

**Notice of Amendments to**  
**(1) Cyberbanking Terms and Conditions;**  
**(2) SupremeGold Account/Supreme Account/i-Account**  
**Terms and Conditions;**

all effective from 1<sup>st</sup> March, 2021 (the “**Effective Date**”)

The “Cyberbanking Terms and Conditions” and “SupremeGold Account/Supreme Account/i-Account Terms and Conditions” will be amended with effect from the Effective Date, and a summary of the amendments’ key features is provided below:

Service/Account Document	Clause	Amendments
<b>Cyberbanking Terms and Conditions –</b>  <u>General Terms and Conditions for Cyberbanking</u>	1	BEA Mobile Banking supplemented as one of the banking services offered by the Bank through electronic delivery channels.
	2	<ul style="list-style-type: none"> <li>- Definitions of “Authorised Person” and “Registered Payee” added;</li> <li>- Definition of “Designated Account” removed;</li> <li>- Definitions of “Certification Authority”, “Digital Certificate”, “Digital Signature”, and “ETO” removed;</li> <li>- Wording related to “Telex instructions” removed;</li> <li>- BEA Mobile Banking supplemented as one of the electronic delivery channels.</li> </ul>
	4.8	A new clause 4.8 has been added to specify that OTPs for verifying transactions through Cyberbanking will be sent by short message service to the mobile phone number registered by the customer or the last known mobile phone number of the customer in the records of the Bank.
	7	- Wording related to “Designated Account” deleted.
	8	<ul style="list-style-type: none"> <li>- Wording related to “Designated Account” deleted;</li> <li>- Wording related to “Registered Payee(s)” added.</li> </ul>
	9.1	- Wording related to “telegraph”, “telex”, and “short message service” removed.
	9.2	Clause 9.2 has been revised to specify that customer should immediately notify the Bank in writing or through Cyberbanking upon any change of email address.
	Schedule I	<ul style="list-style-type: none"> <li>- “Designated Account(s)” replaced by “Registered Payee(s)”;</li> <li>- All clauses related to “Digital Certificates” removed;</li> <li>- “Self-selected user ID/name” and “code or security code generated or designated by i-Token Service of BEA” added as login credentials for, or credentials to confirm transactions in, Cyberbanking and/or BEA Mobile Banking;</li> <li>- A new clause has been added as Clause 32(d), which is an additional warranty/representation to be given by customer that his/her use of Cyberbanking, BEA Mobile Banking and any of banking services will comply with all applicable laws, rules, and regulations.</li> </ul>
<b>SupremeGold Account/Supreme Account/i-Account Terms and Conditions</b>	<b>A. General Terms and Conditions</b>	
	1. Definitions and Interpretation	<p>The definition of “Authorised Person” shall be amended as:  “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 them;</p> <p>The definition of “Certification Authority” or “CA” shall be deleted:  <del>“Certification Authority” or “CA” means a certification authority recognised for the purposes of ETO and the Public Key Infrastructure (“PKI”), which is responsible for the use of a trustworthy system for the issuance, withdrawal, and publication in a publicly available repository of recognised and accepted digital certificates for secure on-line identification;</del></p> <p>The definition of “Cyberbanking” shall be amended as:  “Cyberbanking” means such services including BEA Mobile Banking offered by the Bank over different electronic delivery channels including but not limited to the Internet, mobile devices, and fixed line telephone networks, Automatic Teller Machines, and such other channels as announced by the Bank as available from</p>

Service/Account Document	Clause	Amendments
		<p>time to time;</p> <p>The definition of "Designated Account" shall be deleted:  <del>"Designated Account" means any account 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 Cyberbanking provided that the Bank may at its option, cancel or suspend the provision of Cyberbanking in respect of any of the Designated Account(s).</del></p> <p>The definition of "Digital Certificate" shall be deleted:  <del>"Digital Certificate" means any certificate issued by a certification authority (as defined in ETO) that BEA has accepted for use in a transaction through the Cyberbanking;</del></p> <p>The definition of "Digital Signature" shall be deleted:  <del>"Digital Signature", in relation to an electronic record, means an electronic signature of the signer (as defined in the ETO);</del></p> <p>The definition of "ETO" shall be deleted:  <del>"ETO" means the Electronic Transactions Ordinance (Cap. 553);</del></p> <p>The definition of "Instruction" shall be amended as:  <del>"Instruction" means ... (v) any instruction given through BEA Mobile Banking, or (vi) verbal or written or facsimile or telex 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;</del></p> <p>The definition of "PIN" shall be amended as:  <del>"PIN" means the number designated by BEA and used by the Customer to authenticate the access to the individual electronic delivery channels of Cyberbanking and subsequent to any change in PIN via Cyberbanking or BEA Mobile Banking, 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;</del></p> <p>The definition of "Registered Payee" shall be added:  <del>"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 Cyberbanking 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 Cyberbanking in respect of any of the Registered Payee(s);</del></p>
	4. Customer's Instructions	<p>The following shall be inserted as Clause 4.7:  The Customer understands and agrees that the one-time password (OTP) for verifying transactions through Cyberbanking 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.</p>
	5. Authorisation and Indemnity of Telephone and Facsimile Instructions (applicable to SupremeGold Account only)	<p>Clause 5.1 shall be amended as:  Notwithstanding that the relevant mandate may provide otherwise, BEA is authorised to act on any oral instruction given, or purported to be given by the Customer or any Authorised Person, using the Card, over the telephone, by facsimile <del>or telex</del> or such other electronic or telecommunication means as may be acceptable to BEA and notified to the Customer. Instruction given by telephone or other electronic means mean instructions given by a person who can ... (iii) if required by BEA, <del>produce such Digital Certificate</del> quote such security code (including one-time password sent by SMS and security code generated by the i-Token Service of BEA) of the Customer or of any Authorised Persons <del>acceptable to BEA</del>; ...<del>Facsimile or telex</del> Instructions may only be made in such manner as may be prescribed by the Bank and notified to the Customer from time to time.</p> <p>Clause 5.3 shall be amended as:  ... BEA shall not be held liable for the execution of Instructions by telephone,</p>

