollar account.
- (vi) "RMB Account" means a Dual Currency Credit Card Renminbi account.
- (vii) "Statement" means the Statement of account that we send to you. This shows the charges and other financial liabilities relating to the Card Account that principal Cardholder or any supplementary Cardholder owes to us, as well as any other information that we regard as relevant.
- (viii) "Schedule of Fees & Charges" refers to the Schedule of Fees & Charges on BEA Credit Card Services. We will publish and send you details about this schedule from time to time, and it forms part of this Agreement.
- (ix) "ATM" means any automatic teller machine in the JETCO, PLUS, CIRRUS and/or UnionPay networks, as well as any other network that we designate.
- (x) "PRC" means the People's Republic of China.
- (xi) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- (xii) "Mainland China" means any part of the PRC excluding Hong Kong, Macau and Taiwan.
- (xiii) "HKD" means Hong Kong dollars, the lawful currency of Hong Kong.
- (xiv) "RMB" and "CNY" mean Renminbi, the lawful currency of the PRC.
- (xv) "Mobile Contactless Transaction" refers to the contactless transaction(s) effected by the use of the Card and a smartphone.
- (xvi) "Authentication Credential" refers to the authentication identification such as passcode or biometric identification (such as fingerprint, face, iris, voice or such other identification method as accepted by us from time to time) that you set as a security code for the mobile application or for the smartphone that you may need to use in order to conduct mobile contactless payment service from time to time.

1. Use of the Card

- 1.1 The Card remains our property at all times. You must return the Card to us or our authorised agent immediately if we ask you to do so.
- 1.2 You must activate the Card as soon as you receive it. By activating and/or using the Card, you confirm that you have agreed to be bound by this Agreement.
- 1.3 You agree to sign a sales draft with the signature that appears on the Card whenever you use the Card. Failure to do so will not absolve you from any liability concerning your use of the Card. You must apply to us in advance and in writing if you wish to use a different signature.
- 1.4 All transactions attributable to the Card will be posted on your Card Account.
- 1.5 The Card is not transferable, and only you may use it. You must safeguard the Card and not to pledge it as security for any purpose or allow any other person to use it at any time.
- 1.6 Liability of principal and supplementary Cards
 - 1.6.1 You agree to accept full responsibility and to indemnify us in full for your use of the Card, regardless of whether such use is within or outside the credit limit. You also accept responsibility for all related costs, charges and fees.
 - 1.6.2 We may, at our discretion, issue supplementary Card(s) to any person that the principal Cardholder nominates as supplementary Cardholder(s).
 - 1.6.3 You agree to accept responsibility and liability for your Card and any supplementary Card(s) that are issued unless and until such supplementary Card(s) is/are terminated and returned to us in accordance with Clause 5 of this Agreement.
 - 1.6.4 Each supplementary Cardholder shall only be responsible and liable for the use of his own Card, as well as his own liabilities and the amounts he owes us. He will not be liable for any liabilities or amounts that the principal Cardholder or other supplementary Cardholder(s) owe(s) us.
- 1.7 Purchase of Goods and Services
 - 1.7.1 You may use your Card to obtain goods or services at the outlets of any contracted card associations (e.g. Visa, Mastercard, JCB, UnionPay etc.) merchant, subject to the credit limit set by us.
 - 1.7.2 We shall not be responsible if any merchant does not honour the Card for any reason whatsoever. Nor shall we be liable or responsible in any way for goods or services supplied to you by a merchant. Any complaint that you may have against the merchant must be resolved by you and the merchant concerned, and the existence of any claim or dispute between two of you shall not relieve your obligation to settle any sum outstanding to us.
 - 1.7.3 Any request you made to any merchant – via mail, fax, electronic means or telephone – for the supply of goods or services to be charged to the relevant Card Account shall constitute authority for the merchant to issue a sales draft for the amount to be charged. If this sales draft is endorsed "Mail Order", "Fax Order", "Electronic Means Order" or "Telephone Order" according to the circumstances, it shall be deemed as having been duly signed by you.
 - 1.7.4 If you use the Card to make auto-payments and it becomes lost, stolen or terminated, you must promptly notify the merchant(s) concerned in order to change or terminate these auto-payment arrangements. Otherwise, you shall be responsible and liable for the full amount of any charges, losses, damages or expenses incurred.
- 1.8 (Only applicable to the Dual Currency Credit Card) Card transactions in HKD will be posted to your HKD Account. Card transactions in any currency other than HKD or RMB will be converted into HKD at the exchange rate determined by contracted card associations on the day when the transaction is processed and posted to your HKD Account. The exchange rate for Card transactions will be determined by contracted card associations on the date when the transaction is processed. This may be different from the Card transaction date, and it may therefore be subject to market fluctuations.
- 1.9 (Only applicable to the Dual Currency Credit Card) Due to the settlement arrangement, some of your Card transactions in RMB may be posted to your HKD Account, if the merchants or financial institutions concerned process such transactions in HKD. This includes but is not limited to charges you incur by RMB cash advances via JETCO ATMs. Apart from the aforesaid circumstances, all the charges denominated in RMB that you incur in all your Card transactions will be posted to your RMB Account.
- 1.10 Use of PIN, ATM and Other Facilities
 - 1.10.1 You are required to set up a Phone Personal Identification Number ("Phone PIN") at the time you activate your Card. You can use the Phone PIN to operate your Card Account via the customer services hotline or other related hotlines.
 - 1.10.2 After your physical Card is successfully activated, we will also issue an ATM Personal Identification Number ("ATM PIN") according to your instruction. You can use this PIN to operate your Card Account via ATMs of designated networks.
 - 1.10.3 You will be allowed to conduct electronic transactions at ATMs of designated networks or Point of Sale terminals.
 - 1.10.4 The use of ATM facilities and Cyberbanking is subject to the respective terms and conditions of these services. Copies of these terms and conditions are available upon request.
 - 1.10.5 At no time and under no circumstances should you disclose your Phone PIN or ATM PIN (collectively referred to as the "PINs") to any other person. You must immediately inform us if any other person knows or is suspected to know your PINs.
 - 1.10.6 You are required to setup or key in the Authentication Credential in order to conduct Mobile Contactless Transaction. You agree and accept that the use of the Authentication Credential is important security measure and you shall not permit any other person to use the Authentication Credential and you will at all times safeguard the Authentication Credential under your control. You must immediately inform us if any other person knows or is suspected to know the Authentication Credential.

