

## Terms and Conditions for i-Token Service

i-Token Service is provided by The Bank of East Asia, Limited (the "Bank") to the Customer on the following Terms and Conditions:

1. By registering and/or subscribing for i-Token Service, the Customer, and (applicable to the Corporate Customer) the System Administrator and the Signer shall be regarded as having accepted and bound by the provisions of these Terms and Conditions.
2. In these Terms and Conditions, words and expressions below shall have the following meanings:-

"ATM" means:	any automated teller machine of the Bank.
"BEA App" means:	mobile application offered by the Bank through which the Customer or (for the Corporate Customer) the System Administrator or the Signer can access i-Token Service.
"Corporate Customer" means:	a Customer other than a Personal Customer.
"Corporate Cyberbanking" means:	an electronic banking services system which allows the Customer inter alia to gain access to financial information or information in respect of the Customer's account(s) and/or other accounts maintained with the Bank and to carry out certain banking functions (as prescribed by the Bank from time to time) under the nominated account(s).
"Customer" means:	any individual, entity, sole proprietorship, partnership or corporation (which shall include its representative and lawful successor) who applies for i-Token Service.
"Cyberbanking" means:	such services offered by the Bank over different electronic delivery channels including but not limited to the internet, mobile and fixed line telephone networks, Automatic Teller Machines and such other channels as announced by the Bank as available from time to time.
"i-Token" means:	a device binding unique identifier which could be downloaded to BEA App of the Customers or (for the Corporate Customer) the Signer and stored in the key-chain (or other security area described by the Bank from time to time) of the designated mobile device after successful registration of i-Token Service with the Bank.
"i-Token Service" means:	the service provided by the Bank to the Customer from time to time in relation to i-Token as two-factor authentication method.
"Personal Customer" means:	a Customer who is an individual.
"PIN" means:	any personal identification number assigned to the Customer or (for the Corporate Customer) the Signer which may be used to access Corporate Cyberbanking, Cyberbanking, Automatic Teller Machines, branches and/or other designated channel(s) as designated by the Bank from time to time and authenticate transactions in such channel(s).
"Notification" means:	a message from the Bank that is sent to the Customer or (for the Corporate Customer) the Signer's designated mobile device or such other form(s) of electronic notification as prescribed by the Bank from time to time.
"Signer" means:	any person designated and appointed by the System Administrator to use the Corporate Cyberbanking on behalf of

the Corporate Customer and is allowed to approve transactions by using PIN(s) via i-Token provided by the Bank or other valid means acceptable to the Bank.

“SMS” means: short message service which is a service for sending short messages to the designated mobile devices.

“System Administrator” means: any person appointed by the Corporate Customer to register i-Token on its behalf; and to enable and/or disable i-Token for the Signers.

3. The Bank provides i-Token Service to enable the Customer and (for the Corporate Customer) the Signer to sign and execute transactions via the designated mobile device(s).
4. If there is any change to the designated mobile device for i-Token Service, the Personal Customer or (for the Corporate Customer) the System Administrator or the Signer should follow the installation and activation procedures of i-Token as prescribed by the Bank from time to time.
5. Updates to i-Token may be required periodically. The Personal Customer or (for the Corporate Customer) the Signer may not be able to use i-Token if the latest version of BEA App has not been downloaded to the designated mobile device(s) for i-Token Service.
6. The Customer agrees and understands that Notification by the Bank shall be received through the inbox of BEA App or alternatively, an SMS will be sent directly to the designated mobile device(s) by the Bank for notification purpose before the Customer or (for the Corporate Customer) the Signer signs and executes the transactions. The Bank shall only notify the Customer or (for the Corporate Customer) the Signer in respect of any transactions pending for signing via Notification or SMS. The Customer or (for the Corporate Customer) the Signer shall check the inbox of BEA App and the designated mobile device(s) regularly from time to time and contact the Bank if such Notification or SMS is not received.
7. Notification or SMS shall be deemed to be received by the Customer and (for the Corporate Customer) the Signer immediately after transmission.
8. Any instructions or transactions given, signed or executed by the Customer or (for the Corporate Customer) the Signer via i-Token Service is/are not allowed to be rescinded or withdrawn. All such instructions or transactions, when confirmed and acknowledged by the Bank, shall be irrevocable and binding on the Customer regardless of whether or not such instructions or transactions are given or executed by the Customer or (for the Corporate Customer) the Signer or by any other person purporting to be the Customer or (for the Corporate Customer) the Signer. The Bank shall be under no duty to verify the identity or authority of the person giving any such instructions or signing such transactions or the authenticity of such instructions or transactions which shall be conclusive and binding on the Customer in any event.
9. The Bank may at all times and from time to time in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act upon any instructions or transactions given, signed or executed by the Customer or (for the Corporate Customer) the System Administrator or the Signer via i-Token as the Bank thinks appropriate.
10. The Bank shall only be required to retain the record of incomplete or pending for signing instructions on or before the relevant execution date (or such other date as prescribed by the Bank from time to time) (the “Due Date”) and the Customer or (for the Corporate Customer) the Signer shall sign and execute the transactions on or before the Due Date. Upon receiving Notification or SMS from the Bank through the designated mobile device(s), the Customer or (for the Corporate Customer) the Signer shall examine each Notification or SMS on a timely basis and take follow-up action accordingly. Those incomplete instructions would become invalid if such transactions have not been signed and executed by the Customer or (for the Corporate Customer) the Signer via i-Token after the Due Date.
11. The Customer and (for the Corporate Customer) the Signer must comply with all applicable laws and regulations governing the installation, download and access of i-Token/BEA App. The Customer or (for the Corporate Customer) the Signer shall be the genuine owner of the designated mobile device(s) and must not use or allow any other person to use i-Token/BEA App for any unauthorised purpose. The Bank shall not be