Service/Account Document	Clause	Amendments
		<p>facsimile and telex or other electronic means given by any unauthorised person of the Account.</p> <p>Clause 5.4 shall be amended as:  ...In case of Instructions given by facsimile and telex or other electronic means, the name and/or number of the Account, appearing in the facsimile and telex or other electronic means, will be considered as sufficient proof of identity.</p>
	8. Representations and Warranties	<p>The following shall be inserted as Clause 8 (h):  ... (h) its use of Cyberbanking, BEA Mobile Banking 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.</p>
	24. Notices	<p>Clause 24.1 shall be amended as:  ... 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 telegraph, telex, facsimile transmission, short message service ("SMS"), or electronic mail, at the time of dispatch.</p>
<b>B. Bank Product and Service Conditions</b>		
	5. Cyberbanking	<p>Clause 5.1 shall be amended as:  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 and Designated Account (only fund transfer to, but not out of the account of, a Designated Account Registered Payee is allowed). ...</p> <p>Clause 5.2 shall be amended as:  The granting of usage and/or access to Cyberbanking to operate the Account, Related Account and Designated Service Account and/or transfer of funds to the account(s) of the Registered Payee(s) shall be at sole discretion of BEA and BEA may cancel or suspend Cyberbanking or any part thereof at any time. Without limiting the foregoing, BEA may refuse to accept any Digital Signature and/or Digital Certificate in relation thereto at its absolute discretion, notwithstanding that the use of the Digital Certificate has been registered with BEA. ...</p> <p>Clause 5.4 shall be amended as:  BEA shall supply the Customer with the Cyberbanking Account Number 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. The Cyberbanking Account Number is the same as the account number of the Account. ...</p> <p>Clause 5.6 shall be deleted:  It shall be the Customer's responsibility to comply with the Certification Practice Statement ("CPS") as well as terms and conditions as set out by each issuing CA of the Digital Certificate under the ETO and the Customer acknowledges and agrees that BEA will not have any liability whatsoever in connection therewith.</p> <p>Clause 5.7 shall be deleted:  The Customer may use a Digital Certificate which is applied through BEA or issued by the CA that may be acceptable to BEA within the Service(s) published by BEA from time to time provided that the CA issuing that Digital Certificate has notified BEA the readiness and acceptance of the underlying Digital Certificate in accordance with the rules and procedures set by the CA within the validity period of the Digital Certificate. The Customer agrees to be bound by other terms and conditions of the Service(s) provided as prescribed by BEA from time to time.</p> <p>Clause 5.8 shall be deleted:  BEA may accept the Digital Signature of the Customer which is supported by a Digital Certificate applied through BEA or issued by the CA as may be acceptable to BEA within the validity period of the Digital Certificate. BEA is entitled to treat such Digital Signature as the manual signature of the relevant person(s).</p> <p>Clause 5.9 shall be deleted:  BEA may presume that the information of the Customer contained in a Digital Certificate issued by such CA as may be acceptable to BEA to be correct if the</p>