- 1.10.7 You agree to accept full and sole responsibility for all consequences, losses, and liabilities incurred because the PINs or Authentication Credential have become known to another person for whatever reason, and you agree to indemnify us for any loss or damage incurred.
- 1.11 (Only applicable to the Dual Currency Credit Card) You must observe all the applicable laws and regulations in Mainland China in relation to any transaction that you conduct using your Card there.
- 1.12 Credit Limit
- 1.12.1 The Card Account's credit limit that we notify you of is the total credit limit we have granted to you. We reserve the right to adjust this credit limit under the terms of this Agreement at any time by giving you appropriate notice.
- 1.12.2 We may permit transactions to be effected in excess of the credit limit without prior notice to you. Any amount incurred in excess of the credit limit shall become immediately due and payable and the over credit limit fee specified in the Schedule of Fees & Charges will be levied. You may contact us to opt out of the over credit limit facility.
- 1.13 Liability for transactions
Subject to the provision of Clause 6, you agree to accept full responsibility for any transaction you make using the Card, regardless of whether or not you have authorised the amount shown and this applies to:-
- (a) any transaction that involves a duly completed sales draft, transaction record, credit voucher, cash disbursement draft, and/or other charge record bearing the imprint or another form of reproduction of the information embossed on the Card;
- (b) our record of cash advances; and
- (c) any sales draft relating to any order for goods and/or services placed over the telephone, or by any other method of purchase in which the Card was not presented but the Card number and other required information were provided.
- 1.14 Compliance with Sanctions and other Requirements
We may, at any time and from time to time without prior notice, restrict usage of the Card in certain countries/territories or with certain individuals or entities according to our internal guidelines or policies or applicable sanctions laws and regulations and this may lead to the delay, blocking or refusing the making or clearing of any payment or the processing of your instructions. We shall not be liable for any loss or damage that you or any third party may incur or suffer directly or indirectly because of our aforesaid actions.

