

UK Corporate Cyberbanking Service Terms and Conditions

1. Introduction

1.1 This document sets out the terms and conditions that apply to the use of the UK Corporate Cyberbanking Service (the "Service"). These terms and conditions apply in addition to our General Terms and Conditions and Products Terms and Conditions (copies can be obtained from our website or in branch) for the Account or the service that are accessible via the Service and our General Terms and Conditions are accordingly incorporated herein. In the event of any inconsistency between our General Terms and Conditions and Products Terms and Conditions, in relation to the use of the Service, the terms and conditions set out herein will prevail. Please read these terms and conditions carefully before using the Service.

2. Definition

2.1 "**Account**" means an account with us that is accessible via the Service;

2.2 "**Administrator**" means any person designated by the Customer to act on behalf of the Customer (including without limitation by designating Approvers) and to be responsible for the management and control of the use of the Service from time to time;

2.3 "**Approval Arrangement**" means the number of Approvers (one or more) for approving transactions required by the Bank from time to time;

2.4 "**Approver**" means a person designated by an Administrator to authorise instructions to the Bank submitted using the Service by an Inputter;

2.5 "**Bank**" (also "**we**", "**us**" and "**our**") means The Bank of East Asia Limited, acting through its UK branch ("BEAUK");

2.6 "**Browser**" means any Internet browser supported by the Service;

2.7 "**Corporate Cyberbanking Service**" or "**Service**" means the internet banking service that we make available from time to time through the Internet to enable the electronic receipt and transmission of information (including in relation to an Account);

2.8 "**Business Day**" means any day (excluding Saturdays, Sundays and bank holidays in England) that we are open for the transaction of normal banking business;

2.9 "**Customer**" (also "**you**", "**your**" and "**yours**") means any sole proprietorship, partnership or corporation who applies for the Service and whose application is accepted by the Bank;

2.10 "**Cut-Off Time**" means the time of a Business Day that we must receive Instructions by if they are to be processed on the same Business Day;

2.11 "**Cyberbanking Number**" means the unique identifier allowing a User to access and use the Service;

2.12 "**Enquirer**" means a person designated by an Administrator to make enquiry of the Account and any other information available via the Service;

2.13 "**Inputter**" means a person designated by an Administrator to input instructions to the Bank using the Service;

2.14 "**Instruction**" means, with respect to an Account, any request given by the Customer, an Administrator or any User for a deposit, withdrawal, transfer, payment, access to Account status, balances or access to any other Account information that we make available;

2.15 "**Limit**" means any transactional, daily or other limit on the amount that may be paid, transferred or withdrawn in a transaction or series of transactions using the Service;

2.16 "**One Time Password (OTP)**" means the unique code that can only be used once and is sent to the User registered mobile phone number by the Bank via Short Message Service (SMS) to access the Service;

2.17 "**Personal Identification Number (PIN)**" means the code issued to a User by the Bank or chosen by the User to access the Service;

2.18 "**Security Details**" means the Cyberbanking Number, PIN, OTP and any other identification or secret code assigned for the authentication of the User by the Bank from time to time;

2.19 "**User**" means an Enquirer, Inputter or Approver;

2.20 "**Website**" means the website designated by the Bank from time to time through which Users can access the Service which at the present is at www.hkbea.co.uk.

