

Terms and Conditions for UnionPay Quick Response Code (“QRC”) Withdrawal Service

In consideration of The Bank of East Asia, Limited 東亞銀行有限公司 (“**BEA**” or the “**Bank**”) agreeing to provide UnionPay QRC Withdrawal service (the “**Service**”) through different electronic delivery channels including but not limited to the BEA Mobile (also known as BEA App) and BEA ATMs or ATM Network of any UnionPay International (“**UnionPay**”) Member Bank that support the Service (the “**ATM**”) as announced by BEA at its sole and absolute discretion from time to time, the Customer hereby agree that by using the Service, the following terms and conditions (as amended from time to time by the Bank) (the “**Terms**”), together with the BEA Online Terms and Conditions, shall be binding on the Customer. In the event of any conflict between the Terms and the BEA Online Terms and Conditions, the Terms shall apply and prevail.

Before the Customer registers or uses the Service, the Customer should read the Terms carefully and ensure that the Customer understand the Terms in full. By registering or using the Service, the Customer shall be deemed to have accepted the Terms and agree to be bound by them.

1. UnionPay QRC Withdrawal Service

In order to use the Service, the Customer must hold a valid BEA UnionPay ATM Card or such other card(s) as announced by the Bank from time to time (the “**Card**”). Besides, the Customer must be a BEA Online (also known as Cyberbanking) user who has provided a valid mobile phone number and BEA Online email address and shall at all times follow the installation, activation and authentication procedures of the Service as prescribed by the Bank from time to time.

The Customer should first log in to BEA Mobile and set up a cardless withdrawal instruction. The Customer must complete the cardless withdrawal instruction set up process and authentication procedures as prescribed by the Bank from time to time for the Service.

To proceed with the cardless withdrawal at the ATM, the Customer must select the designated withdrawal option at the ATM to start the Service. A Quick Response Code (the “**QR Code**”), which is generated by BEA or any UnionPay Member Bank which provided the Service, will be displayed on the ATM screen. The Customer shall scan the QR Code via BEA Mobile which is installed in the Customer’s mobile device and input the Card Personal Identification Number (“**PIN**”) within the validity timeline of the QR Code. The withdrawal amount will be debited from the Customer’s default or designated account linked with the Card and maintained with the Bank.

2. QR Code

In the Terms, “**QR Code**” means the Quick Response Code, which is generated by BEA or any UnionPay Member Bank, which provided the Service. The Terms and any other terms and conditions that apply to the software through which the Customer accesses the QR Code are all applicable to the use of the QR Code under the Service.

3. Withdrawal Card and Withdrawal Account

The Customer may select to use the Service by withdrawing from the Customer’s default or designated account linked with any one of the eligible Card maintained with the Bank, including savings account, current account, all-in-one account or such other account(s) as announced by the Bank from time to time.

The Bank may impose such fees and charges for the use of the Service at such rate as specified in any schedule of fees and charges published by the Bank from time to time, provided that the Bank may vary the amount of fees and charges or their basis of calculation upon prior written notice. Such schedule of fees and charges shall be made available to the Customer upon request.

Transaction which is using an eligible credit card account for cash withdrawal through the Service will be regarded as cash advance transaction and subject to service charge and/or finance charge set out in the “Key Facts Statement/ Schedule of Fees & Charges on BEA Credit Card Services” as amended by the Bank from time to time. No bonus points, cash rebates, rewards or any other benefit schemes will be offered for such transactions.

4. Withdrawal Limit

BEA ATMs or ATM Network of any UnionPay Member Bank that support the Service may have different maximum and minimum transaction amounts for every cash withdrawal made through an ATM. If the amount of the withdrawal exceeds the transaction limit, the transaction will be rejected at the ATM and the Bank will not act on the withdrawal instruction.

The amount that the Customer shall be permitted to withdraw via the Service is subject to the daily cash withdrawal limit (whether physical card or UnionPay QRC Withdrawal) of each eligible BEA UnionPay ATM Card or (if applicable) the lower of the available cash withdrawal limit (whether physical card or UnionPay QRC Withdrawal), and the available balance of each eligible credit card, as prescribed by BEA from time to time without prior notice.

5. Set Up and Validity of Withdrawal Instruction

To use the Service, the Customer must setup a withdrawal instruction at BEA Mobile. Only one withdrawal instruction can be setup for each BEA Online username/ login no. of the Customer each time and the withdrawal instruction will be valid for 60 minutes from the time when the withdrawal instruction is setup successfully by the Customer at BEA Mobile (the “**Validity Period**”). If the Customer does not withdraw the amount within the Validity Period, the withdrawal instruction will be expired accordingly and the Customer has to setup a new withdrawal instruction in case of need.

The Customer can access the information of the withdrawal instruction status and transaction activities related to the Service and give instructions to BEA in regard to the Service according to the procedures and rules as prescribed by BEA from time to time.

6. Cancellation of Withdrawal Instruction

The Customer has the option to cancel the withdrawal instruction via BEA Mobile before the withdrawal is made and within the Validity Period of the withdrawal instruction.

7. Suspension and Termination of the Service

The granting of the Service shall be at sole and absolute discretion of the Bank and the Bank may cancel or suspend the Service or any part thereof at any time without prior notice.

8. Liability

Unless due to the negligence or willful default of the Bank, the Bank shall under no circumstances be liable for:

- (a) any failure of the Customer to gain access in whole or in part to the Service, or to retrieve information of the withdrawal instruction under the Service;
- (b) any inaccuracy, incompleteness or error in any information of the withdrawal instruction given by the

Customer in connection with the Service;

- (c) any failure by the Customer to update mobile phone number(s), withdrawal amount, withdrawal account number and/other information and details under the Service;
- (d) (i) any delays in the implementation of withdrawal instruction; (ii) delivery or availability of; or failure to deliver or make available, any part of the Service; (iii) dispatch or delivery of, or failure to dispatch or delivery of, any notice or information provided or requested via the Service; (iv) any claim, damage, loss, liability, debt or obligation for any error, delay, failure and any consequence arising from or in connection with the withdrawal instruction by scanning QR Code provided by any third party or parties; or (v) any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice offered or provided by any other third party or parties.

The Customer shall indemnify and keep the Bank fully indemnified from and against all actions, proceedings, losses, damages, claims, demands, costs and expenses (including legal fees) or liabilities of whatever nature which the Bank may suffer, incur, or sustain whether actual or contingent by reason 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.

9. 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 at the Bank's sole and absolute discretion. Such provisions, any 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 Service.

10. 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 the Terms.

11. 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 BEA's by-laws, regulations and practices. 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 the Service.

12. 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.