

## **BEA Online Terms and Conditions**

General Terms and Conditions for BEA Online

Schedule I Terms and Conditions for BEA Online Services

Schedule II Terms and Conditions for Cyberbanking Card / Dual Currency ATM Card

Schedule III Terms and Conditions for Bank Services relating to Faster Payment System

**In consideration of The Bank of East Asia, Limited agreeing to provide and continue to maintain BEA Online (also known as Cyberbanking) services, I/we (the "Customer") hereby understand and agree that the following terms and conditions and the Schedules (as amended from time to time) (collectively referred to as the "Terms") shall apply to the Account and the Services and shall be binding on the Customer.**

### **General Terms and Conditions**

1. The terms and conditions stated herein apply in respect of various electronic banking services including BEA Mobile (also known as BEA App, collectively called BEA Online) offered by the Bank over different electronic delivery channels as prescribed by the Bank from time to time, including but not limited to the internet, mobile devices, fixed line telephone networks, and Automatic Teller Machines. The provision of individual electronic delivery channel to the Customer shall be at the sole discretion of the Bank.

### **2. Definitions and Interpretation**

In the Terms and all supplements thereto, the following terms shall, except where the context requires otherwise, have the following meanings:

- 2.1. **"Account"** means BEA Online Services, any account with BEA Online services, including but not limited to credit card account, Mandatory Provident Fund ("MPF") account and/or any other account the Customer opens with BEA; and "BEA Online Services" is defined as "the username or login number for accessing BEA Online services";
- 2.2. **"Agent"** means any Person appointed by BEA;
- 2.3. **"Application Form"** means the account opening application form prescribed by the Bank from time to time for the purpose of requesting and authorising the Bank to open an Account;
- 2.4. **"ATM"** means Automatic Teller Machine of the Bank or the ATM under the ATM Network of any other JETCO and PLUS Member Bank or the ATM under the ATM Network of any UnionPay Member Bank or any other networks specified by the Bank from time to time where applicable;
- 2.5. **"Authorised Person"** means the person authorised by the Customer to give Instructions in relation to the Account to BEA, as notified (together with specimen signatures) to it from time to time in such manner as it may require, and if more than one, any one of such persons;
- 2.6. **"BEA" or "the Bank"** means The Bank of East Asia, Limited, a company incorporated in Hong Kong and whose registered office is at 10 Des Voeux Road Central, Hong Kong, and a registered institution under the Securities and Futures Ordinance with C.E. Number: AAJ165, including its successors and assigns;
- 2.7. **"Business Day"** save as the Bank may otherwise notify the Customer for any

particular purpose, means a day on which commercial banks are open for business in Hong Kong and, in the case of a Currency Linked Deposit, margin trading, the major financial centres in the country where the Underlying is legal tender, and in the case of Unit Trust Investment Services, Saturdays will not be a Business Day;

- 2.8. **"Cyberbanking Card"/"Dual Currency ATM Card"** ("the Card") means the card issued by the Bank to the Customer by which the Customer can access, through Automatic Teller Machines ("ATM")/point of sales terminals ("POST") and such of the Bank's accounts as the Bank from time to time may permit;
- 2.9. **"UnionPay Member Bank"** means the member bank of the China UnionPay;
- 2.10. **"Designated Service"** means the service provided by the Bank through BEA Online from time to time which allows the Customer to access the information of the Designated Service Account and give Instructions with regard to such services according to the procedures and rules as prescribed by the Bank from time to time;
- 2.11. **"Designated Service Account"** means any account held by the Customer and maintained with the Bank, which is related to a Designated Service being utilised by the Customer, and is nominated by the Customer to the Bank as such and accepted by the Bank from time to time to be the subject of BEA Online;
- 2.12. **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;
- 2.13. **"HKD"** means Hong Kong dollars;
- 2.14. **"Instruction"** means (i) any instruction given by or on behalf of the Customer to the Bank to sell, redeem, purchase, subscribe, hold, withdraw or otherwise deal in Linked Deposit, Securities or Unit Trusts, foreign exchange, spot gold or margin trading or to effect any other transactions pursuant to the terms of respective products/services; (ii) instruction given through various electronic delivery channels; (iii) any instruction given through ATM/POST by the use of the Card; (iv) any instruction given through BEA Online; (v) any instruction given through BEA Mobile; or (vi) verbal or written or facsimile instruction given in such form and delivered or transmitted to BEA by such means as BEA may prescribe, in each case subject to the applicable minimum and/or maximum amounts as may be prescribed by BEA from time to time in respect of any particular type of instruction;
- 2.15. **"JETCO and PLUS Member Bank"** means the member bank of the JETCO or Visa International;
- 2.16. **"Losses"** means actions, proceeding, losses, damages, liabilities, claims demands, costs and expenses (including legal fees) which may be suffered or incurred by BEA and/or its directors, officers, employees, agents, nominees and correspondents (collectively **"Related Parties"**) arising from, relating to or incidental to the operation or maintenance of the Accounts and/or provision of Services pursuant to the Terms;
- 2.17. **"Paying Bank"** means the account holding bank of the accounts, from which the funds are debited in the interbank fund transfers transaction;
- 2.18. **"Person"** includes an individual, sole proprietorship, partnership, trust, corporation and an unincorporated body of persons;

