

### Welcome Offer Terms and Conditions

1. To qualify for the 48,000 Bonus Points (equivalent to 6,000 miles), which includes 14,400 Bonus Points (equivalent to 1,800 miles) from the BEA Mileage Reward, the cardholder is required to spend HK\$9,000 with the new BEA Flyer World MasterCard on local/overseas retail spending within 2 months from the date of card issuance (the "Spending Period"). A welcome offer of 33,600 Bonus Points (equivalent to 4,200 miles) will be credited to the principal cardholder's account 15 working days after the cardholder has fulfilled the spending requirement. The cardholder is required to convert his/her Bonus Points to miles by himself/herself.
2. Spending of the supplementary card will be combined with the spending made by the relevant principal card. Card spending excludes cash advances, "Cash in Hand" loan amounts, "Cash in Hand" and cash advance handling and administration fees and interest, Octopus Automatic Add Value Service, casino transactions, foreign exchange, finance charges, cancelled transactions, late charges, credit card annual fees, online/ATM bill payments, tax payments, and any other transactions as determined by BEA from time to time. The cardholder's entitlement to the welcome offer will be forfeited if he/she is unable to achieve the spending requirement within the Spending Period.

### Special Mileage Reward Terms and Conditions

1. "New auto-payroll customers" refers to customers who (i) register their individual BEA all-in-one account including the SupremeGold Account, Supreme Account, and i-Account (the "Payroll Account") for the auto-payroll service provided by BEA during the promotional period; (ii) authorise their employer to disburse their salary via automated payroll payment into their Payroll Account; and (iii) start receiving their monthly salary of HK\$10,000 or above for every month via automated payroll payment into their Payroll Account in the registration month or the following month. Existing auto-payroll customers, or customers who have used BEA's auto-payroll service or received a reward in a BEA auto-payroll promotion at any time during the 12 months prior to the date of registration will not be regarded as new auto-payroll customers.
2. New auto-payroll customers can enjoy an extra 0.4X Bonus Points on the first HK\$30,000 of eligible spending in any one month during the first 12 calendar months from the date of card issuance. Customers who discontinue using BEA's auto-payroll service during the first 12 calendar months from the date of card issuance will no longer be regarded as new auto-payroll customers as of the last month of payroll transaction, and will not be considered as new auto-payroll customers even if a subsequent payroll transaction is made.
3. Other customers can enjoy an extra 0.4X Bonus Points for eligible spending totalling HK\$15,001 to HK\$30,000 in any one month during the first 12 calendar months from the date of card issuance.
4. Further terms and conditions apply. Please refer to the auto-payroll promotion leaflet or visit [www.hkbea.com/auto-payroll](http://www.hkbea.com/auto-payroll) for details.

### General Terms and Conditions

1. The welcome offer and special mileage reward are only available to customers who have not held a principal BEA Credit Card (excluding the BEA Corporate Card and all co-branded/affinity cards and supplementary cards) in the 6 months prior to the application submission date.
2. Each principal card and any related supplementary cards will be treated as one eligible account when calculating transactions and extra Bonus Points. Transactions made using different eligible accounts cannot be transferred/combined.
3. All transactions are counted based on the transaction date.
4. Eligible overseas transactions include: (i) retail transactions made outside of Hong Kong and posted in any currency other than Hong Kong dollars, and (ii) transactions settled in Hong Kong dollars under Dynamic Currency Conversion.
5. Transaction eligibility shall be determined at the sole and absolute discretion of BEA.
6. To calculate the cardholder's spending, eligible overseas transactions that are made outside of Hong Kong and are posted in any currency other than Hong Kong dollars will be converted into Hong Kong dollars together with the relevant foreign currency transaction fee (if applicable) at the exchange rate of MasterCard Asia/Pacific (Hong Kong) Limited as on the day of conversion.
7. A computer system will be used to calculate the transactions and Bonus Points. The records of BEA shall be final and conclusive. The Bonus Points cannot be converted into cash and are not transferrable.
8. Un-posted/cancelled/refunded transactions and transactions that are found fraudulent or eventually cancelled/refunded will be considered ineligible.
9. If a transaction proves to be ineligible, BEA shall be entitled to charge an amount equivalent to the Bonus Points amount (at a conversion rate of HK\$1 for every 200 Bonus Points, rounded up to the nearest Hong Kong dollar) directly from the cardholder's account.
10. The cardholder's account must be valid during the promotional period and at the time the welcome offer/Bonus Points is given.
11. If the cardholder cancels his/her principal BEA Flyer World MasterCard within 12 months from the date of opening the account, a welcome offer administration fee of HK\$500 will be charged to the relevant account without prior notice.
12. BEA reserves the right to vary or cancel this promotion and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.
13. Please visit the BEA website for offer details and terms and conditions.
14. 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 BEA Credit Cardholder Agreement (Personal Account).