3. Use of the Service

- 3.1 UK Corporate Cyberbanking Service enables the Customer to carry out certain banking functions in the Accounts that you have with us.
- 3.2 The Customer is only permitted to use the Service in accordance with these terms and conditions, and in accordance with our instructions which may be provided by us at any time by any method of communication agreed between us and the Customer.
- 3.3 Customers shall designate and appoint one or more Administrators to give instructions to the Bank relating to the access and the use of the Service on behalf of the Customer. The Instructions given by an Administrator shall be binding upon the Customer. An Administrator shall manage and control the access and use of the Service including without limitation the designation of Users and the distribution of PINs to Users pursuant to these terms and conditions.
- 3.4 The Administrator shall collect the Security Details for the Service or the Bank shall deliver the Security Details for the Service to the Administrator using the address in the Bank's record and the Administrator shall pass the Security Details to the Users. The Customer shall and shall ensure that each Administrator and each User shall keep the Security Details secure and the Customer shall be fully liable and responsible for any loss, claim, damage, cost or expense whatsoever and howsoever suffered or incurred by any person arising from or in connection with any breach of these terms, negligence, improper use, misuse, theft or loss of the Security Details.
- 3.5 We may require the Customer, Administrator, User and other personnel of the Customer to visit one of our branches in person in relation to the Service for identification and other checks that may be required from time to time according to our procedures for the operation of the Service.
- 3.6 By using the Service, the Customer accept(s) these terms and conditions.
- 3.7 The closure of an Account will result in the termination of the Service for that Account. All outstanding, pending and scheduled Instructions submitted via the Service for this Account will be automatically cancelled upon closure of the Account.
- 3.8 The Bank shall use all reasonable endeavours to ensure that information made available by the Service is correct and updated at regular intervals. The transaction details and Account balances as shown via the Service are for reference only. Those transaction details and Account balances as recorded in our internal banking systems rather than as shown in the Service will be conclusive evidence as to the transactions and balances.

4. Security

- 4.1 The Customer acknowledges and agrees that it has a duty of care to us to ensure the competency, honesty, integrity and suitability of the Administrator and all Users.
- 4.2 The Customer shall and shall ensure that each User observes and complies with the following security precautions. A copy of the security precautions will be given to the Administrator to pass to each User.
 - 4.2.1 Each time when accessing the Service, the User will be asked to input the Security Details, including Cyberbanking Number, PIN and OTP. The OTP is sent to the User registered mobile phone number as an additional level of security. We will only send the OTP when the access request is received.
 - 4.2.2 Keep all Security Details confidential and take all reasonable precautions to prevent unauthorised or fraudulent use. Do not write any Security Details down.
 - 4.2.3 Not to use public access terminals, such as those in internet cafes, to conduct banking business as it cannot be certain that proper protection measures are in place.
 - 4.2.4 Close all other browser windows before logging into the Service to protect the User's information against unauthorised access from other websites.
 - 4.2.5 Not to disclose the Security Details to anyone. In particular, do not send the Security Details via email or assign the same Security Details for accessing other electronic services. We will never ask the User for the PIN or OTP in any form, either by email, telephone or in writing. Fraudsters will send messages purportedly from us to entice the User to reveal Security Details. Please contact us immediately on 020 7208 7090 if the User receives such correspondence. If in doubt, always confirm with us that we have sent the message before responding.

- 4.2.6 Inform us as soon as possible if the User changes the mobile phone number or the mobile phone is lost or stolen to prevent anyone else from accessing the OTP.
- 4.2.7 Change the PIN as soon as possible after receipt from us.
- 4.2.8 Change the PIN immediately if it is suspected that somebody knows it.
- 4.2.9 Change the PIN regularly.
- 4.2.10 Take all reasonable precautions and be alert to the surrounding environment when accessing the Service to ensure that the Security Details are not disclosed to any other person.
- 4.2.11 'Log off' using the 'Log out' button and close the Browser once it has finished using the Service. For added security, the Service will 'log off' automatically if the User's session has been inactive for 5 minutes.
- 4.2.12 Access the Service via the Website and avoid clicking on any hyperlink embedded in any electronic email, search engines or from any unknown source to access the Service. It is possible that websites can be 'cloned' to appear like the real site. Always type the address of the Website carefully into the Browser to access the Service. If the website appears different in any way, please contact us to report the incident immediately. The User should not disclose the Security Details to any unknown or suspicious website.
- 4.2.13 Not to use a PIN that is easy to guess. Do not use passport number, national insurance number, telephone number, date of birth, driving licence number, name, or any simple sequence (such as 12345678 or ABCDEFGH) as the PIN and avoid using the same alphanumeric character more than once (such as 11111111 or A1A1A1A1).
- 4.2.14 Take precautionary measures to protect the computer that is used to access the Service from hacking and virus attack. The operating system of the computer should be regularly updated with the latest security patches. Proper firewalls, anti-spyware and anti-virus software should be installed on the computer and updated with security patches or newer versions on a regular basis to strengthen the security of the computer. The User shall not set options on the Browser to store PIN. Precautions must be taken when sending or reading emails, opening attachments, or downloading files / programs.