- 2.19. **"PIN"** means the number designated by BEA and used by the Customer to authenticate the access to the individual electronic delivery channels of BEA Online and subsequent to any change in PIN via BEA Online or BEA Mobile; or performed by the Customer using the Card over an ATM machine of BEA, any code designated and used by the Customer from time to time to access the service;
- 2.20. **"POST"** means Point of Sale Terminal of any Member Bank of the EPSCO or JETCO or the POST of any UnionPay Member Bank or any other networks specified by the Bank from time to time where applicable;
- 2.21. **"Receiving Bank"** means the account holding bank of the accounts, to which the funds are deposited in the interbank fund transfers transaction;
- 2.22. **"Registered Payee"** means any payee (which may be the Customer or a third person) nominated by the Customer as such to the Bank and stated in the Application Form or subsequently through written instruction(s), online registration(s) or other methods as prescribed by and accepted by the Bank from time to time to be the subject of BEA Online with such account details or identifiers as may be acceptable to the Bank provided that the Bank may at its option, cancel or suspend the provision of BEA Online in respect of any of the Registered Payees;
- 2.23. **"Related Account"** means any account held by the Customer and maintained with the Bank, which is nominated by the Customer as such to the Bank and stated in the Application Form or subsequently through written instruction(s), online registration(s) or other methods as prescribed by and accepted by the Bank from time to time to be the subject of BEA Online provided that the Bank may at its option, cancel or suspend the provision of BEA Online in respect of any of the Related Account(s);
- 2.24. **"Services"** means banking, investment and/or other services prescribed, announced and offered by the Bank from time to time;
- 2.25. **"Third Party Account"** means, in case of an interbank fund transfer Transaction, the deposit account accommodated with the Receiving Bank or, in case of own bank fund transfer Transaction, the deposit account held by the third party with the Bank;
- 2.26. **"Transaction"** means a transaction effected by BEA pursuant to or as a result of an Instruction;
- 2.27. **"Underlying"** in respect of a Linked Deposit, means the share, currency, index or other asset specified as such in the relevant confirmation;
- 2.28. Any document is a reference to that document as modified from time to time;
- 2.29. Where the Underlying consists of two or more shares, two or more currencies, two or more indices or two or more other assets, unless the context otherwise requires, references to the Underlying shall mean any one of those shares, currencies, indices or other assets, as the case may be;
- 2.30. The headings in the Terms do not affect its interpretation.

### **3. New Products and Services**

BEA and its Agent may introduce and provide new Services from time to time and notify the terms and conditions governing as such to the Customer. The Terms, insofar as they are not inconsistent with the terms and conditions for the new Services, shall apply to such new Services and be binding on the Customer. In the event of any conflict between the two, the Terms shall (unless BEA in its sole discretion otherwise thinks fit in any particular case) prevail.

### **4. Customer's Instructions**

- 4.1. Subject to the provisions contained in the Terms, BEA is authorised to act on the Instructions in relation to any Account given by the Customer (or in the case of joint accounts, any one of the persons comprising the Customer) or by any one of the Authorised Person(s).
- 4.2. Any Instruction, once given, may not be withdrawn by the Customer without the written consent of BEA. All Instructions which are understood and acted on by BEA in good faith, shall be binding on the Customer. BEA shall be under no duty to inquire into the authenticity of any Instructions or the identity or authority of the person giving or purporting to give any Instructions.
- 4.3. BEA may treat all Instructions given as fully authorised and binding on the Customer regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, errors in transmission, fraud, forgery or lack of authority in relation to the Instructions. The Customer agrees that he is under an express duty to BEA to prevent any fraudulent, forged or unauthorised Instructions being given.
- 4.4. BEA may at all times and from time to time in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act upon any Instructions or such part thereof as BEA thinks appropriate.
- 4.5. BEA will only provide Services or accept Instructions insofar as it is (in BEA's reasonable opinion) practicable and reasonable to do so, having regard to its regular business practice and procedure. BEA shall comply with laws, rules, regulations, guidelines, requests, and/or recommendations of any organisation or authority that regulates the conduct of banking and/or the provision of services contemplated under any Account. BEA reserves the right to prescribe any conditions subject to which it provides any Services or accepts any Instruction or to refuse to provide any Services or act on any Instruction to ensure its compliance with any such applicable laws, rules, regulations, guidelines, requests, and/or recommendations.
- 4.6. In the event that BEA receives an Instruction that BEA considers to be inconsistent with any previous Instruction which has not been executed, BEA may, at its sole and absolute discretion, refuse to act on either of such Instructions unless and until either one of such Instructions has been revoked or withdrawn to the satisfaction of BEA.
- 4.7. The Customer may request BEA for the provision of various BEA Online services by giving written or facsimile Instructions to BEA provided that such services by themselves are allowed to be operated by written or facsimile Instructions

pursuant to their respective terms and conditions from time to time as prescribed by BEA and provided further that BEA shall be entitled to specify, from time to time, such services which may be available to the Customer through the use of the BEA Online and/or the Cyberbanking Card / Dual Currency ATM Card and/or any other means as BEA may prescribe.

- 4.8. The Customer understands and agrees that the one-time password (OTP) for verifying transactions through BEA Online will be sent by short message service ("SMS") to the mobile phone number registered by the Customer for such purpose or, if no such number has been registered, to the last known mobile phone number of the Customer in the record of the Bank.

## **5. Sufficiency of Funds**

Instruction will not be acted on if there are insufficient funds or pre-arranged credit is not available in the Account. BEA may at its discretion act on such Instruction notwithstanding without seeking prior approval of or giving prior notice to the Customer and may make the usual charge against the Customer.

## **6. Fees and Expenses**

BEA is entitled to levy fees and charges against Customer to cover costs and expenses arising out of the running and operation of the Account. BEA reserves the right to revise all fees and charges from time to time with prior notice to the Customer in accordance with the applicable code of practice.

## **7. Termination and Closure of Services**

- 7.1. On the closure or termination of the Related Account and/or termination of Designated Service, the BEA Online services and Cyberbanking Card / Dual Currency ATM Card for such account(s) and/or service(s) will be terminated.
- 7.2. BEA reserves the right to suspend or terminate all or any of the Accounts, the Cards and/or Services at any time after giving reasonable notice, except in exceptional circumstances where no prior notice is required.
- 7.3. If the Account is closed, the Card and BEA Online will be automatically terminated. The Customer shall surrender the Card to BEA and the access of the Account and/or Services under the BEA Online will be suspended immediately.
- 7.4. Without prejudice to the generality of Clause 7.2 of the General Terms and Conditions herein, BEA shall be entitled to close/terminate any or all Accounts/Services immediately and without prior notice if:
- (a) there is any change of law which prohibits or renders the maintenance or operation of any Accounts/Services or any part thereof illegal;
  - (b) the Customer commits any breach of or omits to observe any obligations under the Terms which, in the opinion of BEA, amounts to a material default on the part of the Customer;
  - (c) BEA's records show that the Customer has maintained no Related Account and/or Designated Service for such period as the Bank shall prescribe; or
  - (d) BEA determines, or reasonable belief exists, that the Customer:

- (i) has passed away;
- (ii) has become an undischarged bankrupt or has entered into a composition or scheme of arrangement within the meaning of Bankruptcy Ordinance (Cap. 6); or
- (iii) has been convicted in Hong Kong or elsewhere of an offence for which the Customer has been found to have acted fraudulently, corruptly, or dishonestly, or committed any offence under any applicable laws.