### **Bonus Points Rewards Terms and Conditions**

1. The Bonus Points Rewards is only applicable to the cardholders of BEA Flyer World MasterCard (the "Cardholders").
2. The 1.6X Bonus Points include the basic 1X Bonus Points.
3. Each principal card account and related supplementary card account(s) will be treated as one eligible account when calculating transactions and Bonus Points.
4. Transactions made by different card accounts held by the same Cardholder cannot be transferred or combined.
5. The monthly extra Bonus Points will be credited to the principal card account of the Cardholder between the 8<sup>th</sup> and the 15<sup>th</sup> of the next month and will appear on the related statement.
6. A computer system will be used to calculate transactions/Bonus Points. The records of The Bank of East Asia, Limited ("BEA") shall be final and conclusive.
7. The Cardholder's eligible account must be valid during the promotional period and at the time the Bonus Points are given. The Bonus Points earned are not transferrable.
8. Un-posted/cancelled/refunded transactions and transactions that are found fraudulent or eventually cancelled/refunded will be considered as ineligible transactions.
9. If a transaction proves to be ineligible, BEA shall be entitled to debit an amount equal to the value of the relevant Bonus Points from the Cardholder's account. The conversion rate for charging back Bonus Points is HK\$1 for every 200 Bonus Points (rounded up to the nearest Hong Kong dollar).
10. BEA reserves the sole right to vary or cancel the promotion and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.

### **U Care Medical Check-up Offer Terms and Conditions**

1. The U Care medical check-up offer is valid from 1<sup>st</sup> January, 2016 to 31<sup>st</sup> December, 2016.
2. Each Cardholder is entitled to unlimited enrolment each year at a special rate.
3. This programme has been arranged by The Bank of East Asia, Limited ("BEA") for BEA Flyer World MasterCard Cardholders in cooperation with U Care Hong Kong Medical Limited, which has appointed Blue Care Medical Centre ("Blue Care") as the medical service provider.
4. Appointment is required, which will be accepted on a first come, first served basis. The cardholder must settle all payments in full with a BEA Flyer World MasterCard.
5. The offer is non-refundable and non-endorsable.
6. No withdrawal or changes may be made after reservation.
7. For medical check-up plan enquiry and appointment, please contact Blue Care Medical Centre directly.

### **Hong Kong Jockey Club Visitor Box Reservation Terms and Conditions**

1. The offer is valid from 6<sup>th</sup> September, 2015 to 10<sup>th</sup> July, 2016.
2. The offer includes admission badges, a shared buffet, and unlimited beverages (spirits, selected wines, beer, mineral water, soft drinks, and fruit juice).
3. Each party at the Happy Valley Racecourse Visitor Box must consist of at least 4 persons. Each party at the Sha Tin Racecourse Visitor Box must consist of at least 4 persons.
4. The 10% service charge will be waived. Additional charges will apply for reservations made for special racing days as determined by the Hong Kong Jockey Club.
5. After a reservation is confirmed, the Cardholder shall irrevocably authorise the Hong Kong Jockey Club to charge the amount to his/her BEA Flyer World MasterCard account.
6. No cancellation or refund is allowed once a reservation is confirmed. A 10% service charge will be levied on any additional food and beverage items/arrangements not included in the standard package.
7. Cardholders must present the confirmation letter and the registered BEA Flyer World MasterCard as proof of purchase when collecting admission badges. Admission badges should be collected at Entrance B (Happy Valley Racecourse) or the Members Main Entrance/Gate 7 of the Grandstand Car Park (Sha Tin Racecourse).
8. Minimum dress standard: For men, blue denim jeans, T-shirts, tracksuits, shirts, sport shirts with collars, turtle-necks and shoes for sports activities are acceptable. Ladies are required to dress to a comparable standard. Singlets, shorts and flip-flops are not accepted.
9. All guests are required to wear admission badges prominently and comply with the rules and regulations of The Hong Kong Jockey Club throughout the race meeting; otherwise, Hong Kong Jockey Club security staff will not allow any guests to enter the racecourse.
10. All guest must be aged 18 or above.
11. Mobile phones must be switched to silent or vibration mode before entering the racecourse.
12. Please call the Hong Kong Jockey Club for Visitor Box charges and details.