2. Card Statement

- 2.1 A Statement will normally be issued monthly. However, we are not obliged to issue a Statement in situations including but not limited to the following circumstances:
- (a) For all Cards (excluding Dual Currency Credit Card):
(i) there is no transaction since the last Statement date; and
(ii) the outstanding balance of the Card Account is less than HK\$10 or the Card Account has a credit balance.
- (b) For Dual Currency Credit Card only:
(i) there is no transaction since the last Statement date; and
(ii) the outstanding balance of the HKD Account is less than HK\$10 or the HKD Account has a credit balance and the outstanding balance of the RMB Account is less than CNY10 or the RMB Account has a credit balance.
- Subject to Clause 2.3, records of transactions shown on the Statement are conclusive and binding on you for all purposes. You must settle the amount outstanding on the Card Account including any outstanding interest, fees and charges due to us in accordance with our payment requirements.
- 2.2 If we have informed you and you have accepted that we are not required to provide paper Statements, we will only provide paper Statement to you on request and you shall be liable for the service charge specified in the Schedule of Fees & Charges for each additional Statement copy.
- 2.3 2.3.1 You agree to notify us about any unauthorised transactions shown on the Statement within 60 days from the Statement date. If you fail to do so, the Statement shall be regarded as conclusive.
- 2.3.2 You agree to follow our instructions and cooperate fully with us and any appropriate authorities during subsequent investigations into the unauthorised transaction(s) involving the Card.

3. Charges and Payment

- 3.1 You agree to settle payments and any applicable service charges in accordance with our requirements. These are as follows:
- 3.1.1 Full Payment or Minimum Payment Due
(a) the unpaid balance, from the date of the previous statement on a daily basis until payment in full; and
(b) We will, at our sole discretion, determine a minimum payment due, which will be specified on the Statement and in the Schedule of Fees & Charges.
(c) There will be no finance charge if we receive the full payment shown on the Statement on or before the payment due date, except for cash advances.
(d) If the payment due date falls on a Saturday, Sunday or public holiday, we will reschedule it to on the working day immediately before the original payment due date.
(e) If the Statement balance exceeds your credit limit, the minimum payment due will include the full amount by which your credit limit has been exceeded. However, we still reserve the right to demand immediate payment of the Statement balance in full from you at any time.
- 3.1.2 Finance Charges for Retail Purchases
If we do not receive the full amount of the Statement balance on or before the payment due date, we will levy a finance charge in accordance with the rate specified in the Schedule of Fees & Charges on:
(a) the unpaid balance, from the date of the previous statement on a daily basis until payment in full; and
(b) the amount of each new transaction being posted after the Statement date, from the transaction date of such new transaction until payment in full. The finance charge will accrue and will be calculated on a daily basis.
- 3.1.3 Finance Charge and Handling Fee for Cash Advances
(a) You may use your Card to obtain cash advances of the amounts that we decide to be acceptable from time to time and at our absolute discretion.
(b) You may obtain cash advances from:-
(i) selected BEA branches and other financial institutions by presenting the Card together with satisfactory evidence of your identity and by signing the necessary transaction record;
(ii) Channels provided or designated by us (including but not limited to ATMs).
(c) Cash advances are subject to a finance charge calculated by us on a daily basis in accordance with the cash advance annual rate, plus a handling fee. Both of these are specified in the Schedule of Fees & Charges.
(d) The finance charge will be calculated from the date when the cash is drawn until you settle the entire outstanding cash advance balance including the finance charge that has accrued between the Statement date and the date when your payment has been settled.
- 3.1.4 Late Charge
We will impose a late charge if we do not receive the minimum payment due specified on the Statement on or before the payment due date. The amount of this charge will be in accordance with the Schedule of Fees & Charges.
- 3.1.5 Default Finance Charge
(a) If we do not receive the minimum payment due specified on the Statement on or before the payment due date for 2 consecutive months, we will impose a default finance charge instead of the finance charge for the next Statement period. The rate for this charge will be in accordance with our Schedule of Fees & Charges.
(b) The default finance charge will accrue and be calculated on a daily basis. It will continue to be applied until you have paid the outstanding minimum payment due on or before the payment due date shown on any subsequent Statement. After you have done so, the finance charge will be applied again to any balance that remains outstanding, with effect from the next Statement.
- 3.1.6 Over Credit Limit Fee
We will charge the over credit limit fee specified in the Schedule of Fees & Charges if your current balance exceeds the credit limit of your Card Account.
- 3.1.7 Annual Fee and Replacement Card Fee
(a) You agree to pay an annual fee for the principal Card and any supplementary Cards issued.
(b) You will also be charged a replacement card fee or any fee for issuance of the Card if any Card needs to be replaced before it is due for renewal. All these fees are non-refundable, and are specified in the Schedule of Fees & Charges.
- 3.1.8 Returned Cheque Fee and Autopay Reject Fee
We will levy a service charge in respect of each returned cheque that is paid or deposited into the Card Account, as well as any auto payment that is rejected. The amount of these fees is specified in the Schedule of Fees & Charges.