7.5. BEA shall act in accordance with the laws, rules, regulations, guidelines, requests, and/or recommendations of public and regulatory organisations or authorities operating in various jurisdictions, which relate to, amongst other things, the prevention of money laundering, terrorist financing, and the provision of financial and/or other services to any persons or entities which may be subject to sanctions. Without prejudice to the generality of Clause 7.2 of the General Terms and Conditions herein, BEA may take any action (including but not limited to the suspension or closure of the Account(s)) which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, rules, regulations, guidelines, requests, and/or recommendations. Such action may include, but is not limited to, the disclosure, interception, and/or investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf through the systems of BEA or any member of the BEA group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

## **8. Rights / Responsibilities for Joint Account Holders**

Where the Customer consists of more than one person:

- (a) each of such persons comprising the Customer shall be jointly and severally bound by the Terms and be liable for any and all liabilities incurred by any of them in connection with the Terms;
- (b) any notice in connection with the Terms to any one such person comprising the Customer will be deemed effective notification to all such persons;
- (c) on the death of any of the persons comprising the Customer, the Bank will suspend the BEA Online immediately. The BEA Online Services of the Customer shall be closed by the survivor(s) on proof of the death of the deceased joint account holder;
- (d) each of account holders is authorised to recognise the balance in the each Related Account and/or Designated Service and/or Designated Service Account which recognition is binding for the other account holder(s) and/or Registered Payee(s). The Bank may offer a claim on one or several account holders with the credit balance on the Related Account and/or Designated Service and/or Designated Service Account;
- (e) if the Related Account and/or Designated Service Account is/are maintained in joint names, then each and every one of the Related Account and/or Designated Service Account holders shall be jointly and severally liable for all transactions



involving the use of BEA Online and the terms and conditions contained herein shall apply to each of the Related Account and/or Designated Service Account holders separately notwithstanding the terms of any account mandate applicable to the Related Account or Designated Service Account;

- (f) if the Customer under the Account consists of more than one person, each and every one of the persons comprising the Customer shall be jointly and severally responsible for all transactions involving the use of the Card and/or the Services prescribed by the Bank from time to time so issued and the terms and conditions herein shall be jointly and severally binding on each and every one of the persons comprising the Customer notwithstanding the terms of any account mandate applicable to the BEA Online Services.

## **9. Notices**

- 9.1. Any notice, request, certificate, demand or other communication (the "Communication") by either party to the other in connection herewith shall be sent to the last known address of such person from time to time. Any Communication shall be deemed to have been given to the addressee, if delivered personally, at the time of such delivery, if dispatched by letter postage prepaid, forty-eight (48) hours after posting if the address is in Hong Kong and seven (7) calendar days after posting if the address is outside Hong Kong, and if sent by facsimile transmission, SMS or electronic mail, at the time of dispatch.
- 9.2. The Customer undertakes to notify BEA in writing or through BEA Online immediately upon any change of address, email address, mobile phone number and contact number.
- 9.3. The Customer agrees that BEA may send any Communication, confirmation, or statement to him in electronic form.

## **10. Right of Waiver**

No indulgence or concession granted by BEA and no omission or delay on the part of BEA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **11. 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 or unenforceability shall not vitiate any of the other provisions hereof which shall remain in full force, validity and effect.

## **12. Amendment**

BEA may revise any provisions contained in the Terms and/or introduce additional provisions 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 thereto 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 any of the Account and/or the Services currently provided by BEA after the effective date of such notice.

### **13. Governing Law and Jurisdiction**

The Terms shall be governed by and construed in all respects in accordance with the laws of Hong Kong and BEA'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 Customer hereby irrevocably submits to the nonexclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims arising out of the above and in connection therewith.

### **14. Governing Version**

The Chinese version of these terms and conditions is for reference only. If there is any conflict between the English and the Chinese versions, the English version shall prevail.

### **15. Miscellaneous**

- 15.1. For the avoidance of doubts, all the Schedules hereafter described form integral parts of the Terms and shall be binding on the Customer. Unless otherwise stated, reference to Clauses and Schedules means the clauses of and schedules to the Terms.
- 15.2. 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.
- 15.3. The Customer agrees that all documents shall be written in ink, and in no circumstances shall BALL PENS using ink erasable by ordinary pencil rubber or otherwise be used since unauthorised alteration which is difficult to detect can easily be made.
- 15.4. The Terms shall be binding on and ensure to the benefit to the Bank and the Customer and his personal representatives and successors or assigns of the Customer and each of them.
- 15.5. 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.

### **16. Specific Terms and Conditions**

- 16.1. The use of the BEA Online Services is subject to the provisions of Schedule I.
- 16.2. The use of the Cyberbanking Card / Dual Currency ATM Card is subject to the provisions of Schedule II.
- 16.3. The use of the services provided by the Bank to the Customer to facilitate payments and funds transfers using the Faster Payment System is subject to the provisions of Schedule III.