Service/Account Document	Clause	Amendments
		<p><del>Digital Certificate was published in a repository.</del></p> <p>Clause 5.10 shall be amended as: The Customer may request, in writing or through Cyberbanking, the alteration of the self-selected user identity ("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.</p> <p>Clause 5.11 shall be amended as: The issuance, selection, or usage of a new self-selected user ID/name or PIN <del>and/or a new Digital Certificate</del> shall not be construed as the commencement/creation of a new contract.</p> <p>Clause 5.12 shall be amended as: The Customer acknowledges that the self-selected user ID/name or PIN, <del>the private key and/or password of Digital Certificate</del> 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) under any circumstances. ...</p> <p>Clause 5.13 shall be amended as: Without prejudice to other provisions hereof, the Customer agrees to indemnify BEA against all or Losses on a full indemnity basis which is directly or indirectly related to or in connection with the use of Cyberbanking <del>and/or Digital Certificate</del>, or BEA Mobile Banking whether such use is authorised or unauthorised or related to or in connection with any breach of these Terms, save for <del>unless any of the</del> Losses arises arising out of BEA's negligence, fraud or wilful default.</p> <p>Clause 5.14 shall be amended as: 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 Cyberbanking and BEA Mobile Banking 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 Important Notes for Security in relation to Cyberbanking and BEA Mobile Banking without prior notice.</p> <p>Clause 5.15 shall be amended as: Any Transaction effected by BEA pursuant to or as a result of an Instruction initiated by the Customer with the correct Cyberbanking Account Nnumber, code or security code generated or designated by i-Token Service of BEA, self-selected user identity ("ID")/name and/or, PIN <del>and/or Digital Certificate</del> shall be binding on the Customer. ...</p> <p>Clause 5.17 shall be amended as: 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 Cyberbanking Account Nnumber, self-selected user ID/name, and PIN shall be binding on the Customer.</p> <p>Clause 5.18 shall be amended as: ... 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 PIN.</p> <p>Clause 5.19 shall be amended as: ... 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 Cyberbanking, the Cyberbanking Account Nnumber(s), self-selected ID/name, or PIN(s) or <del>Digital Certificate(s)</del>-code or security code generated or designated by</p>

Service/Account Document	Clause	Amendments
		<p>i-Token Service of BEA, whether such use is authorised or unauthorised, ...</p> <p>Clause 5.20 shall be amended as: BEA shall have the absolute discretion from time to time to determine the scope of Cyberbanking, <del>acceptance of Digital Certificate</del>, set or change the daily cut-off time, withdraw or discontinue the operations of Cyberbanking without notice or responsibility to the Customer. ...</p> <p>Clause 5.22 shall be amended as: Any Instruction given to BEA through Cyberbanking 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, the 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, <del>the Designated Account</del>, 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 judgement 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.</p> <p>Clause 5.27 shall be amended as: The Customer acknowledges that transactions involving any transfer of funds between any Sub-accounts or Related Account, or the account of Registered Payee or Designated Service Account, or payment Instructions on any day 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....</p> <p>Clause 5.28 shall be deleted: <del>Cyberbanking can be used for fund transfer/payment Transactions if there are sufficient funds in the Account, Related Account(s) and/or Designated Service Account. If the transfer/payment Transaction is made without sufficient funds in the account(s), BEA is not obliged to effect any such transfer/payment Transaction and is entitled to refuse to effect such transfer/ payment Transaction, with or without cause, without incurring any liability whatsoever and without prior notice to the Customer. If BEA agrees to effect such transfer/payment Transaction, 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.</del></p> <p>Clause 5.33 shall be amended as: The Customer agrees to the disclosure or transfer of personal data in respect of the Account(s), Transactions and dealings with BEA, the mobile phone network service providers and of other third party engaged in any Transaction or providing any service in respect of the Cyberbanking 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 Cyberbanking.</p> <p>Clause 5.34 shall be amended as: BEA shall endeavour to take all steps as far as reasonably practicable to ensure that information made available by Cyberbanking is correct and updated at regular intervals. The Transaction details and balances of the Account(s), the account of the Registered Payee (whether it is in the name of Customer) and Related Account(s) as shown in the Customer's terminal or any print-out are for reference only. ...</p> <p>Clause 5.36 shall be amended as: 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 Cyberbanking <del>and/or Digital Certificate</del> by the Customer. ... 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 Cyberbanking or the levying of any overdraft interest due to insufficient credit balance of the Account(s) and Related Account(s) or Designated</p>

Service/Account Document	Clause	Amendments
		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. ...
	7. Securities Investment Services	Clause 7.2 (c) should be amended as: ...(c) he becomes aware of any unauthorised use of his Cyberbanking Account Number, user ID/name, and/or PIN and/or Digital Certificate. ...

If you do not accept the above amendments, you are required to notify the Bank of your objection in writing before the Effective Date so that the Bank can discontinue the Service or the relevant account for you. If we do not hear from you by that date, you will be deemed to have consented to and agreed to be bound by this Notice of Amendments in relation to the Service provided by the Bank.

You can obtain a copy of the amended Terms and Conditions by visiting BEA's website at <https://www.hkbea.com/html/en/bea-TnCAmendment.html> or any of our branches. For enquiries, please call our customer service hotline on (852) 2211 1321.

Should there be any discrepancy between the English and Chinese versions of this document, the English version shall apply and prevail.

The Bank of East Asia, Limited

January 2021