- 3.1.9 Charge for Over-The-Counter Payment (not applicable to the Dual Currency Credit Card)
The charge for an over-the-counter payment specified in the Schedule of Fees & Charges will be levied if you settle a payment for your Card Account over the counter at a BEA branch (including payment in cash or by cheque).
- 3.1.10 Chargeback Handling Fee
The chargeback handling fee specified in the Schedule of Fees & Charges will be levied if it is finally proved that you are liable for a disputed transaction.
- 3.1.11 Credit Balance Refund Handling Fee
The handling fee specified in the Schedule of Fees & Charges will be charged for the refund of a credit balance of your Card Account.
- 3.1.12 Courier Service Fees
The courier service fee specified in the Schedule of Fees & Charges will be charged if you ask to collect a Card overseas via a courier service.
- 3.1.13 Additional Copy of Sales Draft and Statement
The service charges specified in the Schedule of Fees & Charges will be levied for supplying copies of sales drafts or any other voucher or Statement, or for any other related service that you request.
- 3.1.14 Foreign Currency Transaction Fee
(a) Any foreign currency transaction will be converted into HKD at the card associations' (e.g. Visa, Mastercard, JCB, UnionPay etc.) exchange rate. The exchange rate is determined on the date when the transaction is processed by the card associations (e.g. Visa, Mastercard, JCB, UnionPay etc.), which may be different from the transaction date, and it will therefore be subject to market fluctuations.
(b) A service fee specified in the Schedule of Fees & Charges will also be levied by us on the date that the transaction is processed.
- 3.1.15 Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars
(a) Cardholders may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, Cardholders are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.
(b) We will charge a markup on the foreign currency transactions in Hong Kong dollars. For the markup detail, please refer to "Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong".
- 3.1.16 Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong
A service fee specified in the Schedule of Fees & Charges will also be levied by us on the date that the transaction is processed.
- 3.1.17 Bill Settlement Handling Fee
The bill settlement handling fee specified in the Schedule of Fees & Charges will be levied for the settlement of bills under the Banking & Credit Card Services, Credit/Financial Services, and Securities Trading categories.
- 3.1.18 Issuance of Confirmation Letter
The service charge specified in the Schedule of Fees & Charges will be levied for issuing confirmation letter related to the credit card account.
- 3.2 By using the Card, you agree to pay the charges and handling fees specified in the Schedule of Fees & Charges for any service associated with it. We may review and change such fees, charges and payment details at our sole discretion, and announce any changes to them at any time and in any manner we deem fit.
- 3.3 We will apply any payment that we receive from you to settle the Statement balance in the following order:
(a) finance charges and other fees and charges; then
(b) outstanding instalment balance; then
(c) the parts of the remaining portion of the Statement balance in descending order according to the applicable interest rate.
We reserve the right to vary the above order for appropriation of any payment received by us to or towards repayment of any indebtedness due to us at our sole and absolute discretion.
- 3.4 (a) For all Cards (excluding Dual Currency Credit Card):
You agree to make all payments to us in HKD. Payments shall not be regarded as having been made until we have received the relevant funds. If we decide to accept a payment in another currency, it will not be credited to the Card Account until we have converted the funds into HKD at our usual rate.
(b) Only for Dual Currency Credit Card: You agree to make payments for your HKD Account and RMB Account in HKD and RMB respectively. Payments shall not be regarded as having been made until we have received the relevant funds. If we decide to accept a payment for a HKD Account or RMB Account in another currency, it will not be credited to the Card Account until we have converted the funds into HKD or RMB respectively at our usual rate. We will not automatically credit the amount of any excess payment that you make towards settling your HKD Account to settle the outstanding balance of your RMB Account, or vice versa.
- 3.5 (Only applicable to the Dual Currency Credit Card) We reserve the right to refuse the payment of any sum of money into your HKD Account and/or RMB Account that exceeds the current balance of such account(s). We may (but are not obliged to) apply any excess funds in your HKD Account and/or RMB Account towards repayment of any outstanding balance of your Card Account.
- 3.6 Right of Set-off
3.6.1 In addition to any general right of set-off or other rights provided to us by law or other agreement, we may at any time and without prior notice combine or consolidate the outstanding balance on your Card Account with any other accounts that you maintain with us, which applies to any deposit, loan accounts or any other types of account, regardless of whether such account(s) is/are located in Hong Kong or elsewhere, regardless of whether subject to notice or not and includes any deposit(s) made by you. We may set-off or transfer any credit balance of the aforesaid accounts for the purpose of discharging your liability to us under this Agreement.
3.6.2 However, in the case of a supplementary Cardholder, we will only set-off the debit balance for the use of his own Card and the liabilities and amounts owed to us against the credit balance in his other accounts. This will exclude any liabilities and amounts owed to us by either the principal Cardholder or other supplementary Cardholder(s).
- 3.7 Card Credit Balance
3.7.1 We reserve the right, and without prior notice to you, to debit from your Card Account the whole credit balance or any part thereof held in your Card Account according to our records.
3.7.2 We have the absolute discretion to determine whether the credit amount so debited from your Card Account ("the Amount") will be (i) transferred to any of the deposit accounts of the principal Cardholder or supplementary Cardholder maintained with us or (ii) paid by cashier's order drawn in favor of the principal Cardholder or the supplementary Cardholder.
3.7.3 You hereby authorise us to (i) transfer the Amount to any of the deposit accounts of the principal Cardholder and/or the supplementary Cardholder maintained with us; or (ii) pay the Amount by cashier's order(s) drawn in favor of the principal Cardholder and/or the supplementary Cardholder.
3.7.4 You agree to bear all fees and charges arising out of or in relation to the aforesaid arrangement.