### **General Terms and Conditions**

1. These offers are applicable to holders of a BEA Flyer World MasterCard (the "Cardholder").
2. Reservations will be accepted on a first-come, first-served basis. The Cardholder must settle all payments in full with a BEA Flyer World MasterCard.
3. The offers are non-redeemable and non-transferable, and cannot be enjoyed in conjunction with any other promotional offers, discounts, membership programmes, or VIP programmes offered by the participating merchants (the "Merchants").
4. The offers are bound by the respective terms and conditions of the Merchants.
5. BEA makes no representation or guarantee as to the quality and availability of the products, services, or information provided by the Merchants. BEA shall not be liable for any matters arising from or in connection with the products, services, or information provided by the merchants. Cardholders should direct any queries or complaints to the relevant Merchant.
6. BEA and the Merchants reserve the sole right to vary or cancel the offers and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA and the Merchants shall be final and conclusive.

## Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services

Effective date: 2<sup>nd</sup> December, 2015

Interest Rates and Interest Charges		
<b>Finance Charge for Retail Purchase [Annualised Percentage Rate ("APR")]</b>	<b>35.75%</b> (monthly rate at 2.58%) when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.	
<b>Finance Charge for Cash Advance (APR)</b>	<b>38.07%</b> (monthly rate at 2.58%) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.	
<b>Default Finance Charge for Retail Purchase (APR)</b>	<b>41.25%</b> (monthly rate at 2.92%) will be applied to your account if you fail to settle the minimum payment due as specified on the Statement on or before the payment due date for 2 consecutive months. The default finance charge will supersede the finance charge for the next Statement period.	
<b>Default Finance Charge for Cash Advance (APR)</b>	<b>43.88%</b> (monthly rate at 2.92%) will be applied to your account if you fail to settle the minimum payment due as specified on the Statement on or before the payment due date for 2 consecutive months. The default finance charge will supersede the finance charge for the next Statement period.	
<b>Interest Free Period</b>	Up to <b>56</b> days	
<b>Minimum Payment Due<sup>2</sup></b>	All interest, fees and charges including annual fees that may be charged, plus 1% of outstanding principal (minimum: HK\$/CNY50), plus any outstanding minimum payment due and over credit limit amount.	
Fees		
<b>Annual Fee<sup>3</sup> (per card)</b>	<b>Principal Card</b>	<b>Supplementary Card</b>
- Classic Card	<b>HK\$300</b>	<b>HK\$150</b>
- Gold Card	<b>HK\$600</b>	<b>HK\$300</b>
- Titanium Card	<b>HK\$600</b>	<b>HK\$300</b>
- PLATINUM Card	<b>HK\$1,500</b>	<b>HK\$800</b>
- JCB PLATINUM Card	<b>HK\$800</b>	<b>HK\$400</b>
- UnionPay Dual Currency PLATINUM Credit Card	<b>HK\$600</b>	<b>HK\$300</b>
- Flyer World MasterCard	<b>HK\$1,800</b>	<b>HK\$900</b>
- World MasterCard	<b>HK\$3,000</b>	<b>HK\$1,500</b>
- Corporate Card	<b>HK\$600</b>	Not applicable
- i-Pay	<b>HK\$300</b>	<b>HK\$300</b>
<b>Cash Advance Fee<sup>2,4</sup></b> (applicable to cash advance and fund transfer to other BEA accounts)	<b>4%</b> of the Transaction Amount + <b>HK\$/CNY20</b> per transaction (minimum: HK\$/CNY100)	
<b>Foreign Currency Transaction Fee<sup>5</sup></b>	<ul style="list-style-type: none"> <li>• <b>1.95%</b> per transaction amount for non-Hong Kong dollar transactions made in or outside of Hong Kong (inclusive of a fee charged by Visa/MasterCard/JCB to the Bank, if applicable).</li> <li>• Foreign currency transactions will be converted into Hong Kong dollars at the Visa/MasterCard/JCB exchange rate on the day each transaction is processed, and will include a service charge levied by BEA. The exchange rate is determined on the date that the transaction is processed by Visa/MasterCard/JCB, which may be different from the actual transaction date and therefore subject to market fluctuation.</li> </ul>	
<b>Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• BEA 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".</li> </ul>	
<b>Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong<sup>6</sup></b>	<b>0.8%</b> per transaction amount for Hong Kong dollar transactions made outside of Hong Kong or with any merchant not registered in Hong Kong (e.g. internet transaction). This fee is charged by Visa/MasterCard.	
<b>Late Charge<sup>2</sup></b>	<b>HK\$/CNY250</b> or the Minimum Payment Due, whichever is lower.	
<b>Over Credit Limit Fee<sup>2</sup></b>	<b>HK\$/CNY200</b> per statement cycle	
<b>Returned Cheque Fee/Autopay Reject Fee<sup>2,7</sup></b>	<b>HK\$/CNY150</b> each time	
<b>Replacement Card Fee</b>	<b>HK\$120</b> each time	
<b>Replacement i-Pay Fee</b>	<b>HK\$120</b> each time	
<b>Chargeback Handling Fee<sup>2,8</sup></b>	<b>HK\$/CNY150</b>	

