

## Terms and Conditions for ATM Cardless Withdrawal

In consideration of The Bank of East Asia, Limited 東亞銀行有限公司 ("BEA" or the "Bank") agreeing to provide ATM Cardless Withdrawal service (the "Service") through different electronic delivery channels including but not limited to the internet and BEA's ATM as announced by BEA at its sole and absolute discretion from time to time, the Sender and the Recipient hereby agree that by using the Service, the following terms and conditions (as amended from time to time by BEA) (the "Terms"), together with the terms and conditions of BEA's Cyberbanking ("Cyberbanking"), shall be binding on the Sender and the Recipient.

In the event of any conflict between the Terms and the terms and conditions of Cyberbanking, the Terms shall apply and prevail.

Before the Sender and the Recipient activate or use the Service, they should read the Terms carefully and ensure that they understand them in full. By activating or using the Service, the Sender and the Recipient shall be deemed to have accepted the Terms and be bound by them.

### 1. Definition and Interpretation

In the Terms, the following terms shall, except where the content otherwise requires, have the following meanings:

- (a) "ATM" means any Automatic Teller Machine of BEA in Hong Kong or any other networks specified by BEA from time to time where applicable;
- (b) "Passcode" means the code set by the Sender via Cyberbanking and communicates to the Recipient as the identification code and part of the Withdrawal Instruction for cash withdrawal at any BEA's ATM;
- (c) "Withdrawal Code" means the code designated by BEA as an identification and part of the Withdrawal Instruction and will be sent to the designated Recipient's mobile phone number to facilitate the Recipient to execute a cash withdrawal transaction at any BEA's ATM;
- (d) "Withdrawal Instruction" means any instruction given through Cyberbanking by the Sender to authorise BEA to debit the designated amount from the Sender's credit card or bank account to facilitate the Recipient to execute the Withdrawal Instruction by entering the correct Withdrawal Code, Passcode and One-time Password, in order to withdraw designated amount of cash at any BEA's ATM within the Validity Period;
- (e) "Recipient" means any person whose mobile phone number is entered by the Sender during setup of the Withdrawal Instruction at Cyberbanking in order to facilitate the Recipient to receive the Withdrawal Code and to execute the Withdrawal Instruction to withdraw designated amount from the Sender's designated account at any BEA's ATM;
- (f) "Sender" means any Cyberbanking account holder who initiates the Withdrawal Instruction via Cyberbanking to facilitate the Recipient to withdraw designated amount from

the said account holder's designated account at any BEA's ATM;

- (g) "One-time Password" means a short message service one-time password sent from BEA to the Sender's or Recipient's mobile phone number as a two-factor authentication for the Sender to give Withdrawal Instruction or for the Recipient to withdraw cash at BEA's ATM;
- (h) "Validity Period" means the period specified at the Withdrawal Instruction webpage of Cyberbanking starting from the time when the Sender successfully places a Withdrawal Instruction via Cyberbanking until the expiry of the Withdrawal Instruction, i.e. 1 calendar day from the time when the Sender successfully places a Withdrawal Instruction via Cyberbanking, for the Recipient to execute at any BEA's ATM.

### 2. ATM Cardless Withdrawal Service

To use the Service, the Sender should log-in Cyberbanking and select "ATM Cardless Withdrawal". The Sender can initiate the Withdrawal Instruction by entering the Recipient's mobile phone number, withdrawal amount, withdrawal account number and the Passcode, and confirm the Withdrawal Instruction by entering the One-time Password sent from BEA as two-factor authentication.

BEA will send a Withdrawal Code to the Recipient. To access the Service at any BEA's ATM, the Recipient must choose "ATM Cardless Withdrawal" item to start a cardless cash withdrawal. The Recipient should enter the Withdrawal Code sent from BEA and a Passcode notified by the Sender at the BEA's ATM. Then, the Recipient should confirm the withdrawal details and enter an One-time Password sent from BEA to withdraw the amount and such amount will be debited from the Sender's designated account maintained with BEA under the Withdrawal Instruction for settlement. The Withdrawal Code will be valid for 1 calendar day from the time when the Withdrawal Instruction is setup successfully by the Sender at Cyberbanking. If the Recipient does not withdraw the amount within the Validity Period, the Withdrawal Instruction will be revoked accordingly.