4. Debt Recovery

We may at any time assign unsettled Card Accounts to any credit management organisation or collection agency engaged by us for debt recovery. You agree to indemnify us for our fees and costs incurred in doing so.

5. Termination

- 5.1 Your right to terminate
5.1.1 You may at any time terminate your use of the Card by returning it together with any supplementary Card(s) to any BEA branches in person.
5.1.2 The principal Cardholder or the supplementary Cardholder may also terminate the use of a supplementary Card by returning it to any BEA branches in person. The termination of any Cards will take effect from the issue of a written confirmation by us.
- 5.2 Our right to terminate
5.2.1 We may also, at our sole discretion, terminate this Agreement by cancelling the Card and/or any services offered. We may do so at any time, with or without cause or prior notice.
5.2.2 We will not be liable for any loss or damage that you may sustain or suffer directly or indirectly because of our action. In such circumstances, you must surrender the cancelled Card to us.
- 5.3 Your obligation upon termination
5.3.1 The entire outstanding balance on the Card Account, plus any outstanding Card transactions incurred prior to the termination of this Agreement but not yet charged to the Card Account, shall become due and payable immediately.

- 5.3.2 If you default on payment, become bankrupt or insolvent, or die, you or your estate shall be responsible for settling the outstanding balance on the Card Account immediately and for indemnifying us for any fees and costs that we may incur, including legal fees and collection agency handling fees. We also reserve the right to impose a default finance charge at our prevailing rate until the outstanding balance has been paid in full.

6. Loss or Theft of Card

- 6.1 You must notify us immediately through (i) calling the relevant customer services hotline, (ii) our mobile banking (if your mobile phone number is recorded in our system and you have activated our mobile banking), or (iii) such other method(s) as accepted by us and communicated to you from time to time, when you become aware that: (i) the Card is lost or stolen, or its PIN is lost, stolen or disclosed to a third party; and/or (ii) the Authentication Credential is lost, stolen or compromised in any way, or any person (without authorisation) has used or may use the Authentication Credential.
- 6.2 You shall remain fully liable and responsible for any transactions made using the Card, whether or not you authorise them, between the time of such loss, theft, disclosure, misuse or any other events and situations as mentioned in Clause 6.1 above and the time when you notified us about the aforesaid. However, if there is no fraud nor gross negligence on your part, and you have not provided the Card, PIN or Authentication Credential to a third party, your maximum liability for such unauthorised transactions before notification of such loss, theft, disclosure or misuse will not exceed HK\$500 or such other amount pursuant to the applicable laws, regulations or code of practice. Such maximum liability will not cover any cash advances obtained by the use of the PIN or the Authentication Credential. You shall remain fully liable for such cash advances.
- 6.3 The term "gross negligence" as mentioned in Clause 6.2 above shall be constituted by:
- (a) your failure to observe or follow any of our recommendations from time to time regarding the safety and secrecy of the Card, PIN or Authentication Credential; or
 - (b) your failure to report to us the loss or theft of the Card or the loss, theft, misuse, or disclosure of the PIN and/or the Authentication Credential to a third party as soon as reasonably practicable upon discovery of the aforesaid.
- 6.4 The issuance of a replacement Card will be entirely at our discretion.