<b>Charge for Over-the-counter Payment<sup>5,9</sup></b>	<b>HK\$40</b> each transaction per credit card
<b>Bill Settlement Handling Fee</b> (applicable to Banking & Credit Card Services, Credit/Financial Services, and Securities Trading)	<b>4%</b> of the Payment Amount + <b>HK\$20</b> per transaction (minimum: HK\$100)
<b>Courier Service Fees</b> - Local - Overseas - Returned Overseas Courier For Unsuccessful Deliveries	- Not applicable - <b>HK\$300</b> - <b>HK\$300</b>
<b>Additional Statement Copy</b>	<b>HK\$50</b> per copy
<b>Additional Copy of Sales Draft/ Cash Disbursement Draft</b>	<b>HK\$50</b> per copy
<b>Issuance of Confirmation Letter</b>	<b>HK\$200</b> per letter
<b>Credit Balance Refund Handling Fee<sup>2</sup></b>	<b>HK\$/CNY50</b> each time

**Remarks:**

1. The APR is calculated according to the Net Present Value ("NPV") Method as specified in the Code of Banking Practice. The APR for cash advances is inclusive of the Cash Advance Fee.
2. Fees and charges for the BEA UnionPay Dual Currency PLATINUM Credit Card will be levied to the HKD and RMB accounts separately. Payments for the HKD and RMB account will be denominated in HKD and CNY respectively.
3. A perpetual annual fee waiver will be granted to principal cardholders who maintain a designated BEA account in good standing (designated accounts include all deposit accounts, mortgage loans, consumer loans, and MPF accounts). The annual fee waiver will also apply to all relevant supplementary cards.
4. If a cash advance is made in Mainland China using the BEA UnionPay Dual Currency PLATINUM Credit Card, the transaction and Cash Advance Fee will be settled in CNY and posted to the RMB account of BEA UnionPay Dual Currency PLATINUM Credit Card.
5. This fee is not applicable to the BEA UnionPay Dual Currency PLATINUM Credit Card.
6. This fee is not applicable to the BEA UnionPay Dual Currency PLATINUM Credit Card and BEA JCB PLATINUM Card.
7. If the Late Charge is posted to the BEA Credit Card account, the Returned Cheque Fee/Autopay Reject Fee for the same Statement Cycle will not be levied.
8. A Chargeback Handling Fee will be levied if it is finally proved that the Cardholder is liable for the disputed transaction.
9. The charge will be shown on the next credit card statement. BEA World MasterCard Cardholder is entitled to a waiver of this fee item.

The above-mentioned fees and charges and other charges to be imposed in the future (if any) are subject to variations or amendments at BEA's discretion from time to time. Such variations or amendments will be notified by BEA to the Cardholder in any manner BEA deems fit and will become effective pursuant to the relevant terms and conditions of the BEA Credit Cardholder Agreement.

## Summary of Major Terms & Conditions of the BEA Credit Cardholder Agreement (Personal Account) (the “Agreement”)

The Bank of East Asia, Limited (“BEA”) has outlined significant terms and conditions of the Agreement as follows for your particular attention and reference. Please note that the below summarised terms and conditions are for your reference only and you must read the FULL VERSION of the Agreement governing the use of the BEA Credit Card (the “Card”).

The full version of the Agreement is available at any BEA branch and BEA’s website ([www.hkbea.com](http://www.hkbea.com)). Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

1. Upon receipt of the Card, you must activate it immediately. The Card is not transferable, and only you may use it. You must safeguard the Card under your personal control and the Personal Identification Number (PIN) and must not disclose the PIN and the Card account number to any other person.

If you use other services or facilities in connection with the Card (such as ATM or Cyberbanking), you shall be subject to the terms and conditions for such services or facilities.