The Sender can access the information of the transaction status and activities related to the Service and give instructions to BEA in regard to the Service according to the procedures and rules as prescribed by BEA from time to time.

### 3. Withdrawal Amount Limit

The daily aggregated withdrawal limit of the Service for each Cyberbanking account is up to HKD1,000 or its equivalent amount in other currencies and is subject to the sub-limit of funds transfer to unregistered account, whichever is lower or as prescribed by BEA from time to time without prior notice.

#### 4. Initiating Withdrawal Instruction for the Service

To use the Service, the Sender must maintain a valid Cyberbanking account and activate Cyberbanking Internet channel and two-factor authentication function. When initiating the Withdrawal Instruction, the Sender must confirm that all information and details provided (including the Recipient's mobile phone number and the Passcode) are true and correct in all respects and authorise BEA to use and/or communicate such information and details with whatever sources that BEA may consider appropriate for the purpose of verifying the information and details.

The Sender agrees to disclose and transfer the mobile phone number(s) entered for the Service and the related information to BEA and/or any other third party(ies) engaged in any transaction or providing any service in relation to the Service and between any one or more of such entities and their subsidiaries, group members and agents thereof whether in or outside Hong Kong in connection with the provision of the Service.

#### 5. Designated Recipient's Information

The Sender agrees that except due to negligence or willful misconduct of BEA, the Sender shall be solely responsible for the timeliness, correctness, completeness and accuracy of any information provided by the Sender, including but not limited to, the Recipient's mobile phone number(s), withdrawal account number, withdrawal amount and the Passcode for the Service. BEA shall not be responsible nor liable for any loss or damage arising from any error or delay in the instruction(s) given by the Sender.

#### 6. Termination of Withdrawal Instruction

The Sender has the option to cancel or terminate the Withdrawal Instruction via Cyberbanking before the withdrawal is made by the Recipient and within the Validity Period of the Withdrawal Instruction. The Sender must inform the Recipient about the termination of Withdrawal Instruction immediately to avoid any disputes. The Withdrawal Code sent to the Recipient's mobile phone number is not a proof of payment by the Sender. The Recipient's making withdrawal under the Service is subject to (i) the availability of funds in the Sender's designated account with BEA, (ii) no termination of Withdrawal Instruction by the Sender and (iii) no suspension of the Service by BEA.

#### 7. Suspension or Termination of the Service

The availability and provision of the Service shall be at sole and absolute discretion of BEA and BEA may cancel, suspend or terminate the Service or any part thereof at any time with or without cause or prior notice. BEA shall not be liable for any loss or damage that the Sender or the Recipient may sustain or suffer directly or indirectly because of BEA's action.

#### 8. Communication between the Sender, the Recipient and BEA

The Sender must communicate the availability of the Terms to the Recipient for his or her reference and acceptance. BEA will send SMS notification to the Sender and the Recipient (i) after the Withdrawal Instruction is initiated; (ii) any cash is withdrawn from BEA's ATM under the Service; and/or (iii) the Withdrawal Instruction becomes invalid.

#### 9. Liability

Unless due to the negligence or willful misconduct of BEA, BEA shall not be responsible or liable for:

- (a) any failure of the Sender or the Recipient to gain access in whole or in part to the Service, or to retrieve the information of the designated Recipient under the Service;
- (b) any inaccuracy, incompleteness or error in any information or details of the designated Recipient(s) or the Withdrawal Instruction given by the Sender in connection with the Service;
- (c) any failure by the Sender to update the Recipient's mobile phone number(s), withdrawal amount, withdrawal account number, Passcode and/or other information and details under the Service;
- (d) any such wrongful, delayed or failed communication made between the Sender and the Recipient in connection with the Passcode within the Validity Period; and
- (e) the Sender's cancellation or termination of the Withdrawal Instruction or BEA's suspension or termination of the Service prior to the Recipient's withdrawal of the amount under the Service.

