

BEA Credit Cardholder Agreement (Corporate Account)

Effective date: 1st April, 2020

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.

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” and “Cardholder” means an individual who has been nominated by the Company and for whom we have issued a Card. 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 a World Mastercard or such other credit card issued by us from time to time after the Company has enrolled in the Bank of East Asia Corporate Card Programme at the joint request of the Company and its designated employee as nominated on the Cardholder Nomination Form. It includes a principal Card, 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.
- (v) “Company” means the applicant firm or company that has nominated its designated employee to apply for the Card.
- (vi) “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 Cardholder or any other Cardholder(s) owes to us, as well as any other information that we regard as relevant.
- (vii) “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.
- (viii) “ATM” means any automatic teller machine in the JETCO, and/or CIRRUS networks, as well as any other network that we designate.
- (ix) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
- (x) “Mobile Contactless Transaction” refers to the contactless transaction(s) effected by the use of the Card and a smartphone.
- (xi) “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 The Company shall be responsible for ensuring that each Card it has applied for is signed immediately upon receipt by the Cardholder whose name is embossed on the Card. Only the Cardholder may use the Card.
- 1.3 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.

- 1.4 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.
- 1.5 All transactions attributable to the Card will be posted on your Card Account.
- 1.6 The Card is not transferable, and only you may use it. You and/or the Company 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.
- 1.7 All the terms and conditions regarding the Company’s account(s) with us, including those contained in the account-opening mandate that the Company has provided, together with any amendments we may subsequently issue, form an integral part of this Agreement. We will regard any person who is currently on our records as the Company’s authorised signatory as having the authority to give us instructions on behalf of the Company. This includes instructions about any matter relating to the Card facility, including but not limited to, instructions to add or delete designated persons, or to apply for the credit limit to be revised.
- 1.8 Liability of the Cardholder and the Company
 - 1.8.1 You and/or the Company 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 and/or the Company also agree to accept responsibility for all related costs, charges and fees.
 - 1.8.2 We may, at our discretion, issue Card(s) to any person that the Company nominated as a Cardholder.
 - 1.8.3 Both the Company and the Cardholder shall be jointly and severally responsible and liable for all the credit card facilities granted by us in relation to the Card, and for all amounts owed to us under this Agreement.
- 1.9 Purchase of Goods and Services
 - 1.9.1 You may use your Card to obtain goods or services at the outlets of any contracted Mastercard merchant, subject to the credit limit set by us.
 - 1.9.2 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.
 - 1.9.3 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.
 - 1.9.4 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.
- 1.10 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 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 is subject to the relevant terms and conditions of these services. A copy of the terms and conditions is 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 and/or the Company 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 Authentication Credential in order to conduct Mobile Contactless Transaction. You and/or the Company jointly and severally agree and accept that the use of the Authentication Credential is important security measure and you and/or the Company shall not permit any other person to use the Authentication Credential and you and/or the Company will at all times safeguard the Authentication Credential under control. You and/or the Company must immediately inform us if any other person knows or is suspected to know the Authentication Credential.
- 1.10.7 You and/or the Company jointly and severally 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 and/or the Company agree to indemnify us for any loss or damage incurred.

1.11 Credit Limit

- 1.11.1 The credit limit that we notify the Company of is the total credit limit we have granted to all related Cardholders. We reserve the right to adjust this credit limit under the terms of this Agreement at any time by giving you and/or the Company appropriate notice.
- 1.11.2 We may permit transactions to be effected in excess of the credit limit assigned to the Card Account and/or the Company without prior notice to you and/or the Company. 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 and/or the Company may contact us to opt out of the over credit limit facility.

1.12 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.

1.13 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 We will normally send a credit card account summary statement to the Company every month. This will detail the total amount that is currently

outstanding on all Cards. We will also send an individual credit card account statement to the respective Cardholder(s) every month. However, we are not obliged to issue individual credit card account statement in situations including but not limited to the following circumstances:

- (a) there is no transaction since the last individual credit card account statement; and
- (b) the outstanding balance of the Card Account is less than HK\$10 or the Card Account has a credit balance.

Cardholders can check the balance of their Card Account via the customer services hotline. Subject to Clause 2.2, records of transactions shown on the account statement shall be conclusive and binding on you and the Company for all purposes. You and/or the Company 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 2.2.1 You and/or the Company agree to notify us about any unauthorised transactions shown on the Statement within 60 days from the Statement date. If you and/or the Company fail to do so, the Statement shall be regarded as conclusive.
- 2.2.2 You and/or your Company 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 and/or the Company 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) You and/or the Company must pay us the Statement balance in full or at least the minimum payment due shown on the Statement on or before the payment due date.
- (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 and/or the Company 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 Statement balance, from the day after the Statement date 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) ATMs provided or designated by us.
- (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 and/or the Company agree to pay an annual fee for the individual Card 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
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 (the provision of which shall be at our sole discretion), 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 Hong Kong dollars at the Mastercard exchange rate. The exchange rate is determined on the date when the transaction is processed by Mastercard, 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 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 and/or the Company 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 and/or the Company 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. If there is more than one Cardholder and we receive only partial payment of the charges from the Company, unless the Company gives us specific instruction about how this payment is to be applied, we will, at our sole and absolute discretion, apply such payment in full or in part to satisfy all the outstanding amounts incurred by any particular Cardholder in accordance with the above-mentioned manner as we may choose.
- 3.4 You and/or the Company agree to make all payments to us in Hong Kong dollars. 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 Hong Kong dollars at our usual rate.