2. You must notify BEA immediately of any loss, theft, or disclosure of the PIN to a third party or the loss or theft of the Card as soon as you become aware of such loss, theft or disclosure.
3. Your liability of all losses incurred for any unauthorised transaction(s) before notifying BEA shall not exceed HK\$500 or such other amount pursuant to the applicable laws, regulations, or code of practice if there is no fraud nor gross negligence on your part, and you have not provided the Card or the PIN to a third party. Such maximum liability will not cover cash advances, and you shall remain fully liable for any cash advances effected with the use of the PIN. You shall be liable in full without limit for all transactions effected by the use of the Card (whether or not authorised by you) if you fail to fulfil the obligations as set out in this Clause and Clauses 1 and 2 above.
4. The credit limit specified by BEA represents the total amount of credit limit granted to you (including both principal and supplementary cardholder(s), if applicable). You must observe the credit limit assigned to the Card and BEA reserves the right to adjust the credit limit at any time by giving you appropriate notice. You may not use the Card for any transaction that BEA believes or suspects to be directly or indirectly related to gambling or illegal activities.
5. BEA shall not be responsible if the Card is not honoured at any merchant outlets for any reason nor be responsible in any way for any goods or services supplied by the merchants. You must resolve any complaint with the merchant concerned and the existence of any claim or dispute between two of you will not relieve your obligation to settle any sum outstanding to BEA.
6. You must notify BEA of any unauthorised transaction(s) shown on your Card’s statement within 60 days from the statement date, failing which, the statement shall be regarded as conclusive.
7. If you use the Card to make auto-payments and the Card has been lost, stolen or terminated, you must immediately inform the merchant(s) concerned to change and/or terminate these auto-payment arrangements. Otherwise, you shall be liable for the full amount of all charges, losses, damages or expenses incurred as a result of your failure to do so.
8. Any foreign currency transaction will be converted into Hong Kong dollars at the card associations’ (e.g. Visa, MasterCard, JCB, etc.) exchange rate on the date when the transaction is processed by the card associations (e.g. Visa, MasterCard, JCB, etc.), plus a service fee as specified in the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services levied by BEA. However, for BEA UnionPay Dual Currency PLATINUM Credit Card, card transaction in Hong Kong dollars will be posted to Hong Kong dollar account while transactions in any currency other than Hong Kong dollar or Renminbi will be converted into Hong Kong dollars based on the exchange rate determined by UnionPay on the date when the transaction is processed and posted to Hong Kong dollar account.

Due to the settlement arrangement, some card transactions in Renminbi made by a BEA UnionPay Dual Currency PLATINUM Credit Card may be posted to the Hong Kong dollar account if such card transactions are processed by the merchants or financial institutions in Hong Kong dollars, including but not limited to charges incurred through cash advances in Renminbi effected via JETCO ATMs. Apart from the aforesaid circumstances, all the charges denominated in Renminbi that you incur in your card transactions will be posted to the Renminbi account.

9. By using the Card, you must pay all applicable charges and handling fees as specified in the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services for any service associated with it.

You must repay the outstanding balance on time to avoid payment of interests and applicable charges.

In respect of a BEA UnionPay Dual Currency PLATINUM Credit Card, you must make payments for the Hong Kong dollar account and Renminbi account respectively. BEA will not automatically credit the amount of any excess payment that you make towards settling the Hong Kong dollar account to settle the outstanding balance of the Renminbi account, or vice versa.

If you fail to pay any outstanding amount to BEA when due, you shall be responsible for all costs and expenses incurred by BEA in enforcing the terms and conditions and recovering any sum you owe to BEA.

10. Subject to Clause 11 below, if you (as a principal cardholder or supplementary cardholder) owe BEA any money on your Card account, BEA may at any time without prior notice set-off, apply or transfer money from the credit balance in your other accounts maintained with BEA to discharge your liability and to settle such money owing to BEA.
11. While the principal cardholder shall be held liable for all liabilities and amounts owed through the use of the principal card and all supplementary card(s) to BEA, the supplementary cardholder shall only be liable for all liabilities and amounts attributable to the use of his/her card only.
12. Whereas BEA may cancel the Card at any time, you may at any time terminate the use of the Card by returning it and all relevant supplementary card(s) to any BEA branch in person. You (as principal cardholder) or the supplementary cardholder(s) may terminate the use of a supplementary card by returning it to any BEA branch in person.  
You (as principal cardholder) shall be responsible and liable for the use of the Card and any supplementary card(s) until they are terminated and returned to BEA.
13. BEA reserves the right to alter and amend the terms and conditions as contained in the Agreement subject to a prior notice of not less than 60 days. By continuing to use the Card after the effective date of the changes, you (and the supplementary cardholder, if applicable) shall be deemed to have accepted and agreed to such changes which shall apply to all outstanding balances of the Card account unless the Card is returned to BEA for cancellation prior to the date such changes shall have effect.

**The Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement**

In compliance with the Personal Data (Privacy) Ordinance (“the Ordinance”), The Bank of East Asia, Limited (“the Bank”) would like to inform you of the following:

- (1) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and other financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking and other financial services.
- (3) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money or generally communicate verbally or in writing with the Bank, by means of documentation or telephone recording system as the case may be.
- (4) The purposes for which data relating to a customer may be used are as follows:
  - (i) the daily operation of the services and credit facilities provided to customers;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (iii) creating and maintaining the Bank’s credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of customers;
  - (vi) designing financial services or related products for customers’ use;
  - (vii) marketing services, products and other subjects (please see further details in paragraph (7) below);
  - (viii) verifying the data/information provided by any other customer or third party;
  - (ix) determining amounts owed to or by customers;
  - (x) collection of amounts outstanding from customers and those providing security for customers’ obligations;
  - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
    - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
  - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (xiv) purposes relating thereto.
- (5) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4) above:-
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (v) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
  - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank’s rights in respect of the customer; and
  - (vii)
    - (a) the Bank’s group companies;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty, co-branding and privileges programme providers;
    - (d) co-branding partners of the Bank and the Bank’s group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - (e) charitable or non-profit making organisations; and
    - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (4)(vii) above.