### **Schedule I**



## Terms and Conditions for BEA Online Services

1. BEA may grant to the Customer the facility to carry out certain banking functions in or in relation to the Account, Related Account, Designated Service Account and Registered Payee (only fund transfer to, but not out of the account of, a Registered Payee is allowed). Notwithstanding any other agreements or arrangements between the Customer and BEA relating to the Account, Related Account or Designated Service Account or Registered Payee may provide otherwise, BEA may accept Instruction relating thereto through various electronic delivery channels subject always to the provisions of the Terms as prescribed by BEA from time to time. The Customer shall only be entitled to gain access to BEA Online during the service hours specified by BEA from time to time.
2. The granting of usage and/or access to BEA Online to operate the Account, Related Account and Designated Service Account and/or transfer funds to the account(s) of the Registered Payee(s) shall be at sole discretion of BEA and BEA may cancel or suspend BEA Online or any part thereof at any time. On the termination of BEA Online, access to the Account, Related Account and Designated Service Account through BEA Online will be terminated.
3. BEA shall supply the Customer with the BEA Online username/ login no. or other account identification(s) in any format as prescribed by BEA from time to time and an initial PIN for individual electronic delivery channels provided by BEA from time to time at the sole discretion of BEA. BEA is authorised to provide the initial PIN to the Customer (in case of individual and sole proprietorship accounts) or any one of the persons comprising the Customer (in case of joint accounts) or any one of the Authorised Persons (in case of accounts other than individual, joint or sole-proprietorship accounts) of the Account.
4. BEA and its Agent may at its sole discretion introduce and provide new Services through BEA Online from time to time. The Customer can, through online registration or in such manner BEA may prescribe from time to time, subscribe for the new Services by accepting all the terms and conditions of such Services, and providing sufficient documents as requested by BEA for verification of the identity of the Customer.
5. The Customer may request, in writing or through BEA Online, the alteration of the self-selected user ID/name or PIN if necessary from time to time. For the purpose of these conditions the term self-selected user ID/name or PIN shall be the self-selected user ID/name or PIN currently in use.
6. The issuance, selection, or usage of a new self-selected user ID/name or PIN shall not be construed as the commencement/creation of a new contract.
7. The Customer acknowledges that the self-selected user ID/name or PIN is/are confidential and must not be disclosed (whether directly or indirectly, intentionally or unintentionally), and shall procure the Authorised Person (in case of accounts other than individual, joint or sole-proprietorship accounts) not to disclose to any other person(s) including any joint account holder of the Customer under any circumstances. The Customer shall be liable for any direct and indirect losses or damages caused by breaching the confidentiality by means of any words, action, conduct or communication.
8. Without prejudice to other provisions hereof, the Customer agrees to indemnify BEA against all or any Losses on a full indemnity basis which is directly or indirectly related to or in connection with the use of BEA Online or BEA Mobile, whether such use is authorised or unauthorised, or related to or in connection with any breach of these Terms, save for Losses arising out of BEA's negligence, fraud or wilful default.

9. The Customer shall ensure that the security measures within the Customer's control are at all times both adequate and properly maintained and understands and agrees that the failure on the part of the Customer to comply with any one of the security precautionary measures set out in the Important Notes for Security in relation to BEA Online and BEA Mobile as prescribed by BEA from time to time may lead to security breach and BEA shall not in any event be held liable for any loss or damage suffered by the Customer as a result thereof. BEA may at all times and from time to time in its sole discretion update the security precautionary measures set out in the Important Notes for Security in relation to BEA Online and BEA Mobile without prior notice. If the Customer fails to do or to procure the Authorised Person (in case of accounts other than individual, joint and sole-proprietorship accounts) to do, the security precautionary measure, the Customer shall be liable for all unauthorised Transactions.
10. Any Transaction effected by BEA pursuant to or as a result of an Instruction initiated by the Customer with the correct BEA Online username/ login no., code or security code generated and designated by i-Token Service of BEA, self-selected user ID/name and/or PIN shall be binding on the Customer. Except only due to the negligence or wilful default of BEA, BEA shall not be liable in respect of:
  - (a) any loss or damage suffered by the Customer or by any other person as a result of any failure to gain access to the BEA Online or utilise the banking functions through various electronic delivery channels due to reasons beyond BEA's control, including without limitation to any computer, telecommunication, electrical or network failure; or
  - (b) any claim, damage, loss, responsibility, liability or obligation for any error delay, failure and any consequence arising from or in connection with the bill payment, scheduled instructions and any other payments or debit authorisations; or
  - (c) any other loss or damage whatsoever suffered by the Customer or by any other person as a result of any Instructions initiated by the Customer through various electronic delivery channels.
11. BEA shall in no circumstances be liable for any failure of BEA Online in whole or in part nor for the inability of the Customer to gain access in whole or in part to BEA Online caused by the delay or failure of any communication network or any party providing such access.
12. Provided that BEA has not been in negligence, has acted in good faith and with due diligence and also complied with the obligations under the Terms, any Transaction effected by BEA pursuant to or as a result of an Instruction initiated by the Customer with the correct BEA Online username/ login no., self-selected user ID/name, code or security code generated or designated by i-Token Service of BEA and/or PIN shall be binding on the Customer.
13. Notwithstanding anything contained in the Terms, in the absence of gross negligence or fraudulence on the part of the Customer and if the Customer has acted in good faith and with due diligence and also fully complied with the obligations under all provisions contained herein, the Customer shall not be liable for unauthorised Transactions performed and/or executed through the BEA Online due to:
  - (a) a computer crime not prevented by the security system of BEA;
  - (b) a human or system error caused by BEA, resulting in an improper transaction, leading to the lost or misplaced funds; or

- (c) a missed or mis-directed payment caused by BEA.

The Customer shall be entitled to reimbursement from BEA for interest or late penalties incurred by the Customer for missed payments attributable to the foregoing causes (a), (b) and (c) of this Clause 13. On the other hand, the Customer shall be liable for all Losses if the Customer or any Authorised Person (in case of accounts other than individual, joint and sole-proprietorship accounts) acts fraudulently, or is in gross negligence, including failing to properly safeguard his self-selected user ID/name or code or security code generated or designated by i-Token Service of BEA or PIN.