7. Change of Information

You agree to notify us immediately and in writing about any change of your employment and office or residential address, as well as any other relevant information.

8. Others

- 8.1 We reserve the right to alter and amend the terms and conditions contained in this Agreement, including but not limited to the applicable credit limit of the Card Account, payment requirements, interest rates, service charges, annual fee and other fees and charges specified in the Schedule of Fees & Charges at any time with prior notice to you in any manner we deem appropriate. We will give you not less than 60 days' prior notice of changes to fees or other charges payable and of changes that increase your liabilities or obligations. We will not send a separate notification of such changes to supplementary Cardholders. The supplementary Cardholder shall be deemed to have been notified of such changes by our notice to the principal Cardholder. Such changes will apply to any outstanding balances on the Card Account. If you continue to use the Card after the effective date of such changes, you shall be deemed to have accepted and agreed to the changes, unless the Card is returned to us for cancellation before they take effect.
- 8.2 We may from time to time introduce and make new products, services and/or programmes available to you. These will be governed by specific terms and conditions. If there is any conflict between those specific terms and conditions and the terms and conditions of this Agreement, the former shall prevail.
- 8.3 Any notice (including this Agreement) to be given by us to you, if delivered to you at your last known address by prepaid postage or by any other means that we consider appropriate, shall be deemed to have been so given to the principal Cardholder and each supplementary Cardholder.
- 8.4 Any notice we send you by post shall be deemed to have reached the principal Cardholder and each supplementary Cardholder on the next working day after it was posted. Any notice that we send to you via electronic mail (email), mailbox in Cyberbanking – Internet, BEA App push notification service, short message service (SMS), or such other electronic delivery method as adopted by us from time to time shall be deemed to have reached the principal Cardholder and each supplementary Cardholder immediately. You agree that BEA may send any communication, confirmation, or statement to you in electronic form (if applicable).
- 8.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under applicable laws, the remaining provisions shall not be affected in any way.
- 8.6 These terms and conditions are binding on your personal representative and successor.
- 8.7 No failure to act, omission or delay by us to exercise any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right prevent any further exercise of such right or any other right.
- 8.8 We may assign or transfer all or any of our rights and obligations under this Agreement to any member of the BEA Group. You shall not assign any rights and obligations under this Agreement.
- 8.9 This Agreement is for the benefit of BEA and its successors and assignees, despite any change due to merger, amalgamation, consolidation or otherwise in BEA or its constitution or in any such successor or assignee.
- 8.10 You confirm and agree that BEA may assign or otherwise transfer any of its rights and/or obligations under this Agreement and in respect of any related services, transactions and/or related documents and may deliver the same to the successor, assignee(s) or transferee(s), who shall become vested with and entitled to all the rights and/or obligations formerly vested in BEA.

9. Personal Data (Privacy) Ordinance

- 9.1 You agree that:–
- (a) we may collect, acquire, hold, store, use and disclose the details and the information relating to any transaction or dealing between us, or your personal data;
 - (b) we may disclose any such information (as mentioned in (a) above) to any credit information bureau/agencies or any credit reference bureau/agencies, as well as any bank, credit card companies, deposit-taking companies, or any other person or entity (including collection agencies) that provides any form of credit facilities or is engaged in providing any financial or other services;
 - (c) any such person or entity (as mentioned in (b) above) may use such details and information in the course of any business carried on by him or it.
- The collection, use, and holding of your personal data are conducted in accordance with the Bank's Personal Information Collection (Customers) Statement and Privacy Policy Statement. You have the right to request access to information held by us concerning you and your Card Account at any time. You also have the right to update and correct such information. A request to do so should be made in writing to the Group Data Protection Officer, The Bank of East Asia Limited, 10 Des Voeux Road Central, Hong Kong. We reserve the right to impose a charge to cover the cost of complying with such a request.
- 9.2 You agree that we may obtain information about you from any credit reference bureau/agencies, and compare it with data you have provided for credit-checking purposes.
- 9.3 No person other than the Cardholder 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 this Agreement.

10. Law and Language

- 10.1 We reserve the right to refuse to process, pay or otherwise act upon any instruction regarding any transaction concerning the Card that we believe or suspect to be directly or indirectly related to gambling or illegal activities.
- 10.2 In this Agreement, words in the singular number shall include the plural number, and vice versa.
- 10.3 The word "use" includes the presentation of the Card to obtain goods, services and/or cash advances.
- 10.4 This Agreement shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but this Agreement may be enforced in the courts of any competent jurisdiction.