

Terms and Conditions for Cardless ATM (Loan) 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 Cardless ATM Loan Withdrawal service (the "Service") through different electronic delivery channels including but not limited to the BEA's ATM ("ATM") 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 BEA) (the "Terms"), together with the terms and conditions of BEA Consumer Loan ("Loan"), shall be binding on the Customer.

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

Before the Customer activates or uses the Service, he/she should read the Terms carefully and ensures that he/she understands them in full. By activating or using the Service, the Customer 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) "Drawdown Code" means the code designated by BEA as an identification of the Loan withdrawal, and will be sent to the Customer's mobile phone number to execute a Loan withdrawal transaction at any BEA's ATM;
- (c) "Customer" means any person who chooses to withdraw the Loan at any BEA's ATM after the Loan application has been approved successfully.
- (d) "One-time Password" means a short message service one-time password sent from BEA to the Customer's mobile phone number as a two-factor authentication to withdraw Loan at BEA's ATM;
- (e) "Validity Period" means the period starting from the time when the Drawdown code is valid for the Customer to input at any BEA's ATM for Loan withdrawal until the expiry of the Drawdown code, i.e. 3 working days from the time when the drawdown code sent to the Customer's mobile phone number.

2. Cardless ATM (Loan) Withdrawal Service

BEA will send a Drawdown code to the Customer. To access the Service at any BEA's ATM, the Customer must choose "Loan Withdrawal" item to start a Loan withdrawal. The Customer should enter the Drawdown code sent from BEA, the first 6 digits of Customer's HKID card number and the applied Loan amount. Then, the Customer should confirm the Loan withdrawal details and enter an One-time Password sent from BEA to withdraw the Loan. The Drawdown code will be valid for 3 working days from the time when the Drawdown code sent to the Customer's mobile phone number. If the Customer does not withdraw the Loan within the Validity Period, the Drawdown Code will be revoked accordingly.

The Customer can access the information of the Loan status and enquires BEA in regard to the Service according to the procedures and rules as prescribed by BEA from time to time.

3. Loan Withdrawal Amount Limit

The maximum Loan amount for ATM Loan Withdrawal service is \$30,000 and the cash withdrawal limit is up to \$15,000 per time or as prescribed by BEA from time to time without prior notice. If the Loan amount exceeds the maximum cash withdrawal limit, the Loan will be deemed as 2 individual Loans. Customer is required to follow the above Cardless ATM (Loan) Withdrawal Service instructions to withdraw the individual Loan.

4. 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 Customer may sustain or suffer directly or indirectly because of BEA's action.

5. Liability

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

- (a) any failure of the Customer to gain access in whole or in part to the Service;
- (b) any inaccuracy, incompleteness or error in any information or details of the Loan application given by the Customer;
- (c) any such wrongful, delayed or failed communication received by the Customer in connection with the Drawdown Code and One-time Password within the Validity Period; and
- (d) the Customer's cancellation or termination of the ATM Loan Withdrawal service or BEA's suspension or termination of the Service prior to the Customer's withdrawal of the Loan under the Service.

The availability and provision of the Service is established between BEA and the Customer. The Customer 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 Customer provided that such indemnity shall not extend to any losses or damages arising solely from the negligence or willful misconduct of BEA.

6. Precautionary Measures

The Customer understands and agrees that the failure 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 Customer as a result thereof and the Customer must:

- (a) at all times keeps the Drawdown code, HKID card number and One-time Password strictly confidential and must not disclose them to any other person under any circumstances;
- (b) notifies BEA immediately of any actual or possible unauthorised use, loss, theft or disclosure of the Drawdown code, HKID card number and One-time Password to a third party as soon as the Customer must confirm the same in writing without delay to BEA;
- (c) not writes the Drawdown code, HKID card number and One-time Password down, and shall memorise the same;
- (d) keeps the Drawdown code, HKID card number and One-time Password separate from each other and must not place or store them together;
- (e) be alert to the surroundings before withdrawing Loan from BEA's ATM under the Service, and must make sure that no other person sees or peeks the Drawdown code, HKID card number and One-time Password; and

The Customer 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 Customer of the Terms and/or in any aspects under the Service,

7. Loan Validity

Using the Service represents the Customer is confirmed and agreed to the related terms and conditions of Loan, and must withdraw the Loan at any BEA's ATM within the Validity Period. If withdrawal of the Loan under the Service has not made by the Customer within the Validity Period, the above represents the Customer as to irrevocably requests and authorises BEA to credit the approved Loan proceeds to the Customer's designated HKD current/savings account as provided in the Loan application. BEA is entitled to refuse to affect such Loan withdrawal at its absolute discretion, with or without cause, without incurring any liability whatsoever and without prior notice to the Customer.

8. 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 Customer if the Customer continues to use the Service after the effective date of the said amendments and/or additions to 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 in connection with the Service and the Terms.

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 apply and prevail.

11. 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.