liable for any losses or any other consequences suffered or incurred by the Customer and (for the Corporate Customer) the Signer as a result thereof.

12. The Customer and (for the Corporate Customer) the Signer undertake to take all reasonable precautions to keep safe and prevent fraudulent use of the designated mobile device(s) and its security information. Non-compliance of security precautionary measures as prescribed by the Bank from time to time would render the Customer and (for the Corporate Customer) the Signer liable for all unauthorised transactions and all direct and indirect losses or damages arising therefrom. The Bank may in its sole discretion update the security precautionary measures in relation to i-Token/BEA App and the Customer and (for the Corporate Customer) the Signer shall at all times follow such security precautionary measures accordingly.
13. The Customer and (for the Corporate Customer) the System Administrator and the Signer must not access or use i-Token/BEA App through any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes but not limited to devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the designated mobile service provider and the phone manufacturer without their approval. Access or use of i-Token/BEA App on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of i-Token/BEA App in a jail broken or rooted device is entirely at the own risk of the Customer and (for the Corporate Customer) the System Administrator and the Signer. The Bank shall not be liable for any losses or any other consequences suffered or incurred by the Customer and (for the Corporate Customer) the System Administrator and the Signer as a result thereof.
14. In case of a Corporate Customer, it shall nominate the System Administrator to register i-Token and the Signer to execute transactions via i-Token on its behalf. The Corporate Customer shall exercise due care and good internal control within its operations from time to time and to implement segregation of duties among the System Administrator and the Signer. The Bank shall be under no obligation to investigate or verify the authority of any person effecting the instructions given by the System Administrator and the Signer on behalf of a Corporate Customer.
15. The liabilities and obligations of the Customer and (for the Corporate Customer) the System Administrator and the Signer under these Terms and Conditions shall be joint and several. All transactions effected by the Bank shall be binding on the Customer and (for the Corporate Customer) the System Administrator and the Signer in all respects.
16. The Customer and (for the Corporate Customer) the System Administrator and the Signer accept that i-Token/BEA App may be subject to various information technology risks or force majeure events beyond the Bank's control, including but not limited to:
  - (i) inaccuracy, interruption, interception, mutilation, disruption, unavailability, delay or failure relating to data transmission, communication network or internet connection;
  - (ii) unauthorised access by other persons (including hackers);
  - (iii) damage to the designated mobile device(s) caused by virus, other contaminating or destructive properties or by any reasons whatsoever;
  - (iv) malfunction, breakdown or inadequacy of equipment, installation or facilities; or
  - (v) failure to provide i-Token/BEA App by the Bank due to strikes, power failures, change in law, rules or regulations or other calamity.
17. The Bank and its subsidiaries, affiliates, agents and employees shall not be liable for the occurrence of any of the events as described in Clause 16 above or any breach or failure to perform the Bank's obligations due to abnormal and unforeseeable circumstances or any other causes beyond the Bank's reasonable control or anticipation. Under no circumstances shall the Bank be liable to the Customer and (for the Corporate Customer) the System Administrator and the Signer for any incidental, indirect or consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings (whether foreseeable by the Bank or not) arising out of or related to the access or use of i-Token/BEA App. The Bank's liability (if any) to the Customer and (for the Corporate Customer) the System Administrator and the



Signer for loss in relation to the provision of i-Token/BEA App shall only be limited to the amount of the relevant transaction or the direct and reasonably foreseeable damages sustained whichever is less.

