

Terms and Conditions for Open Application Programming Interface Service and Third Party Service Provider Consent Management Service

In consideration of The Bank of East Asia, Limited ("**BEA**" or the "**Bank**") agreeing to provide the Open Application Programming Interface Service ("**Open API Service**") and the Third Party Service Provider Consent Management Service ("**Consent Management Service**", together with "**Open API Service**", are collectively referred to as the "**Services**") through the Bank's Open API Webpage, Corporate Cyberbanking, Mobile App (for Corporate Cyberbanking) or other electronic delivery channels as announced by BEA from time to time, I/we (the "**Customer**") understand and hereby agree that by using any of the Services, the following terms and conditions (as amended from time to time by the Bank) ("**these Terms and Conditions**"), together with the Terms and Conditions of Corporate Cyberbanking and BEA Corporate Online Services and The Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement of the Bank ("PICS"), shall be binding on the Customer. In the event of any conflict between these Terms and Conditions and the Terms and Conditions for Corporate Cyberbanking and BEA Corporate Online Services, these Terms and Conditions shall apply and prevail insofar as the Services are concerned.

1. Open Application Programming Interface Service

- (a) Open API Service allows third party service providers ("**TSP**") to access the Customer's account information, such as account availability, account status, account balance and transaction details. By using the Open API Service, the Customer can check his/her own bank account information through the website or mobile applications of or provided by the TSP.
- (b) The Bank will not share with or transfer to TSP the account information of the Customer without his or her consent given in accordance with these Terms and Conditions. All account information to be shared and provided under the Open API Service will not be sold to other parties and will not be used for marketing purposes.
- (c) By proceeding further to use the Consent Management Service after being redirected from the TSP, the Customer shall be deemed to have read and accepted the terms and conditions governing the TSP's platform and agreed to be bound by them.

2. Third Party Service Provider Consent Management Service

- (a) In order to use the Consent Management Service, the Customer must be an Authorised Person of Corporate Cyberbanking and shall at all times follow the authentication procedures of the Services as prescribed by the Bank from time to time.
- (b) The Customer may apply the Services to all or any designated account(s) linked with any one of the Related Accounts and Associated Accounts (as respectively defined in the Terms and Conditions for Corporate Cyberbanking and BEA Corporate Online Services) of Corporate Cyberbanking account maintained with the Bank, including current account, savings account, all-in-one account or any account as prescribed by the Bank from time to time.

3. Grant Consent

The Customer may log into the TSP website or mobile app and select the Bank to initiate the grant consent request. Upon selection, the TSP may display the consent details including purpose for which the data are to be accessed, types of data to be accessed and consent expiry date. The Customer shall review the consent details and select to grant consent to the TSP. The Customer may then be redirected from the TSP's website or mobile app to the Bank's Open API Webpage.

The Customer has to log into Corporate Cyberbanking through the Bank's Open API Webpage by

completing the authentication procedure of the Consent Management Service as prescribed by the Bank from time to time.

The Customer may select all or designated a list of the available accounts with consent details. The Customer should review the details of consent information including but not limited to the TSP name, consent expiry date, renewal of consent and select the account(s) for which consent will be granted. The Customer should also read, confirm and acknowledge these Terms and Conditions for Open Application Programming Interface Service and Third Party Service Provider Consent Management Service and The Personal Data (Privacy) Ordinance - Personal Information Collection (Customers) Statement of the Bank before confirming to grant the Consent.

The Customer will be logged out from Corporate Cyberbanking from the Bank's Open API Webpage and redirected to the TSP's website or mobile app in order to complete the grant consent action. Upon completion, the Bank will notify the Customer the grant consent details through SMS, email or the notification channel as prescribed by the Bank from time to time.

4. Renew Consent

The Customer has to pay attention to the renewal notification from TSP and act accordingly. Otherwise, the TSP will not be able to access the Customer's account information when the consent expires. Also, the Bank bears no liability for any loss or damage arising out of or resulting from the suspension of the TSP services.

The Customer may log into the TSP website or mobile app and the TSP may notify the Customer for renewal of Consent on or before the expiry date. The TSP may display the designated bank account consent details including purpose for which the data are to be accessed, types of data to be accessed and consent expiry date. The Customer should review the consent details and select for renewal of consent to the TSP. The Customer may then be redirected from the TSP's website or mobile app to the Bank's Open API Webpage.

The Customer has to log into Corporate Cyberbanking through the Bank's Open API Webpage by completing the authentication procedure of the Consent Management Service as prescribed by the Bank from time to time.

In the event that the consent is renewed, the Customer will be logged out from Corporate Cyberbanking from the Bank's Open API Webpage and redirected to the TSP's website or mobile app in order to complete the renewal process. Upon completion, the Bank will notify the Customer the renewed consent details through SMS, email or notification channel as prescribed by the Bank from time to time.

5. Revoke Consent

The Customer may log into the TSP website or mobile app or the channels provided/prescribed by the TSP to revoke the consent and select the Bank to initiate the revoke consent request. Upon selection, the TSP may display the consent details including purpose for which the data are to be accessed, types of data to be accessed and consent expiry date. The Customer should first review the consent details before confirming the revocation of the consent to the TSP.