3.5 Right of Set-off

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 Card Account with any other accounts that you and/or the Company 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 and/or the Company. We may set-off or transfer any credit balance of the aforesaid accounts for the purpose of discharging your and/or the Company's liability to us under this Agreement.

3.6 Card Credit Balance

- 3.6.1 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.
- 3.6.2 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 Company maintained with us or (ii) paid by cashier's order drawn in favor of the Company.
- 3.6.3 You hereby authorise us to (i) transfer the Amount to any of the deposit accounts of the Company maintained with us; or (ii) pay the Amount by cashier's order(s) drawn in favor of the Company.
- 3.6.4 You and the Company shall be jointly and severally liable for 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 and/or the Company agree to indemnify us for our fees and costs incurred in doing so.

5. Termination

- 5.1 The Company's right to terminate
The Company may terminate the use of a specific Card by giving us written notice accompanied by the return of the Card cut in halves. The termination of any Card 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 absolute 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 and/or the Company may sustain or suffer directly or indirectly because of our action. In such circumstances, you and/or the Company must surrender the cancelled Card to us.
- 5.3 Your and the Company's 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 a Cardholder leaves the Company due to retirement, resignation, dismissal or any other reason, the Company must notify us promptly in writing about the date of his departure. The Card concerned must be returned to us before the said Cardholder leaves the Company. Once we receive the aforesaid notification, the entire outstanding balance on that particular Card Account shall become immediately due and payable to us on or before the date of that Cardholder's departure. The Company and the Cardholder concerned shall be jointly and severally responsible for settling any outstanding amounts immediately, together with all Card expenses, advances, costs, finance charges and other charges and fees already incurred and/or obtained by using the Card before returning such Card to us.

- 5.3.3 The Company and the Cardholder must immediately notify us and return the Card to us if the Company ceases business or (i) (in the case of a limited company) it goes into liquidation or becomes the subject of a winding-up petition, (ii) (in the case of a partnership) it is dissolved, or (iii) (for a sole proprietorship) the proprietor dies, becomes bankrupt or has a bankruptcy petition filed against him or her. The entire outstanding balances on all Card Accounts shall immediately become due and payable to us. The Company and the Cardholder shall be jointly and severally responsible for settling such outstanding amounts immediately, together with all expenses and advances, costs, finance charges and other charges and fees related to the Card that have already been incurred and obtained by the use of the Card(s) before returning such Card(s) to us. However, the Cardholder shall only be liable for the outstanding indebtedness of his own Card Account.
- 5.3.4 If the Company or the Cardholder defaults on payment, the Company and the Cardholder concerned shall be jointly and severally liable for settling all the outstanding balance on the Card Account immediately and for indemnifying us for any fees and costs that we may incur for recovery and enforcement, including but not limited to legal fees and collection agency handling fees. However, the Cardholder shall only be liable for the outstanding indebtedness of his own Card Account. We also reserve the right to impose a default finance charge at our prevailing rate until the outstanding balance has been paid in full by the Company and/or the Cardholder.

6. Loss or Theft of Card

- 6.1 You must call the relevant customer services hotline and notify us immediately 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 and/or your Company 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 and/or the Company in any manner we deem appropriate. We will give you and/or the Company not less than 60 days' prior notice of changes to fees or other charges payable and of changes that increase your liabilities or obligations. Any notice that we dispatch to your last address, as shown in our records, shall be deemed as due notification to the Company and vice versa. Such changes will apply to any outstanding balances on the Card Account. If you and/or the Company continue to use the Card after the effective date of such changes, you and/or the Company 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 and/or the Company, if delivered to you and/or the Company at your/the Company's last known address by prepaid postage or by any other means that we consider appropriate, shall be deemed to have been so given to you and the Company.
- 8.4 Any notice we send to you and the Company by post shall be deemed to have reached you and the Company on the next working day after it was posted. Any notice that we send to you and the Company via electronic mail (email), short message service (SMS), or such other electronic delivery method as adopted by us from time to time shall be deemed to have reached you and the Company immediately.
- 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 and/or the Company's respective personal representative, successor and assign.
- 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 and/or the Company 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 and the Company 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/agency or any credit reference bureau/agency, as well as any bank, credit card company, deposit-taking company, or any other person or entity (including a collection agency) 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 Group, 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/agency, and compare it with data you have provided for credit-checking purposes.
- 9.3 No person other than the Cardholder and/or the Company 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 The Company and you must not assign or transfer any rights or obligations under this Agreement to any third party without our prior written consent. Any reference made to the Company under this Agreement shall be deemed to include its successors and permitted assigns.
- 10.3 In this Agreement, words in the singular number shall include the plural number, and vice versa.
- 10.4 The word "use" includes the presentation of the Card to obtain goods, services and/or cash advances.
- 10.5 This Agreement shall be governed by and construed in accordance with the law of Hong Kong. You and/or the Company submit to the non-exclusive jurisdiction of the Hong Kong courts but this Agreement may be enforced in the courts of any competent jurisdiction.

Issued by The Bank of East Asia, Limited 東亞銀行有限公司