- 4.3 The Customer undertakes to check the Account balances and transactions regularly. If the Customer has reason to believe that fraudulent or suspicious transactions have been carried out on any Account, the Customer should notify us immediately.
- 4.4 If we believe that fraudulent or suspicious transactions are being carried out on an Account, we reserve the right to withdraw all or part of the Service.
- 4.5 For more information on all types of fraud and how to prevent becoming a victim, please visit the government website at www.moneyadviceservice.org.uk.
- 4.6 We shall not in any event be liable for any loss or damage whatsoever suffered by the Customer as a consequence of the User's failure to observe and comply with any of the above security precautions.

5. Acting on the Customer's Instructions

- 5.1 All authorised Instructions, once given, shall be irrevocable and binding on the Customer. The Bank's record of Instructions and transactions shall be deemed to be conclusive evidence against the Customer.
- 5.2 Any Instruction given to the Bank via the Service shall operate as request by the Customer to the Bank to act on the Instruction. We will not make any further enquiries into the authenticity of an Instruction.
- 5.3 We reserve the right to refuse to act on an Instruction if it does not comply with these terms and conditions, our General Terms and Conditions, or the Terms and Conditions of the Account. For example, we will not ordinarily allow a transaction if it would create an overdraft, it would exceed an agreed overdraft limit, instructions are unclear or we consider that following an Instruction might be contrary to applicable law or code of practice.
- 5.4 In circumstances where we refuse to carry out an Instruction, we will seek to inform the Customer no later than the third business day after the time of receipt of the instruction and where possible, tell the Customer our reasons for doing so. There may be circumstances beyond our control or legal reasons that prevent us from disclosing the reason why we have refused to act on an Instruction.

- 5.5 We may, from time to time, apply limits to Instructions, in relation to amounts individually, in aggregate or on other criteria. Limits will come into effect immediately after we apply them. We will notify the Customer as soon as practicable.
- 5.6 We will not be liable for any failure to provide the Service (in whole or in part) for any cause that is beyond our reasonable control or that is unavoidable. This includes any suspension of the Service resulting from maintenance and upgrades to our systems.
- 5.7 We will not be liable for any delay in carrying out the Instructions while monitoring the Account and / or while fraud prevention checks are taking place.
- 5.8 We will not be responsible for any loss or damage that the Customer suffers if we decide not to carry out an Instruction.
- 5.9 If incorrect information is provided to us or there is an error in the Instruction, we will make all reasonable efforts to reverse or delete such Instruction but the Customer will be liable for any losses that result from such Instruction.

6. Timing of Instruction

- 6.1 Instructions received through the Service before the Cut-Off Time on any Business Day will normally be processed on the same Business Day.
- 6.2 Instructions received after the Cut-Off Time on a Business Day or any time on a non-Business Day will normally be processed on the next Business Day.
- 6.3 The User will receive notification via the Service or via other means if any Instruction is rejected.
- 6.4 The Bank shall have the absolute discretion from time to time to change the Cut-Off Time without notice.