14. Subject to the provisions herein, BEA's liability to the Customer in relation to the provision of BEA Online shall be limited to the amount of the relevant Transaction or the direct damages sustained whichever is less. BEA shall in no circumstances be liable and the Customer agrees not to claim against BEA (whether in contract or tort (including negligence) or otherwise) for any direct or indirect, special or consequential loss, damages, cost, expense, claim, action or proceedings in connection with the use of or inability to use the BEA Online, the BEA Online username/ login no., self-selected user ID/name, or code or security code generated or designated by i-Token Service of BEA, PIN(s), whether such use is authorised or unauthorised, including but not limited to any loss of profits or revenue, loss or injury to reputation or goodwill, loss of customers, loss of use of any data, equipment or software, even if BEA has been advised of or should have been aware of the possibility of such loss or damage.
15. BEA shall have the absolute discretion from time to time to determine the scope of BEA Online, set or change the daily cut-off time, withdraw or discontinue the operations of BEA Online without notice or responsibility to the Customer. Any Transactions performed through BEA Online after the daily cut-off time shall be treated as next Business Day value Transactions. Since the BEA Online system may be accessed from any country, the daily cut-off time in Hong Kong shall prevail.
16. The cost and expense to obtain and maintain suitable equipment to access BEA Online shall be borne by the Customer solely.
17. Any Instruction given to BEA through BEA Online shall operate as a request by the Customer to BEA to act on the Instruction provided that BEA shall not be obliged to act on any such Instruction which would result in the Account, Related Account, the account of the Registered Payee (where it is in the name of the Customer) and/or Designated Service Account becoming overdrawn without authorisation or if such Account, Related Account, the account of the Registered Payee (where it is in the name of the Customer) and/or Designated Service Account is/are on hold, or frozen or dormant or in any other circumstances which BEA may in sole judgment consider appropriate. If BEA agrees to act on the Instruction, the Customer shall repay to BEA immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by BEA from time to time on overdraft accounts with BEA and other liabilities thereby created.
18. The Customer may request for the provision of various BEA Online services by giving telephone Instructions to BEA from time to time, provided that such services by themselves are allowed to be operated by telephone Instructions pursuant to their respective terms and conditions from time to time as prescribed by BEA and will be settled by direct debit of the Customer's designated account with BEA and BEA will notify the Customer of the payment by electronic mail or other means in its sole discretion. The Customer hereby acknowledges that such telephone Instructions given to BEA shall operate as a request by the Customer to BEA to act on the Instruction and once given by

the Customer and acted upon by BEA shall be irrevocable and binding on the Customer and the Customer shall be subject to all the terms and conditions governing the use of such telephone Instructions as BEA may from time to time prescribe.

The acceptance of telephone Instructions to BEA shall be at the sole discretion of BEA.

19. All Transactions entered into pursuant to the Instructions given to BEA through BEA Online shall be subject to the terms and conditions governing such Transactions as prescribed by BEA from time to time.
20. The Customer acknowledges that all Instructions transmitted to BEA through any electronic channel shall not be considered as having been received and executed by BEA until BEA has received and executed such Instructions in a manner prescribed by BEA from time to time.
21. The Customer acknowledges that transactions involving any transfer of funds between any Account, Related Account, the account of Registered Payee or Designated Service Account, or payment Instructions on any day through BEA Online may at BEA's sole discretion be processed to the said accounts concerning the transfer of funds or payment Instructions on the day of the Transaction or the next Business Day. In the case of any Transactions involving the transfer of funds to other bank's account or any Third Party Account, the Receiving Bank or BEA (as the case may be) may credit the funds received to the payee's accounts at different times and BEA is not responsible as to when the transferred funds will actually be credited to the payee's accounts. Where funds are received from the Paying Bank for the Customer's account, BEA will credit the funds to the Customer's account in accordance with BEA's practice from time to time. BEA has the right at any time to reverse any credit to the Customer's account if the Paying Bank fails for any reason to make payment to BEA.
22. The amounts that the Customer shall be permitted to transfer through BEA Online shall be limited to the individual and the combined daily limits including but not limited to the withdrawal and deposit transaction limits expressed in HKD or its equivalent as published by BEA from time to time. BEA shall have the right to impose such restrictions as BEA thinks fit for the efficient operation of BEA Online or for any other reason.
23. The Customer irrevocably authorises BEA to debit the Account, Related Account(s) and/or Designated Service Account with the amount of any transfer/payment Transaction effected through BEA Online and BEA is entitled to act on such transfer/payment Transaction Instruction without obtaining any further written or other confirmation from the Customer, notwithstanding that such transfer/payment Transaction Instruction is not given or authorised by the Customer. Subject to Clause 19 hereof, the Customer agrees and accepts full and sole responsibility for all consequences, losses and/or liabilities incurred as a result of such transfer/payment Transaction, whether given or authorised by the Customer or not and shall fully indemnify BEA and keep BEA fully indemnified against all or any Losses by reason of the effect of such transfer/payment Transaction.
24. BEA will not assume any responsibility or obligation for any Transaction or error arising out of failure of the Customer to provide or input sufficient or accurate data to enable any Transaction to be effected through BEA Online.
25. The Customer understands and acknowledges that BEA Online is provided as an additional service in relation to banking transactions with BEA and shall not be considered as a substitute for other method(s) of effecting banking transactions. In the event that BEA Online is not available for any reason whatsoever (whether or not within the control of BEA), the Customer shall have no claim whatsoever against BEA and shall use other

available means to effect banking transactions.

26. The Customer agrees to the disclosure or transfer of personal data in respect of the Account(s), Transactions and dealings with BEA, the mobile network service providers and of other third party engaged in any Transaction or providing any service in respect of the BEA Online between any one or more of such entities and their subsidiaries, group members and agents thereof whether in or outside Hong Kong in connection with the provision of the BEA Online.
27. BEA shall endeavour to take all steps as far as reasonably practicable to ensure that information made available by BEA Online is correct and updated at regular intervals. The Transaction details and balances of the Account(s), the account of the Registered Payee, Related Account(s) and/or Designated Service Account(s) as shown in the Customer's terminal or any printout are for reference only. Those Transaction details and account balances as recorded in BEA's system will be conclusive. The Customer agrees and confirms that BEA shall not be held liable for or in connection with the accuracy of all the information received by the Customer through BEA Online.
28. BEA shall not be liable for any damage to the Customer's computer terminal or equipment or related facilities or any loss or corruption of the Customer's data in connection with the operation of BEA Online. BEA shall not in any event be liable for any indirect, special, incidental or consequential damages arising from or in connection with the provision of BEA Online.
29. The Customer agrees to pay any and all of the fees and/or charges, which BEA may charge from time to time in connection with the provision and/or use of BEA Online by the Customer. BEA may at any time without obtaining consent from the Customer set-off or transfer any monies standing to the credit of any of bank accounts of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) towards discharge of all sums due to BEA or arising out of the use of BEA Online. The Customer hereby confirms that BEA shall in no event be liable for any loss or damage or consequence including but not limited to, the dishonour of any Transaction involving the use of BEA Online or the levying of any overdraft interest due to insufficient credit balance of the Account(s) and Related Account(s) or Designated Service Account, which may be incurred or suffered by the Customer as a result of, or arising from the charge levying from the account by BEA. The Customer hereby further waives his rights, if any, against BEA of the aforesaid liabilities, if any, and confirms that the Customer shall be solely liable for such liabilities.
30. The Customer understands that due to unpredictable traffic congestion, openness and public nature of the internet and other reasons, the internet may not be a reliable medium of communication and that such unreliability is beyond the control of BEA. This may subject Transactions to delays in transmission, incorrect data transmission, delays in execution or execution of Instructions at prices different from those prevailing at the time Instructions were given, misunderstanding and errors in any communication between BEA and the Customer, transmission blackouts, interruptions and so on.
31. If the Customer is a firm (whether sole proprietorship or partnership firm), the following provisions shall apply:
  - (a) the Customer and the proprietor or partners and persons carrying on business in the name of the Customer now or at any time hereafter shall be jointly and severally liable under these terms and conditions;
  - (b) the Customer shall advise the Bank of any change in its constitution or



membership and unless expressly released, the Customer and all persons signing the Application as the proprietor or partners of the Customer shall continue to be liable hereunder irrespective of any change.