18. i-Token/BEA App is provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the designated mobile device(s). The Bank shall not be responsible for any loss suffered by the Customer and (for the Corporate Customer) the Signer or any third party as a result of the access or use of i-Token/BEA App by the Customer and (for the Corporate Customer) the Signer.
19. The Bank shall not assume any responsibility or obligation for any transaction or error due to the failure of the Customer or the representative of the Corporate Customer to provide or input sufficient or accurate data which result in the relevant transaction failing to be materialized or effected through i-Token/BEA App.
20. The Bank has the absolute discretion at any time as it deems fit to modify, cancel, suspend or terminate i-Token Service without giving reasons and without prior notice to the Customer and (for the Corporate Customer) the System Administrator and the Signer. If i-Token Service is cancelled, suspended or is not available for whatever reasons (whether or not within the control of the Bank), the Bank shall not be liable for any loss or damage suffered by the Customer and (for the Corporate Customer) the System Administrator and the Signer in connection with such cancellation, suspension or unavailability.
21. Without prejudice to Clauses 20 and 24, the Customer and (for the Corporate Customer) the System Administrator and the Signer acknowledge that the Bank shall be entitled to terminate i-Token Service immediately upon occurrence of any of the following events:
  - (a) there is any change of law which prohibits or renders illegal the maintenance or operation of i-Token/BEA App or any elements thereof;
  - (b) the Customer or (for the Corporate Customer) the System Administrator or the Signer commits any breach of or omits to observe any obligations under these Terms and Conditions which, in the sole opinion of the Bank, amounts to a material breach or default on the part of the Customer.
22. The Customer and (for the Corporate Customer) the Signer shall acquire appropriate mobile device(s) with requisite specifications and system requirement which enables i-Token/BEA App to be installed therein and undertake to ensure that such mobile device(s) shall not cause any damage to i-Token/BEA App whether by virus, other contaminating or destructive properties or by any reasons whatsoever. The Customer and (for the Corporate Customer) the Signer shall also procure installation of the updates and the latest version of i-Token/BEA App in the designated mobile device(s) from time to time.
23. The Customer agrees and acknowledges that installation and registration for i-Token is free-of-charge but the Bank reserves the right to levy fees and charges against the Customer to cover the running and operating costs for i-Token in the future. The Customer and (for the Corporate Customer) the Signer shall be solely responsible for any fees or charges that the telecommunication carrier may charge in connection with the transmission of data or the use of i-Token.
24. In case of a Corporate Customer, when the Signer leaves employment or is no longer authorised to use i-Token, the System Administrator shall disable i-Token for that Signer accordingly. The Bank shall not be responsible for any loss suffered by the Corporate Customer if such Signer continues to access or use i-Token without permission.
25. If the Customer or (for the Corporate Customer) the System Administrator or the Signer becomes aware of any loss, theft or unauthorised use of the designated mobile device(s) or reasonably believe or suspect that any other person knows the Customer's security details, the Customer or (for the Corporate Customer) the System Administrator or the Signer undertakes to report such incident to the Bank immediately and in case of a Corporate Customer, the System Administrator shall disable i-Token immediately. In such circumstances, the Bank is entitled to deny any subsequent access to or activation of i-Token by the Customer or (for the Corporate Customer) the System Administrator or the Signer and terminate i-Token Service accordingly.
26. The Customer and (for the Corporate Customer) the System Administrator and the Signer shall indemnify and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a full indemnity basis) (save and except for those loss or damages caused by negligence or willful default or fraud on the part of the Bank) incurred or sustained by the Bank

arising from or in connection with (i) the provision by the Bank of i-Token Service; or (ii) breach of any of these Terms and Conditions by the Customer or (for the Corporate Customer) the System Administrator or the Signer.

27. The Customer and (for the Corporate Customer) the System Administrator and the Signer acknowledge that the Bank may collect, store and use technical data and related information, including but not limited to information about the designated mobile device(s), system and application software, peripherals and other personal information that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to i-Token/BEA App. The Bank may use such information, as long as it is in a form that does not personally identify the Customer and (for the Corporate Customer) the System Administrator and the Signer, to improve its products or to provide services or technologies.
28. The Bank may revise any of the terms or add new terms to these Terms and Conditions at any time. The revised Terms and Conditions when displayed, advertised or brought to the attention of the Customer and (for the Corporate Customer) the System Administrator and the Signer by appropriate means shall become effective and binding on the Customer and (for the Corporate Customer) the System Administrator and the Signer if the i-Token Service is continued to be used after the effective date thereof, and such revisions shall be deemed to be accepted.
29. These Terms and Conditions are additional to, and not in substitution for, any other applicable terms and conditions governing the services provided by the Bank to the Customer or (for the Corporate Customer) the System Administrator or the Signer. If any of these Terms and Conditions becomes invalid or unenforceable at any time, the validity and/or enforceability of any of the other terms and conditions hereof shall not be affected.
30. No party other than the Bank, the Customer and (for the Corporate Customer) the System Administrator and the Signer shall 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 these Terms and Conditions.
31. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.
32. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the courts of such place shall have exclusive jurisdiction to settle any dispute which may arise out of or in relation to these Terms and Conditions.

In case of inconsistency between the English and Chinese versions, the English version of these Terms and Conditions shall apply and prevail.