Such information may be transferred to a place outside Hong Kong.
- (6) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer’s sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
  - (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer’s sole name or in joint names with others);
  - (iii) Hong Kong Identity Card Number or travel document number;
  - (iv) date of birth;
  - (v) correspondence address;
  - (vi) mortgage account number in respect of each mortgage;



- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

**(7) USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) the Bank's group companies;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers;
  - (d) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (7)(i) above to all or any of the persons described in paragraph (7)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (7)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (7)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

**If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.**

**A customer may provide his consent for the Bank to use or provide to other persons his data for use in direct marketing as described above by notifying the Group Data Protection Officer of the Bank (Please see contact details in paragraph (12) below).**

- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right:-
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (9) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (8)(v) above) may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
- (10) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (8)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (11) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (12) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:

The Group Data Protection Officer	Tel : 3608 3608
The Bank of East Asia Group	Fax : 3608 6172
10 Des Voeux Road Central	Website: www.hkbea.com
Hong Kong	
- (13) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (14) Customers may, at any time, request the Bank cease using their personal data for direct marketing purposes by writing to the Group Data Protection Officer at the address or fax number provided in paragraph (12).
- (15) After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of 7 years or such other period as prescribed by applicable laws and regulations.
- (16) Nothing in this statement shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

## Law Compliance Supplement

This Law Compliance Supplement shall be read together with, supplement, and form part of each of the agreements as set out in the Appendix below (the **“Relevant Agreements”**).

Should there be any inconsistency between this Law Compliance Supplement and the Relevant Agreements, this Law Compliance Supplement shall prevail to the extent the inconsistency relates to the subject matter of this Law Compliance Supplement.

### Provisions to supplement the Relevant Agreements

#### 1. Provision of information

- (a) You must provide us with your Personal Information in such form and within such time as we may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.
- (b) When there is a change or addition to your Personal Information, you must update us of the change or addition promptly (and in any event no later than 30 days from the date of the change or addition).
- (c) You must complete and sign such documents and do such things in relation to your obligation under clause 1 of this Law Compliance Supplement as we may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.

#### 2. Disclosure of information

You agree that any member of the BEA Group and Third Party Service Providers may use, retain, and disclose your Tax Information to any Authority (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place) for the purpose of ensuring compliance with the Applicable Laws and Regulations on the part of any member of the BEA Group.

#### 3. Actions we may take to ensure compliance with the Applicable Laws and Regulations

- (a) Where you fail to comply with your obligations under clause 1 of this Law Compliance Supplement above;
  - (b) Where your Personal Information is inaccurate, incomplete, or not promptly updated;
  - (c) For whatever reason, we are prevented (under the laws of Hong Kong or otherwise) from disclosing your Tax Information to the Authority as required by the Applicable Laws and Regulations; or
  - (d) Where we determine that your classification or status under the Applicable Laws and Regulations is such that you cannot receive payments from or through us free of withholding or deduction due to the Applicable Laws and Regulations,
- we may take one or more of the following actions at any time as may be determined in our sole and absolute discretion to be required to ensure compliance with the Applicable Laws and Regulations on our part and on the part of any member of the BEA Group:
- (i) Deduct from or withhold part of any amounts for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount which is required to be so deducted or withheld to comply with the Applicable Laws and Regulations (**“Collected Amounts”**) from any payments payable to you under or from the Account and pay such Collected Amounts to an Authority or hold such Collected Amounts in escrow as permitted by the Applicable Laws and Regulations with no obligation in any case for us to reimburse you with respect to such Collected Amounts (provided that any tax or information returns that you may file with respect to such Collected Amounts are your sole responsibility and you shall be solely responsible for disputing or filing any claims to refund or credit any Collected Amounts withheld or paid to the Authority);
  - (ii) Refuse to carry out your instructions and/or to provide you with all or any products or services under the Relevant Agreements and/or otherwise block or freeze your Account;
  - (iii) Transfer all or part of our rights, benefits, and liabilities under the Account or any amounts therein to any member of the BEA Group;
  - (iv) Terminate or close the Account and discontinue the banking relationship with you entirely or in part by giving prior notice to you;
  - (v) Provide (whether before or after termination of the Account) your Tax Information to such Authority as required to ensure compliance with the Applicable Laws and Regulations on our part and on the part of any member of the BEA Group (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place).