32. The Customer hereby warrants and represents that:

- (a) if the Customer is a limited company, the Customer has been duly incorporated and in good standing;
- (b) all acts, conditions, things required to be done, performed and observed in order that these terms and conditions shall constitute the legal, valid and binding obligations of the Customer enforceable in accordance with its terms have been done, performed and observed in strict compliance with all applicable laws and Memorandum and Articles of Association or other constitutional documents of the Customer;
- (c) it has the power, authority and legal right to enter into and perform the Terms, and all necessary corporate action have been taken by it to authorise the entering into the Terms;
- (d) its use of BEA Online and any of the Services will comply with all applicable laws, rules and regulations, and shall ensure that no Instruction will be given in any jurisdiction where the giving of such Instruction would violate any laws, rules or regulations or render the Bank being in breach of any applicable laws, rules or regulations.

## **Schedule II**

### **Terms and Conditions for Cyberbanking Card / Dual Currency ATM Card**

- 1. The Customer (herein referred to as the "Cardholder") who has been issued with the Cyberbanking Card / Dual Currency ATM Card (collectively called "the Card") can use the Card on any one of the Automatic Teller Machines ("ATM") installed by or belonging to BEA, at the Bank's discretion, or any Member Bank of the JETCO, UnionPay and PLUS ATM Network ("Member Bank"), and/or any other devices or terminals for effecting payment by transfer of funds by electronic means, including but not limited to point of sale terminals ("POST") or otherwise from time to time announced by BEA.
- 2. The Card is and shall at all times be the property of BEA and BEA reserves the right at all times at its absolute discretion to terminate the Terms with the Cardholder by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therein and without any prior notice to the Cardholder. The Cardholder shall surrender the Card to BEA immediately upon BEA's demand on the occurrence of any one of the said events.
- 3. The Card shall only and exclusively be used by the Cardholder and is not transferable.
- 4. The Cardholder shall at no time and in no circumstances disclose to any person whomsoever his/her PIN designated for operating the ATM of BEA or the ATM of any other Member Bank and/or POST. Notwithstanding the foregoing, the Cardholder shall be fully responsible for all Transactions involving the use of any Card by any person whomsoever whether or not authorised by the Cardholder.
- 5. If the Cardholder shall consist of more than one person, each and every one of the



Cardholders shall be jointly and severally responsible for all Transactions involving the use of the Card so issued and the Terms shall be jointly and severally binding on each and every one of the Cardholder.

6. The Card shall be used for withdrawal or transfer at ATM of BEA or any other Member Bank and/or POST only if there are sufficient funds in the account(s) to which the Card relates. If withdrawal or transfer is made without sufficient funds in such account(s) BEA is not obliged to effect any such withdrawal or transfer and is entitled to refuse to effect such withdrawal or transfer, with or without cause, without incurring any liability whatsoever and without prior notice to the Cardholder. If BEA agrees to effect such withdrawal or transfer, the Cardholder shall repay to BEA immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by BEA from time to time on overdraft accounts with BEA. The Cardholder hereby agrees to indemnify BEA and keep BEA fully indemnified against all or any Losses arising from or relating to the Cardholder's making withdrawals or effecting transfer of funds from such account(s) held with BEA by using the Card and the ATM or POST, unless any of the Losses arises out of BEA's negligence, fraud or wilful default.
7. The Cardholder acknowledges that Transactions involving any transfer of funds between any accounts through an ATM and/or POST on any day may at BEA's sole discretion be processed on the day of the Transaction or on the next Business Day. In the case of any Transactions involving the transfer of funds to other bank's account or any Third Party Account, the Receiving Bank may credit the funds received to the payee's accounts at different times and BEA is not responsible as to when the transferred funds will actually be credited to the payee's accounts. Where funds are received through an ATM and/or POST from the Paying Bank for the Cardholder's account, BEA will credit the funds to the Cardholder's account in accordance with BEA's practice from time to time. BEA has the right at any time to reverse any credit to the Cardholder's account if the Paying Bank fails for any reason to make payment to BEA.
8. The records of BEA and/or any other Member Bank and/or any other institutions in relation to any Transactions made by the use of the Card on any ATM and/or POST shall in all respects be conclusively binding on the Cardholder for all purposes. If the Cardholder has any question, problem or dispute in relation to any Transactions involving the use of the Card, the Cardholder must look to BEA for answers to such questions or for resolution of such problems or disputes.
9. Cash and/or cheque in Hong Kong currency may be deposited with BEA by the use of the Card and the ATM of BEA provided always the Cardholder agrees that:
  - (a) envelope cash deposits shall be treated as having been received by BEA and will be credited to the Cardholder's account only after verification by BEA (such verification may not take place on the same day), and before the same is credited to the Cardholder's account as aforesaid, the Cardholder cannot withdraw or utilise the same;
  - (b) cheques deposited are accepted for collection only, the proceeds will not be credited to the Cardholder's account and be available for withdrawal or transfer until after the cheques have been duly cleared. Such collection of cheques may not take place on the same day as the deposit of cheques;
  - (c) the Customer advice(s) issued by the ATM in respect of the acceptance of such deposit(s) represents only what the Cardholder has purported to have deposited with BEA by the use of the Card and the ATM and shall in no way and under no circumstances bind BEA as to its/their validity and correctness as to the amount

so deposited, which is subject to the verification by BEA;