The availability and provision of the Service is established between BEA and the Sender. The Recipient will need to refer to the Sender in the event of disputes or complaints about the Service for escalation to BEA for further investigation as appropriate. The Sender shall indemnify and keep BEA fully indemnified from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, fees and expenses or liabilities of whatever nature which BEA may suffer, incur, or sustain whether actual or contingent by reason of or arising out of the use of the Service by the Sender and/or the Recipient provided that such indemnity shall not extend to any losses or damages arising solely from the negligence or willful misconduct of BEA.

#### 10. Precautionary Measures

Both the Sender and the Recipient understand and agree that the failure on the part of the Sender and the Recipient to comply with any one of the following precautionary measures may lead to security breach under the Service and BEA shall not in any event be held responsible or liable for any loss or damage suffered by the Sender and the Recipient as a result thereof and the Sender and the Recipient must:

- (a) at all times keep the Withdrawal Code, Passcode and One-time Password strictly confidential and must not disclose them to any other person under any circumstances;
- (b) notify BEA immediately of any actual or possible unauthorised use, loss, theft or disclosure of the Withdrawal Code, Passcode and/or One-time Password to a third party as soon as the Sender and/or the Recipient and must confirm the same in writing without delay to BEA;
- (c) ensure not to use the Sender's identity card number, telephone number, date of birth, driving license number or popular number sequences (such as 9876 or 1234 etc.) when choosing the Passcode, must not use the same digit more than twice, and never use the same Passcode for other services;
- (d) not write the Withdrawal Code, Passcode and One-time Password down, and shall memorise the same;
- (e) keep the Withdrawal Code, Passcode and One-time Password separate from each other and must not place or store them together;
- (f) be alert to the surroundings before withdrawing cash from BEA's ATM under the Service, and must make sure that no other person sees or peeks the Withdrawal Code, Passcode and One-time Password;
- (g) verify the accuracy of the transaction details at Cyberbanking prior to entering the One-time Password to initiate the Withdrawal Instruction; and
- (h) delete or destroy the SMS notification containing the Withdrawal Code or One-time Password after usage.

The Sender and the Recipient shall indemnify and keep BEA fully indemnified from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, fees and expenses or liabilities of whatever nature which BEA may suffer, incur, or sustain whether actual or contingent by reason of or arising out of any breach by the Sender and the Recipient of the Terms and/or in any aspects under the Service.

#### 11. Payment Validity

Any payment and withdrawal of amount from the Sender's designated account by the Recipient at any BEA's ATM under the Service shall be effected and executed only if there are sufficient funds in the designated account of the Sender and within the Validity Period. If withdrawal of amount under the Service is made by the Recipient without sufficient funds in the designated account of the Sender and/or not within the Validity Period, BEA is not obliged to effect any such withdrawal and is entitled to refuse to effect such withdrawal at its absolute discretion, with or without cause, without incurring any liability whatsoever and without prior notice to the Sender or the Recipient. If BEA agrees to effect such withdrawal under the Service, the Sender shall repay to BEA immediately on demand such amount withdrawn together with interest thereon at the rate chargeable and determined by BEA at its absolute discretion.

#### 12. Amendment

BEA may amend any provisions contained in the Terms and/or

add additional provisions to the Terms at any time and from time to time at BEA's sole and absolute discretion with appropriate notice. Any amendments and/or additions to the Terms shall become effective and shall be deemed to have been accepted by, and binding on the Sender and the Recipient if the Sender and the Recipient continue to use the Service after the effective date of the said amendments and/or additions to the Terms.

#### 13. 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 Sender and the Recipient hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims in connection with the Service and the Terms.

#### 14. 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 apply and prevail.

#### 15. Miscellaneous

Words and phrases in the Terms shall be read and construed in accordance with the definitions contained herein. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.