#### Meaning of words

Terms defined in the Relevant Agreement shall have the same meaning when used herein and the following words shall have the following meaning when used in this Law Compliance Supplement:

- **“Account”** means any of the account(s) opened and/or maintained by you with us including without limitation to the Card Account, whether under or referred to in the Relevant Agreements or otherwise.
- **“Account Information”** means any information relating to the Account including without limitation to the Account number, Account balance or value, gross receipts, withdrawals and payments to or from the Account.
- **“Applicable Laws and Regulations”** means our obligations to comply with: (i) any applicable local or foreign law, regulation, rules, demand, request, guidance, guidelines, and codes of practice; and (ii) any agreement between us (or any member of the BEA Group) and any Authority.
- **“Authority”** means any national, state, or local government and any political subdivisions thereof, any agency, authority, instrumentality (whether judicial or administrative), regulatory or self-regulatory organization, law enforcement body, court, central bank, or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.
- **“BEA Group”** means us and any of our affiliates, subsidiaries, associated entities, and any branches and offices of any of the foregoing.
- **“Hong Kong”** means the Hong Kong Special Administrative Region.
- **“Person”** means an individual, sole proprietorship, partnership, body corporate, trust or other entities.
- **“Personal Information”** means your full name, Hong Kong Identity Card/passport number, date and place of birth, residential and mailing address, contact information (including telephone number), and such of your information as we may reasonably require.
- **“Tax Information”** means: (i) any documentation or information (and accompanying statements, waivers, and consents as we may from time to time require or as you may from time to time give) relating, directly or indirectly, to your tax status; (ii) your Personal Information; and (iii) Account Information.
- **“Third Party Service Providers”** means any third party wherever situated selected by us or any member of the BEA Group to provide services to it.

#### Appendix

1. BEA Credit Cardholder Agreement (Corporate Account)
2. BEA Credit Cardholder Agreement (Personal Account)

For enquiries related to the Law Compliance Supplement, please contact our General Banking Services Hotline at 2211 1333.



## Notice of Amendments to BEA Credit Card Services

With effect from **30<sup>th</sup> June, 2016** (the "Effective Date") (unless otherwise specified), there will be changes made relating to BEA Credit Card Services and will be revised as follows:

### Part 1: Service Update

<p><b>1.1 Card-Not-Present Transaction</b></p> <p><u>Effective from 4<sup>th</sup> July, 2016</u> To enhance the security measures of online transaction(s)/mail/telephone orders (i.e. card-not-present transactions), when any card-not-present transaction of HK\$500 or above is made, we will send a notification (by SMS, email or mail when deemed appropriate) to your mobile phone number, email address or mailing address recorded in your credit card account. You may change the minimum transaction amount for receiving notifications by calling our Customer Services Hotline. You may choose to receive notification for <u>all</u> card-not-present transactions made or set the minimum transaction amount in multiples of HK\$100 but not greater than HK\$5,000. A different minimum transaction amount can be set for each individual card account (including principal card and/or supplementary card account). We will update your settings within 7 calendar days upon receiving your request. Please note that we will contact you regarding any suspicious transactions, whether or not a minimum transaction amount is set.</p> <p>* When shopping online at Verified by VISA and MasterCard® SecureCode™ participating merchants, you are required to input a one-time password sent to the mobile phone number in your credit card record in order to complete the transaction. <b>To ensure you could perform online transaction and/or receive security notification, you are required to update your mobile phone number or email address.</b></p>
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### Part 2: BEA SupremeGold World MasterCard/BEA World MasterCard

<p><b>2.1 Service Fee Update of Airport Transfer Limousine Service</b></p> <p><u>Effective from 1<sup>st</sup> January, 2017</u> <b>HK\$300</b> for the first 6 trips, <b>HK\$780</b> from the 7<sup>th</sup> trip onwards</p>
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### Part 3: Fees, charges, and terms and conditions for the BEA Credit Card (Personal Account and Corporate Account)

<p><b>3.1 Key Facts Statement/ Schedule of Fees &amp; Charges on BEA Credit Card Services (the "Schedule of Fees &amp; Charges")</b></p>	
Items	Details
Late Charge <sup>^</sup>	<u>Effective from 29<sup>th</sup> July, 2016</u> <b>HK\$/CNY300</b> or the Minimum Payment Due, whichever is lower.
Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong <sup>#</sup>	<u>Effective from 29<sup>th</sup> July, 2016</u> The existing details shall be amended as follows: <b>0.8%</b> per transaction amount for Hong Kong dollar transactions made outside of Hong Kong or with any merchant not registered in Hong Kong (e.g. internet transaction). This fee is a reimbursement charge imposed by Visa/MasterCard and will be debited to your account.
<p><sup>^</sup> Fees and charges for the BEA UnionPay Dual Currency PLATINUM Credit Card will be levied to the HKD and RMB accounts separately. Payments for the HKD and RMB account will be denominated in HKD and CNY respectively. <sup>#</sup> This fee is not applicable to the BEA UnionPay Dual Currency PLATINUM Credit Card and BEA JCB PLATINUM Card.</p>	