- (d) the Cardholder shall indemnify BEA and keep BEA fully indemnified against all or any Losses arising from or relating to the Cardholder's making deposits with BEA by using the Card and the ATM, unless any of the Losses arises out of BEA's negligence, fraud or wilful default;
  - (e) deposit of coins by the use of the Card and the ATM is not allowed;
  - (f) instant cash deposits will be credited to Cardholder's account instantly if the transaction is accepted but BEA reserves the right to verify and reverse such transaction.
10. The Cardholder irrevocably authorises BEA to debit, without any prior notice to the Cardholder, the account of the Cardholder with BEA the amount of any withdrawal, transfer and/or Transaction involving the use of the Card at the ATM of BEA or the ATM of any other Member Bank and/or POST whether or not made with his/her knowledge or by his/her authority on receipt by BEA of the transfer request. In case of fund transfer to any other bank's account or Third Party Account, BEA is not responsible in any circumstances to recover any amount paid to the Receiving Banks, unless due to the negligence, fraud or wilful default of BEA and is not responsible if any Receiving Bank fails for any reason to pay the transferee.
11. In the event of loss or theft of the Card, the Cardholder shall immediately report to BEA and confirm the same in writing, if requested by BEA. The Cardholder shall be responsible for all Transactions effected by the use of the Card by any person whether or not authorised by the Cardholder before such written notification of Card loss or theft has been received by BEA. If any replacement Card is issued, BEA is entitled to charge a fee. BEA may from time to time in its sole discretion determine the fee for the replacement of the Card which shall be debited from the designated account to which the Card relates.
12. The Card and the related PIN are issued and delivered to the Cardholder at his/her own risk.
13. BEA and/or any Member Bank and/or any other institutions shall not be responsible for any and all consequences, if the Transactions involving the use of the Card are not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM and/or POST.
14. BEA shall be entitled from time to time to impose any limit and/or restriction whether in amount or otherwise on the use of the Card. If a Transaction made by the Cardholder exceeds such limit or use, BEA is not obliged to effect such withdrawal or transfer and is entitled to refuse or reject to effect such withdrawal or transfer, without incurring any liability whatsoever and without prior notice to the Cardholder.
15. BEA hereby reserves all rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as BEA may announce from time to time.
16. BEA shall be entitled to charge and the Cardholder hereby agrees to pay an annual fee for the Card. BEA may from time to time in its absolute discretion determine the annual fee for the use of the Card. Such annual fee is payable in advance and shall be debited automatically from the designated account to which the Card relates. If such annual fee is to be collected in any currency other than Hong Kong currency, BEA shall have absolute discretion to convert such annual fee into such other currency(ies) at BEA's rate of

exchange determined by BEA at the time the transaction is processed without reference to or consent from the Cardholder. Any amendment and change will be announced by BEA from time to time in such manner as it deems fit. All such fees shall not be refundable irrespective of cancellation of the Card whether by the Cardholder or by BEA. The Cardholder hereby confirms that BEA shall in no event be liable for any loss or damage or consequence including but not limited to, the dishonour of any Transaction involving the use of the Card or the levying of any overdraft interest due to insufficient credit balance of the account to which the Card relates, which may be incurred or suffered by the Cardholder as a result of, or arising from the levying and automatic debiting of any annual fee from the designated account. The Cardholder hereby further waives his rights, if any, against BEA of the aforesaid liabilities, if any, and confirms that the Cardholder shall be solely liable for such liabilities.

17. The Cardholder agrees that BEA may contact his/her employer, banks, or other information sources to obtain, collect, hold, store, use, exchange, and disclose details of information, provided by/or related to the Cardholder or any Transactions or dealings between them/or personal data without prejudice to the generality of the foregoing. Data held by BEA relating to the Cardholder will be kept confidential but BEA may disclose any such details or information as above to any member banks and to any third party service provider whose name or logo appear on the Card. Such transfers are necessary to ensure international acceptability and efficient provision of the services of the Card. BEA may also compare the information collected about the Cardholder and may use the results of such comparisons for the purpose of taking any action including action which may be adverse to the interest of the Cardholder in connection with denying authorisation for use of the Card or cancellation of the Card or collection of amounts outstanding in respect of the Card. The Cardholder is entitled at any time to request access to the information held by BEA about the Cardholder or the account(s) of the Cardholder and to request an update or correction of any such information. Such request should be made in writing to the Group Data Protection Officer, The Bank of East Asia Group, 10 Des Voeux Road Central, Hong Kong. BEA has a right to charge a reasonable fee for complying with any data access requests.
18. BEA shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the Card or any statement or other communication made or any dispute defect or deficiency in any goods or services supplied in connection with the use of the Card. The Cardholder shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Cardholder to revoke challenge or vary any transfer or payment effected.
19. The Cardholder's use of the Card shall at all times be subject to all the terms and conditions currently enforced for the time being imposed by BEA. The Cardholder may at any time return the Card to BEA by cutting the Card in half and returning the pieces to BEA whereupon on actual receipt by BEA of the pieces of the Card, the Card shall be cancelled.
20. The Cardholder acknowledges that fund transfers to Third Party Accounts involve risks, for example, in the event of payments to unauthorised Third Party Accounts.
21. If a Receiving Bank is in default in the interbank settlement before the Cardholder's payment has been made to it, the payment would not be made and the debit entry in the Cardholder's account would accordingly be reversed.
- 21A. ATM services of the Card within or outside Hong Kong are subject to the respective daily

transaction limits as determined by BEA or set by the Cardholder through BEA (whichever is lower in each case) and the scope of services as determined by BEA from time to time.

22. For any Transaction carried out in any currency other than Hong Kong currency, BEA shall have complete discretion to convert such foreign currency by any lawful means at BEA's disposal and at BEA's prevailing Exchange Rate without reference to or consent from the Cardholder.
23. Deposit of foreign currency notes/coins and/or cheques by use of the Cyberbanking Card and the ATM is not permitted and BEA will not be responsible for the consequences of any attempts to deposit such items.