In the event that the consent is revoked through the above channel, the Bank will notify the Customer of the revocation through the email or notification channel as prescribed by the Bank from time to time.

The customer data to which the consent relates will not be shared with the TSP after the relevant consent has been revoked by the Customer through the above channel, or in case when the Corporate Cyberbanking account or its linked account has been closed by the Customer and the collaboration or business relationship with TSP has been terminated. The Customer should contact the TSP directly to

understand the implications of revoking the consent including the handling of historical customer data, data retention period, data retention purpose and the handling process when data is no longer required. The Bank bears no liability of any loss arising out of or resulting from the suspension of the service by TSPs.

6. Liabilities and Indemnity

6.1 The Customer accepts that the Services may be subject to various information technology risks or force majeure events beyond the Bank's control, including but not limited to:

- (a) inaccuracy, interruption, interception, mutilation, disruption, unavailability, delay or failure relating to data transmission, communication network or internet connection;
- (b) unauthorised access by other persons (including hackers);
- (c) damage to the Customer's equipment, devices or facilities caused by virus, other contaminating or destructive properties or by any reasons whatsoever;
- (d) malfunction, breakdown or inadequacy of equipment, installation or facilities; or
- (e) failure to provide the Services by the Bank due to strikes, power failures, change in law, rules or regulations or other calamity.

6.2 The Bank and its subsidiaries, affiliates, agents, officers and employees shall not be liable for the occurrence of any of the events as described in Clause 6.1 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 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 the Services. The Bank's liability (if any) to the Customer for loss in relation to the provision of the Services shall only be limited to the reasonably foreseeable damages sustained by the Customer.

6.3 The Services are provided upon Customer's request 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 Customer's equipment, devices or facilities. The Bank shall not be responsible for any loss suffered by the Customer or any third party as a result of the access or use of the Services by the Customer.

6.4 The Bank shall not assume any responsibility or obligation for any error due to the failure of the Customer to provide or input sufficient or accurate data and his/her failure to update the mobile phone number(s), email address or other information which result in the relevant transaction failing to be materialized or effected through the Service.

6.5 The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of the Services or in relation to the processing of or any other request relating to the Services. Without prejudice to the foregoing, the Customer understands and acknowledges the acceptance by the Bank of his/her submission of a request through use of the Services does not amount to a representation or warranty by the Bank:

- (a) The Service will meet the Customer's requirements;
- (b) The Services will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
- (c) the use of the Services or the Bank's processing of any request will be uninterrupted timely, secure or free of any virus or error.

6.6 Save and except due to the negligence or wilful default of the Bank, the Bank shall not be liable and the Customer agrees to indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on any indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the Services, whether or not arising from or in connection with and including but not limited to the following:

- (a) any improper or unauthorized use of the Services;
- (b) any act or omission by any relevant internet service provider;
- (c) any delay or failure in any transmission, dispatch or communication facilities;
- (d) any access (or inability or delay in accessing) and/or use of the Services or the relevant software; or
- (e) any breach of warranty under any provision of these Terms and Conditions.

6.7 The Bank shall be entitled to exercise any of its rights and remedies under these Terms and Conditions (including the right to withdraw, restrict, suspend, vary or modify the Services and/or other software (whether in whole or in part).

6.8 Under no circumstances shall the Bank be liable to the Customer for the marketing materials post on the TSP's website or mobile app. The products and services provided by TSP are not owned, controlled or affiliated with the Bank. The Customer will bear all the risks of using the TSP's website or mobile app. The Bank is not responsible for the contents therein and/or the Customer's use of them.

7. Suspension and Termination

7.1 The Bank has the absolute discretion at any time as it deems fit to modify, cancel, suspend or terminate the Services without giving any reason and without prior notice to the Customer. If the Services are 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 in connection with such cancellation, suspension or unavailability.

7.2 Without prejudice to Clauses 7.1, the Customer acknowledges that the Bank shall be entitled to terminate the Services 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 the Services or any elements thereof;
- (b) the Customer commits any breach of or omits to observe any obligations under these Terms which, in the sole opinion of the Bank, amounts to a breach or default on the part of the Customer.

- 7.3 The Customer agrees and acknowledges that registration and uses for the Services 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 the Services in the future. The Customer shall be solely responsible for any fees or charges that may be incurred in connection with the use of the Services (including but not limited to any charges imposed by the TSP).

8. Amendments

The Bank may revise any provisions contained in these Terms and Conditions and/or introduce additional provisions to these Terms and Conditions at any time and from time to time after giving such reasonable notice as may be required by the applicable code of practice or code of conduct. Such revision and/or additions thereto shall become effective and shall be deemed to have been accepted by, and binding on the Customer if the Customer continues to use the Open API Service and the Consent Management Service.

9. Third Parties Rights

No person other than the Customer or the Bank 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 these Terms and Conditions.

10. Governing Law and Jurisdiction

The Terms and Conditions 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"). The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims arising out of the above and in connection with these Terms and Conditions.

11. Governing Version

The Chinese version of the Terms and Conditions is for reference only. If there is any conflict and/or inconsistency between the English and the Chinese versions, the English version shall prevail.