<p><b>3.2 BEA Credit Cardholder Agreement (Personal Account) (the "Personal Card Agreement")</b></p> <p>The following clauses shall be removed, amended, renumbered and/or newly added to the Personal Card Agreement.</p>	
Clauses	Details
Personal Card Agreement clause <b>(xv)</b> and <b>(xvi) (Newly added)</b>	The following clauses shall be newly added and numbered as clauses (xv) and (xvi) respectively: (xv) "Mobile Contactless Transaction" refers to the contactless transaction(s) effected by the use of the Card and a smartphone. (xvi) "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.
Personal Card Agreement clause <b>1.10.2 (Amended), 1.10.6 (Newly added and numbered) and 1.10.7 (Amended and renumbered)</b>	The existing clause 1.10.2 shall be amended as follows: 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. The following clause shall be newly added and numbered as clause 1.10.6: 1.10.6 You are required to setup or key in the Authentication Credential in order to conduct Mobile Contactless Transaction. You agree and accept that the use of the Authentication Credential is important security measure and you shall not permit any other person to use the Authentication Credential and you will at all times safeguard the Authentication Credential under your control. You must immediately inform us if any other person knows or is suspected to know the Authentication Credential. The existing clause 1.10.6 shall be amended and renumbered as clause 1.10.7: 1.10.7 You 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 agree to indemnify us for any loss or damage incurred.
Personal Card Agreement clause <b>6.1, 6.2 and 6.3 (Amended)</b>	The existing clauses 6.1, 6.2 and 6.3 shall be amended as follows: 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.

	<p>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.</p> <p>6.3 The term “gross negligence” as mentioned in Clause 6.2 above shall be constituted by:</p> <p>(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</p> <p>(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.</p>
Personal Card Agreement clause <b>9.3 (Newly added)</b>	The following clause shall be newly added and numbered as clause 9.3: 9.3 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 this Agreement.
Personal Card Agreement clause <b>10.4 (Removed)</b>	The existing clause 10.4 shall be removed: 10.4 This Agreement is written in both English and Chinese. In the event of any inconsistency or discrepancy between the two versions, the English version shall prevail. (Due to the removal of the above clause, the existing clause 10.5 shall be renumbered as clause 10.4 accordingly.)

### 3.3 BEA Credit Cardholder Agreement (Corporate Account) (the “Corporate Card Agreement”)

The following clauses shall be removed, amended, renumbered and/or newly added to the Corporate Card Agreement.

Clauses	Details
Corporate Card Agreement clause <b>(x) and (xi) (Newly added)</b>	The following clauses shall be newly added and numbered as clauses (x) and (xi) respectively: (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.
Corporate Card Agreement clause <b>1.10.2 (Amended), 1.10.6 (Newly added and numbered) and 1.10.7 (Amended and renumbered)</b>	The existing clause 1.10.2 shall be amended as follows: 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. The following clause shall be newly added and numbered as clause 1.10.6: 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. The existing clause 1.10.6 shall be amended and renumbered as clause 1.10.7: 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.
Corporate Card Agreement clause <b>6.1, 6.2 and 6.3 (Amended)</b>	The existing clauses 6.1, 6.2 and 6.3 shall be amended as follows: 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.
Corporate Card Agreement clause <b>9.3 (Newly added)</b>	The following clause shall be newly added and numbered as clause 9.3: 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.
Corporate Card Agreement clause <b>10.5 (Removed)</b>	The existing clause 10.5 shall be removed: 10.5 This Agreement is written in both English and Chinese. In the event of any inconsistency or discrepancy between the two versions, the English version shall prevail. (Due to the removal of the above clause, the existing clause 10.6 shall be renumbered as clause 10.5 accordingly.)

Please note that the above amendments shall be binding on you if you continue to use or retain your Card(s) or maintain your Card Account(s) after the effective date. Please also note that the Bank shall not be able to continue providing services to you if you do not accept the above amendments. If you have any queries, please contact our Customer Services Hotlines. The Schedule of Fees & Charges and the Personal Card/Corporate Card Agreement are available upon request from the Customer Services Hotlines or from the BEA website at [www.hkbea.com](http://www.hkbea.com).