

In consideration of The Bank of East Asia, Limited ("BEA" or "the Bank") agreeing to provide the account aggregation service (the "Service") through BEA Online (also known as Cyberbanking) to me, I ("the Customer") hereby understand and agree that by using the Service, the following terms and conditions (as amended from time to time by the Bank) (collectively referred to as the "Terms"), together with the BEA Online Terms and Conditions, shall be binding on the Customer.

Account Aggregation Service

By subscribing to the Service, the Customer can view account portfolio, account balances and corresponding transaction activities of the designated account(s) maintained with The Bank of East Asia (China) Limited ("BEA China") through BEA Online.

Subject to the approval at the sole discretion of the Bank for access of the Service, the Customer is required to select the designated accounts of the Customer held with BEA China through BEA Online for the Service. The Customer needs to confirm such account designation by inputting his/her User ID and Password and/or other additional login information of BEA China's Cyberbanking account via BEA Online the first time he/she accessing the Service. The Customer authorises BEA on the Customer's behalf to gain access to (i) the websites of BEA China's Cyberbanking and (ii) the account(s) as designated by the Customer to retrieve, consolidate, organize and present aggregated account information to the Customer through the website of BEA Online in Hong Kong and the Customer appoints BEA as his/her agent for such specific purpose. The Customer consents to, agrees and acknowledges that when the Bank accesses and retrieves information from BEA China's Cyberbanking website, BEA acts as the Customer's agent but not the agent for and on behalf of BEA China.

Account Aggregation Information

The Customer agrees that save and except due to negligence or wilful default of the Bank, the Bank is not responsible for the timeliness, completeness or accuracy of the account aggregation information provided under the Service. All data or information provided under the Service is for information only, must not be used for purposes of trading or conducting transaction, and is subject to the terms and conditions governing BEA China's Cyberbanking.

To view all account information and execute any financial transactions in connection with the account(s) held with BEA China, Customer is required to access BEA China's Cyberbanking directly.

Account Ownership

The account holder of the designated account(s) maintained in BEA China's Cyberbanking must be the same person holding the same identification document under the BEA Online Services in Hong Kong.

Designated Account Maintenance

Once the Customer has successfully subscribed to the Service, the Customer can via BEA Online, add or remove any account(s) maintained with BEA China as designated account(s) for the Service, provided that such account(s) is/are accessible under BEA China's Cyberbanking and categorised as "Contracted Account" by BEA China.

Liability

The Bank shall in no circumstances be liable for

- (i) any failure of BEA China's Cyberbanking in whole or in part;
- (ii) the failure of the Customer to gain access in whole or in part to the Service, or to retrieve any account aggregation information under the Service;
- (iii) any inaccuracy, incompleteness or misinformation in any account aggregation information under the Service; and
- (iv) any relevant charges or fees for using the Service by the Customer.

The Customer shall indemnify and keep the Bank indemnified from and against all actions, suits, proceedings, claims, demands, losses, damages, costs, fees and expenses or liabilities of whatever nature which the Bank may suffer, incur, or sustain whether actual or contingent by reason of or arising out of the use of the Service by the Customer provided that such indemnity shall not extend to any consequence arising solely from the negligence or default of the Bank.

Termination and Suspension of the Service

The Customer may instruct the Bank to terminate the Service by giving the Bank at least seven business days' prior written notice. Upon receipt of the said notice by the Bank from the Customer, the Service will be terminated accordingly. Any termination of the Service will not affect the Customer's liability or obligation under the Terms.

The Bank reserves the right to suspend or terminate the Service at any time after giving reasonable notice to the Customer, except in special circumstances (as determined by the Bank at its sole and absolute discretion) where no prior notice is required.

Severability

If any one or more provisions of the Terms, or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any of the other provisions hereof which shall remain in full force, validity and effect.

Amendment

The Bank may revise any provisions contained in the Terms and/or introduce additional provisions to the Terms 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 provisions, any revision and/or additions to the Terms shall become effective when brought to the attention of the Customer by way of notice and shall be deemed to have been accepted by, and binding on, the Customer if the Customer continues to use the Service after the effective date of the said notice to the Customer.

Governing Law and Jurisdiction

The Terms 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") and the Bank's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise as the foregoing are now in effect or as hereafter amended, enacted or adopted. The parties hereto submit 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 therewith.

Governing Version

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

Miscellaneous

Words and phrases in the Terms shall be read and construed in accordance with the definitions contained hereto. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.

Risk Disclosure and Disclaimer

The internet is a global and open network accessible from anywhere in the world by unknown parties. Internet banking services entail transmission of sensitive information over the internet. The security of the internet and devices used by the Customer to access internet banking services are outside the Bank's or BEA China's control.