7. Your Responsibilities and Liabilities

- 7.1 The Customer must inform us promptly of the following. Instructions are still valid until this point is reached.
 - a. the information, as required by us from time to time, including but not limited to the name and passport number of any person who becomes an additional or a replacement for an Administrator, and
 - b. the removal of any Administrator's authority.
- 7.2 The Administrator must inform us promptly of the following. Instructions are still valid until this point is reached.
 - a. the information, as required by us from time to time, including but not limited to the name and passport number of any person who become an additional User and its relevant authority level;
 - b. the removal of any User;
 - c. the change in any User's authority; and
 - d. the change in Limit and Approval Arrangement.
- 7.3 The Customer warrants to exercise due care and good internal control within the Customer's operations from time to time and to use the best efforts to implement segregation of duties and control among personnel in relation to the use of the Service.
- 7.4 The Administrator must contact us without delay by telephoning us on 020 7208 7090 during business hours, Monday to Friday 9:30am to 4:00pm, if User Security Details have been stolen or are liable to misuse or the User suspect that there has been unauthorised access to the Account via the Service. We may ask the Administrator to confirm this in writing within 7 days.
- 7.5 Until we have actually received notice by telephone or in writing that User Security Details have been lost, stolen or are liable to misuse, the Customer will be liable for the full amount of all activities resulting from any use of the Service.
- 7.6 After we have actually received notice by telephone or in writing that User Security Details have been lost, stolen or are liable to misuse, the Customer will not have to pay for any subsequent use of the Service, except in the following circumstances:
 - a. it is discovered that User authorised the Instruction;
 - b. the User acted in a fraudulent manner; or
 - c. the User was negligent in safeguarding the Security Details (including the PIN or Cyberbanking Number) or the Account details. Please refer to Section 4, (Security).
- 7.7 In the event that there is a dispute regarding an Instruction, the Customer agrees that we may inform the police and our insurers and the Customer will be required to co-operate with us and the police during any investigations. The Customer agrees that we will

provide the police and/or our insurers with any information that we or they consider relevant to the investigation.

7.8 The User will be able to access the Service provided that the equipment used is compatible with our requirements. For full details of these requirements, please see our Frequently Asked Questions (FAQ) that is posted on the Website. We reserve the right to change the minimum specification that the User requires to access the Service at any time. The User should ensure that the computer equipment remains in good working order and that the User takes all reasonable steps to ensure that the computer is virus free.

8. Our Responsibilities and Liabilities

8.1 To the extent permitted by law, the Service are provided "as is" and without warranty and all warranties, terms and other conditions not expressly set out in these terms and conditions (whether implied by law, custom, statute or otherwise and including without limitation any term as to satisfactory quality or fitness for purpose) are excluded.

8.2 We do not guarantee that the Service will be available on a continuous and uninterrupted basis. We take no responsibility for, and will not be liable for, the Service (whether in whole or in part) being unavailable due to technical or other issues beyond our control.

8.3 We may provide hyperlinks to other websites which are not under our control. We do not investigate, verify, monitor or endorse the content, accuracy, or any opinions expressed within these websites.

8.4 The mobile service provider may not allow the User to receive OTP via SMS, if going abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the OTP. We shall not be liable for any such charges levied by the service provider or any other party.

8.5 The delivery of the OTP via SMS may be subject to delayed transmission due to the traffic over the network of your mobile service provider. We shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.

8.6 We may, from time to time, suspend access to the Service so that we can carry out maintenance or update the service. We will display on our website in advance the times when the Service is likely to be unavailable, although this may not always be possible.

8.7 We reserve the right to modify and/or update the Service and Website by notice in writing (or in any other form agreed with the Customer) to the Customer.

8.8 We are not liable for the consequences arising out of inaccurate or incorrect information supplied by the Customer, any Administrator or any User.

8.9 Under no circumstances shall we be liable to the Customer (whether in contract, tort, including without limitation negligence, for strict liability or otherwise) for any indirect or consequential loss (whether foreseeable by the Bank or not) arising out of or related to the use of the Service and we shall not be liable for any damage to the Customer's terminals or related facilities or any loss or corruption of the Customer's data in connection with the operation of the Service.

8.10 Subject to the provisions herein, our liability (if any) to the Customer in relation to the provision of the Service shall be limited to the amount of the relevant transaction or the direct damages sustained whichever is less.

8.11 Nothing shall exclude or limit our liability for:

- 8.11.1 death or personal injury caused by negligence;
- 8.11.2 fraud or fraudulent misrepresentation; or
- 8.11.3 any liability that cannot be excluded or limited by law.