**Clauses 24 to 26 below are applicable to Dual Currency ATM Card only**

24. BEA shall be entitled to charge a fee for each transaction made at the ATM and/or POST at such rate as determined in its absolute discretion and announced by BEA from time to time. BEA shall have absolute discretion to convert such fee into Hong Kong currency and/or such other currency(ies) at BEA's rate of exchange determined by BEA at the time the transaction is processed without reference to or consent from the Cardholder. The Cardholder acknowledges that if the transaction fee cannot be debited successfully due to insufficient funds in the account(s) or any other reason, BEA is not obliged to effect any such withdrawal or transfer and is entitled to refuse to effect such withdrawal or transfer, with or without cause, without incurring any liability whatsoever and without prior notice to the Cardholder.
25. Deposit of cheques in Renminbi by use of the Card and the ATM is not allowed. BEA will not be responsible for the consequence of any attempts to deposit such items.
26. Renminbi notes may be deposited by use of the Card and the ATM of BEA provided always the Cardholder agrees that:
- (a) envelope Renminbi note deposit shall be treated as having been received by BEA and will be credited to the Cardholder's account only after verification by BEA (such verification may not take place on the same day), and before the same is credited to the Cardholder's account as aforesaid, the Cardholder cannot withdraw or utilise the same;
  - (b) the Customer advice(s) issued by the ATM in respect of the acceptance of such deposit(s) represents only what the Cardholder has purported to have deposited with BEA by the use of the Card and the ATM and shall in no way and under no circumstances bind BEA as to its/their validity and correctness as to the amount so deposited, which is subject to the verification by BEA;
  - (c) the Cardholder shall indemnify BEA and keep BEA fully indemnified against all or any Losses arising from or relating to the Cardholder's making deposits with BEA by using the Card and the ATM, unless any of the Losses arises out of BEA's negligence, fraud or wilful default.

BEA may from time to time in its absolute discretion refuse to accept any deposit in Renminbi notes by the use of the Card and the ATM of BEA without incurring any liability whatsoever and without prior notice to the Cardholder.

**Schedule III**

## **Terms and Conditions for Bank Services relating to Faster Payment System**

### **1. Bank Services relating to Faster Payment System**

(a) We provide the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. These Terms and Conditions govern our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. These Terms and Conditions supplement and form part of the BEA Online Terms and Conditions (the "Existing Terms"). The provisions of the Existing Terms (other than the provisions of this Schedule III) continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in these Terms and Conditions. Unless otherwise specified, the provisions of these Terms and Conditions prevail if there is any inconsistency between them and the other provisions of the Existing Terms with respect to the Bank Services.

(b) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of these Terms and Conditions. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of these Terms and Conditions.

(c) In these Terms and Conditions, the following terms have the following meanings:

**"Addressing Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

**"Bank Services"** means the services provided by us to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

**"Default Account"** means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

**"eDDA"** means a direct debit authorisation set up by electronic means using HKICL FPS.

**"eDDA Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

**"Faster Payment System Identifier" or "FPS ID"** means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

**"HKICL"** means Hong Kong Interbank Clearing Limited and its successors and



assigns.

**"HKICL FPS" or "Faster Payment System"** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

**"Participant"** means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

**"Proxy ID"** means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS ID.

**"Regulatory Requirement"** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

**"you" and "your"** means each customer to whom we provide Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to us in connection with the use of the Bank Services.

**"we", "us" and "our"** means The Bank of East Asia, Limited and its successors and assigns.

## **2. Scope of Bank Services and conditions for use**

- (a) We provide the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- (b) We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (c) In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
- (d) All payment or funds transfer transactions using HKICL FPS will be processed,



cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.

- (e) We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

### **3. Addressing Service - registration and amendment of Proxy ID and related records**

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS ID as Proxy ID to you.
- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (c) At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

### **4. eDDA Service**

- (a) In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.
- (b) You hereby authorise us to effect transfers from your account to that of the beneficiaries in accordance with such instructions as we may receive from the beneficiaries from time to time provided always that the amount of any one such transfer shall not exceed the limit indicated in the eDDA setup.
- (c) You agree that we shall not be obliged to ascertain whether or not notice of any such transfer has been given to you.
- (d) You accept full responsibility for any overdraft (or increase in existing overdraft) on your account which may arise as a result of any such transfer(s) conducted in accordance with the eDDA setup.
- (e) You agree that should there be insufficient funds in your account to meet any transfer, we shall be entitled, in our discretion, not to effect such transfer in which event we may charge you the usual fees.
- (f) The eDDA shall remain in effect until you have provided us at least one(1)-week

advanced notification for cancellation or variation of your eDDA setup or until after your designated end date as specified in the eDDA setup (whichever shall first occur).

- (g) You agree that any notice of cancellation or variation of the authorisation for a specific direct debit transaction will only become effective once the counter-party confirms the cancellation or variation request.
- (h) If the amount of your payments is likely to vary each time, you agree that you will set the limit for each payment at the maximum amount you expect to pay at any one time in the eDDA setup.

## **5. Your responsibility**

- (a) Present genuine owner or authorised user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

- (b) Proxy ID

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.

- (c) Correct information

- (i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.
- (ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

- (d) Timely updates

- (i) You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related

records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

- (ii) You may liable if loss is caused by your failure to provide update information which may result in the Bank being unable to process your applications or to provide or continue to the eDDA Service and/or the related services to you.

(e) Change of Default Account

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) Transactions binding on you

- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) Use Bank Services responsibly

You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- (iii) If we offer the FPS ID as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS ID in an attempt to generate a number or value that you desire.

(h) Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the Bank Services will be handled by us in accordance with these Terms and Conditions and the applicable provisions in the Existing Terms. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (i) you are responsible for all the acts and omissions of each person authorised by you;
- (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
- (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of these Terms and Conditions that are applicable to him/her when acting on your behalf.

**6. Our responsibility and restriction of liability**

- (a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of Clause 6(a) above or the provisions of the Existing Terms:
  - (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
  - (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:

- (1) your failure to comply with your obligations relating to the Bank Services; and
    - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and
  - (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) Your confirmation and indemnity
- (i) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services.
  - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

## **7. Collection and use of Customer Information**

- (a) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
    - (i) yourself;
    - (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
    - (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives,
- all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".
- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes

of the Bank Services. These purposes include without limitation one or more of the following:

- (i) providing the Bank Services to you, maintaining and operating the Bank Services;
  - (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time;
  - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
  - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
  - (v) purposes relating to any of the above.
- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clauses 7(a)(ii) or 7(a)(iii) above), you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Clause.