鑑於東亞銀行有限公司（「東亞銀行」或「本行」）同意透過東亞網上銀行（又稱為東亞銀行電子網絡銀行服務）向本人提供賬戶整合服務（「本服務」），本人（「客戶」）茲明白及同意使用本服務時，以下條款及細則（本行可不時修訂）（統稱為「本條款」），連同東亞網上銀行條款及細則，均對客戶具有約束力。

賬戶整合服務

通過登記本服務，客戶可以透過東亞網上銀行，查看其開立於東亞銀行（中國）有限公司（「東亞中國」）的指定賬戶之賬戶組合、賬戶結餘及相關之交易記錄。

受本行全權酌情決定批准使用本服務後，客戶必須透過東亞網上銀行選擇其開立於東亞中國的指定賬戶。為確認該賬戶指定，客戶首次使用本服務時，需要透過東亞網上銀行輸入其東亞中國個人網上銀行之用戶識別碼及密碼，及/或額外登入資料。客戶授權東亞銀行代表客戶進入 (i) 東亞中國個人網上銀行網頁及 (ii) 客戶之指定賬戶，並透過東亞網上銀行網頁檢索、整合、組織及向客戶展示整合後的賬戶資訊，及為此目的，客戶亦委任東亞銀行作為其代理人。客戶允許、同意及確認當本行進入東亞中國個人網上銀行網頁及索取資料時，東亞銀行是作為客戶的代理人，而非東亞中國的代理人。

賬戶整合服務資訊

客戶同意除非出現本行疏忽或故意失責之情況，本行並沒有責任確保本服務所提供的賬戶整合資訊之及時性、完整性或準確性。本服務提供之所有數據或資訊僅供參考，絕不可以用作交易或執行交易用途，並且受東亞中國個人網上銀行之條款約束。

客戶必須直接進入東亞中國個人網上銀行，方可查看其東亞中國賬戶之所有賬戶資訊及執行任何金融交易。

賬戶所有權

東亞中國個人網上銀行的指定賬戶之賬戶持有人與香港「東亞網上銀行服務」之持有人必須為持有相同身份證明文件的同一人。

指定賬戶管理

當客戶成功登記本服務後，客戶可透過東亞網上銀行，增加或刪除任何已開立於東亞中國的賬戶作為本服務下的指定賬戶，但有關賬戶必須為可透過東亞中國個人網上銀行使用及被東亞中國分類為「已簽約賬戶」的賬戶。

責任

無論在任何情況下，東亞銀行均不須對以下情況負責：

- (i) 任何東亞中國個人網上銀行的全部或部份失誤；
- (ii) 客戶未能使用本服務之全部或部份，或未能透過本服務取得賬戶整合資料；
- (iii) 任何在本服務下之不準確、不完整或不正確資料；
- (iv) 客戶使用本服務之相關費用及開支。

對於因客戶使用本服務，使本行可能蒙受、招致或遭受的一切行動、訴訟、法律程序、申索、要求、損失、損害、費用、開支和法律責任，客戶特此保證給予本行充分的彌償。但該彌償不應延伸至僅因本行疏忽和失責所引致的任何後果。

取消或暫停服務

客戶可於至少七個工作天前，預先向本行提交取消本服務之書面通知。在正式收到書面通知後，本服務將會依程序取消。唯任何取消通知，並不影響在本條款下客戶須遵守的任何義務或責任。

本行可在作出合理通知後隨時暫停或取消本服務，除非在特殊情況下（經本行全權酌情決定）則無須作出事先通知。

可分割性

倘若此等條款及細則或任何條文根據任何適用法律被宣佈或裁決為不合法、無效力或不能執行，則餘下條文的有效性、合法性及可執行性將不會以任何方式被減損或受影響。

修訂

本行可隨時及不時按適用的行業準則或操守準則所要求發出的合理通知後修改本條款或增補新規條，任何修訂或增補之條款，一經以適當之形式通知客戶後，若客戶於生效日期後仍使用本服務，即告生效並對客戶具有約束力，而客戶亦當視為接納該修訂或增補。

法律及司法管轄

本條款受中華人民共和國香港特別行政區（「香港」）法律及不時以展示、廣告或以其他方式告知客戶至現時仍生效或經修訂、制訂或授用之東亞銀行之章程、規例及慣例所管轄，並須按香港法律詮釋。客戶茲服從香港法庭行使非專屬司法管轄權對因上述事項而產生及與之有關的所有爭議及申索之決定、執行及判決。

有效文本

本條款的中文本只供參考，如與英文本有歧異，以英文本為準。

其他事項

本條款內的詞語及片語應按本條款內的定義解讀及詮釋，除文義需要不同釋義外，單數詞之含義包括複數詞，反之亦然；單一性別之詞語亦包含所有性別或中性，反之亦然。

風險披露及免責聲明

互聯網乃全球性的及公開的網絡，世界任何地方之個人或群體均能使用。網上銀行服務或會透過互聯網傳送敏感資料。客戶所使用的網絡保安措施及工具均不在本行或東亞中國的控制範圍之內。