9. Fees

9.1 Fees will apply for certain services we offer through the Service. The User will be notified of any applicable fee before the User completes a transaction. Once the User proceeds with a transaction, the Customer authorises us to debit the Account with the relevant fee(s). Please refer to our Bank Charges Leaflet for our current fees or contact us on 0808 180 3838 for details.

10. Contacting Each Other via the Service

10.1 The User may send us and we may send secure email messages to the User via the 'Messages' function which is a secure function within the Service. If the User sends us a

message we will aim to respond to the User within two Business Days. We shall only be deemed to have received the messages when the message is actually received by us.

10.2 The User must not send to us via the 'Messages' function those messages:

- a. which are urgent and require immediate action;
- b. which are requests of a transactional nature, e.g. relating to the creation of a new fixed deposit, making a transfer or payment etc;
- c. which report the loss or theft of cheques;
- d. which are on behalf of any third party or in relation to our dealings with any third party;
- e. which are offensive or otherwise inappropriate.

10.3 All rights in information submitted to us through the Service and Website shall be deemed to be and shall remain our property.

11. Terminating or Suspending the Services

- 11.1 We will continue to provide the Service until the Agreement is terminated by the Customer, the Administrator or Us.
- 11.2 The Customer or the Administrator can notify us at any time if the Customer no longer wishes to use the Service by writing to us.
- 11.3 We may terminate all or any part of the Service at any time by giving the Customer not less than two months' notice.
- 11.4 We may terminate the Service immediately if there is any change of law which prohibits or renders illegal the maintenance or operation of the Service or any parts thereof.
- 11.5 We may suspend all or any part of the Service in certain circumstances, including but not limited to the following:
 - a. to protect the security of the Service or our systems; or
 - b. we have reason to believe that there may have been (or there is likely to be) unauthorised or fraudulent use of the Service.
- 11.6 We may suspend User access to the Service if the User does not log in for more than 12 months.
- 11.7 We may terminate or suspend the User access to the Account via the Service with immediate effect in accordance with section 17.5 of our General Terms and Conditions.
- 11.8 On termination the Customer will immediately ensure that no Users attempt to access or use the Service.

12. Limitations

- 12.1 The information contained on the Website is provided by us. Whilst we use reasonable endeavours to keep the information up to date and correct, we make no representations or warranties of any kind, expressed or implied, about (and accept no liability for) the completeness, accuracy, timeliness, reliability, suitability or availability of any information contained on the Website. We reserve the right to modify the content and/or the design of the Website at any time without notice.
- 12.2 Any reliance which the Customer place on such information is therefore strictly at the Customer's own risk.
- 12.3 We have used reasonable endeavours to ensure, as far as possible, that emails and Instructions sent via the internet are not subject to interference and remain secure and confidential. We cannot, however, guarantee the absolute security of emails and Instructions sent via the Internet. By submitting Instructions and making use of the Service, the Customer is deemed to acknowledge and accept this.
- 12.4 Save where the law requires, we will not be liable for any loss or liability resulting from any failure, act or omission by the Customer's computer or software, or any Internet browser provider, Internet access provider, online service provider or by any agent or subcontractor for any of the above.
- 12.5 Nothing on this website should be considered as providing financial advice. It is recommended that the Customer consults an independent financial advisor.

13. General

- 13.1 We reserve the right to amend or terminate these terms and conditions. Please refer to section 21 (Changes to the Agreement) in our General Terms and Conditions. We will give the Customer two months prior notice in writing of any changes which are material.

- 13.2 A copy of these terms and conditions may be obtained by the Customer from our Website or by calling our Cyberbanking Helpdesk on 020 7208 7090.
- 13.3 We may record or monitor telephone calls in order to establish the existence of facts or compliance with certain regulatory or self regulatory practices, ascertain or demonstrate standard to be achieved by our staff, prevent or detect crime, and other reasons permitted by law.
- 13.4 These terms and conditions are governed by the laws of England and Wales.
- 13.5 These terms and conditions are only available in English.

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