

### **Terms and Conditions of the "Cash in Hand" Programme**

1. The "Cash in Hand" Programme (the "Programme") is only applicable to principal holders of a BEA Credit Card (the "Cardholder"). The BEA Corporate Card, Dual Currency Credit Card (Renminbi Account) and all supplementary cards are excluded.
2. The minimum "Cash in Hand" amount is HK\$3,000. The amount applied for should be a multiple of HK\$100.
3. The Bank of East Asia, Limited ("BEA" or "the Bank") may use information from any credit reference agency(ies) ("CRA(s)") to compare against the data provided by the Cardholder for credit checking and BEA may verify the data provided by the Cardholder by making use of the information provided by CRA(s). BEA will also share the Cardholder's Consumer Credit Data with all Selected CRAs under the Multiple Credit Reference Agencies Model. **The BEA customer service representative will contact the Cardholder within 7 working days to reconfirm the relevant application if there has been an adjustment in the final approved "Cash in Hand" amount and the monthly flat rate.**
4. The Cardholder will not gain any Bonus Points, other promotion Cash Rebates, Rewards or Benefit schemes from this Programme.
5. **The Cardholder will pay the personalised preferential monthly interest amount and/or a one-off handling fee ("handling fee") (as applicable). The said fee will depend on the instalment amount, repayment period and the credit card account status. Each instalment is equal to the full "Cash in Hand" amount divided by the selected repayment period plus interest and will be charged to the Cardholder's BEA Credit Card account (the "Designated Account") each month. BEA may at its discretion determine the amount of the one-off handling fee, dependent on the designated promotional programme. The handling fee will be debited from the Designated Account together with the first instalment.**
6. Your application for the Loan, either in writing, by telephone, or via the Internet, will be deemed to represent your acceptance of the Terms and Conditions. We may (but shall not be obliged to) record all communications between you and us, including but not limited to all telephone conversations and instructions given by you to us, in writing and/or by tape recording and/or any other methods as we may determine from time to time. You hereby acknowledge and agree to our practice of recording relevant conversations. Our record of such communications and instructions given by you to us may be retained by us for such period as we deem appropriate. Our record shall be conclusive and binding on you.
7. The 7-Day Cooling-off Period is applicable to customers who have successfully applied for the Programme and who — within 7 calendar days after the first instalment post date of the Instalment Credit/ Credit Cash amount — personally call the BEA Credit Card customer service hotline to submit a prepayment application and repay in full the outstanding Instalment Credit/ Credit Cash amount. For such successful applicants, BEA may at its sole discretion decide to waive the prepayment fee. Under this Programme, any customer can only apply once for a 7-Day Cooling-off Period.
8. The "Cash in Hand" amount and any applicable interest, handling fee and/or charge will be deducted from the credit limit of the Designated Account. The available credit limit will increase automatically with each monthly repayment.
9. The "Cash in Hand" amount will be credited to the Cardholder's designated BEA HKD savings/current account in 2 working days or to the Cardholder's designated HKD savings/current account maintained with another bank in 3 working days from the approval date. The Cardholder shall be responsible for any handling fee or other related charge resulting from the provision of an invalid account number or an inter-bank transfer transaction. The Cardholder should contact the relevant bank(s) for details.
10. **BEA will treat each instalment and/or handling fee (as applicable) as a retail purchase transaction. It will be (i) charged to the Designated Account as retail purchase transaction and (ii) equally subject to the terms and conditions of the BEA Credit Cardholder Agreement**

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- (Personal Account) (the "Cardholder Agreement") (including but not limited to any interest, handling fee and/or charge calculation).**
11. **A late charge and/or finance charges as specified in the Cardholder Agreement and the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services (the "Key Facts Statement/Schedule of Fees & Charges") will apply if the minimum payment due or the statement balance shown on the statement of the Designated Account (the "Statement") is not paid in full on or before the payment due date specified on the Statement. The Key Facts Statement/Schedule of Fees & Charges is subject to change from time to time at the discretion of BEA and the latest version of such document is available on request from any of BEA branches or BEA Customer Services Hotline (3608 6628) or by accessing BEA website > Credit Cards > Useful Info > Terms and Conditions / Schedule of Fees and Charges > Key Facts Statement/Schedule of Fees and Charges > BEA Credit Card and Supplementary Card.**
  12. In addition to any general right to offset or other rights provided to BEA by law or any other agreement, BEA may at any time and without prior notice, combine or consolidate the outstanding balance on the Cardholder's Card Account with any other account which the Cardholder maintains with BEA (whether deposit, loan or of any other nature whatsoever, and regardless whether subject to notice or not) or with any deposit(s) held by such Cardholder and offset or transfer any sum standing to the credit of such other account in or outside Hong Kong in or towards discharge of the Cardholder's liability to BEA under the Cardholder Agreement.
  13. The Programme cannot be cancelled once the "Cash in Hand" amount has been disbursed to the designated account. **If the Cardholder wishes to make an early repayment, he/she must give BEA prior written notice not less than 7 working days before the payment due date specified on the Statement. Upon receipt of an early repayment notice, BEA will charge the remaining unpaid "Cash in Hand" amount, all interest, and any applicable handling fee together with a prepayment fee of 1% on the original "Cash in Hand" amount (with a minimum amount of HK\$300) for each early repayment request.**
  14. In accordance with the Code of Practice on Consumer Credit Data, BEA may have received and reviewed credit report(s) on the Cardholder from CRA(s) when processing an application for the Programme. If the Cardholder would like to obtain a copy of their credit report(s), they should contact the Bank so that it can give them the contact details of CRA(s).
  15. The remuneration of the Bank's sales staff (including direct sales staff and authorised agents) is not solely based on their financial performance, but also according to a range of other factors, including their adherence to best practices and their dedication to serving customers' interests.
  16. Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

#### **General Terms and Conditions**

1. BEA reserves the sole right to approve or decline any application and to determine the "Cash in Hand" amount without the obligation of providing reasons.
2. BEA reserves the right to alter and amend the terms and conditions from time to time with prior notice to the Cardholder in any manner BEA deems appropriate. In addition, BEA reserves the right to demand immediate payment of the outstanding unpaid "Cash in Hand" amount and all interest and other related fees and/or charges forthwith.
3. The Cardholder may only apply for the Programme by telephone or online. Once the Cardholder's application has been approved by BEA, he/she shall be deemed to have accepted all terms and conditions of the Programme in conjunction with all terms and conditions of the Cardholder Agreement.
4. No person other than the Cardholder 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 the terms and conditions.

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5. These Terms and Conditions shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

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