

Mobile Banking Service Terms and Conditions

1. Introduction

This document sets out the terms and conditions that apply to the use of the Mobile Banking Service of BEAUK, in addition to our UK Personal Cyberbanking Service Terms and Conditions and our General Terms and Conditions which can be found on our Website at www.hkbea.co.uk. Please read these terms and conditions carefully before using the Mobile Banking Service.

2. Definitions

- 2.1 **"App"** means the BEAUK mobile application provided by BEAUK for accessing our Mobile Banking Service and other information relating to BEAUK and the services provided by BEAUK;
- 2.2 **"Mobile Banking Service"** or **"Service"** means the channel to access our UK Personal Cyberbanking Service via a mobile device;
- 2.3 **"Mobile Terms"** means this terms and conditions;
- 2.4 **"One Time Password (OTP)"** means the unique code that can only be used once and is sent to your registered mobile phone number by the Bank via Short Message Service (SMS) to access the Service;
- 2.5 **"Passcode"** means the code chosen by you for authenticating your access to the Mobile Banking Service;
- 2.6 **"Username"** means the unique identifier allowing you access to the Mobile Banking Service;
- 2.7 **"We", "us"** and **"our"** means The Bank of East Asia, Limited in the United Kingdom (also referred to as "BEAUK");
- 2.8 **"Website"** means the website designated by the Bank from time to time through which you can access the Service which at the present is at www.hkbea.co.uk;
- 2.9 **"You"** and **"Your"** means you, the person who has entered into an arrangement with us to use the Mobile Banking Service.

3. The Service

- 3.1 The Service provides another channel for you to access the UK Personal Cyberbanking Service. The provisions of the UK Personal Cyberbanking Service Terms and Conditions continue to apply to the use of the Service and should be read in conjunction with the Mobile Terms. By using the Service, you agree that your use of the Service will be subject to such terms.
- 3.2 Each time you use the Mobile Banking Service, you will be asked to input your username, Passcode and OTP.
- 3.3 All accounts and payee templates that you have registered for use in the UK Personal Cyberbanking Service will be accessible via the Service.
- 3.4 Any and all account and transaction limits that you have set for the UK Personal Cyberbanking Service will also apply to the Service.
- 3.5 The service hours applicable to the use of the UK Personal Cyberbanking Service also apply to the Service.
- 3.6 The Service is a basic version of the UK Personal Cyberbanking Service for use on a mobile device: not all of the services accessible via the UK Personal Cyberbanking Service will be accessible via the Service.
- 3.7 You can access the Service on your mobile device either from our App or a web browser.
- 3.8 The App is compatible with and supports the iOS operating system. The Service is also available on Android devices via a web browser. We may withdraw support for any particular version of these operating systems at any time. For details on which operating systems are supported, please refer to the UK Personal Cyberbanking FAQs which can be found on our Website.
- 3.9 You can only register for the Service if you have already registered for the UK Personal Cyberbanking Service. For details on how to register and use the Service,

please refer to the UK Personal Cyberbanking FAQs which can be found on our Website.

- 3.10 We draw your attention to the obligations relating to “Security” set out in the UK Personal Cyberbanking Service Terms and Conditions.

4. Use of Cookies

- 4.1 By using the Service, you agree that we may store and access cookies on your device which are needed to use the Service. For details on the cookies that we use, please refer to our Cookies Information which can be found on our Website.

5. Charges

- 5.1 We do not charge you for using the Service. However, you should be aware that your mobile network operator may charge you for using their data service, including but not limited to the charges for using the General Packet Radio Service (GPRS), Short Message Service (SMS), and any roaming charges in connection with the use and operation of our Service. These charges may vary if you access the Service when abroad. Notwithstanding anything herein to the contrary, you confirm and warrant that we shall not be involved in or in any way liable for any dispute between you and your mobile network operator or between a mobile network operator and any third party.
- 5.2 Fees may apply for certain services that we offer through the Service. You will be notified of any applicable fee before you complete a transaction. If you continue with the transaction, you will be deemed to have authorised us to debit your transaction 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.

6. Our Responsibilities and Liabilities

- 6.1 We will use all reasonable endeavours to keep the Service running smoothly. However, we will not be liable and take no responsibility for any unavailability of the Service or for any reduction or delay in the performance of the Service. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the service, outage of any phone network or in the case of mobile networks where you are not in an area of mobile coverage.
- 6.2 We shall not be liable for any damage or loss to your software, terminal, equipment (including but not limited to mobile phones and other mobile devices) or related facilities or any loss or corruption of your data in connection with the operation of this Service or of the UK Personal Cyberbanking Service.
- 6.3 The mobile service provider may not allow you to receive the OTP via SMS if you are 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.
- 6.4 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.
- 6.5 We shall not be liable for any indirect, special, incidental or consequential damages arising from or in connection with the provision of the Service or the UK Personal Cyberbanking Service.
- 6.6 Nothing in this clause 6 shall exclude or limit our liability for:
- 6.6.1 death or personal injury caused by negligence;
 - 6.6.2 fraudulent misrepresentation; or
 - 6.6.3 any other liability that cannot be excluded by law.

7. Your Responsibilities and Liabilities

- 7.1 You will be able to access the Service provided that the device you use is compatible with our requirements (including but not limited to those listed at clause 3.8 above.) For details of these requirements, please refer to the UK Personal Cyberbanking

FAQs which can be found on our Website. We reserve the right to change the specification that you require to access the Service at any time. You should ensure that your mobile device and other related equipment remain in good working order and that you take all reasonable steps to apply all security measures to your mobile device and equipment necessary for the use of the Service.

- 7.2 You acknowledge that it is your responsibility to take all reasonable steps to maintain the security of your mobile device and to follow our Security Tips on the use of the Service. A copy of the Security Tips is provided to you following your registration of the Service.

8. Termination of Service

- 8.1 There is no minimum contract period and you are free to cancel the Service at any time. Please refer to Mobile Banking FAQs for further details on how to cancel the Service.
- 8.2 If you cancel the UK Personal Cyberbanking Service, the Service will also be cancelled automatically.
- 8.3 If you enter the Passcode incorrectly several times or have not used the Service for 12 months, the Service will be cancelled and you will have to re-register through our UK Personal Cyberbanking Service in order to use the Service again.
- 8.4 We may suspend all or any part of the Service in certain circumstances, including but not limited to the following:
- 8.4.1 to protect the security of the Service or our systems; or
 - 8.4.2 we have reason to believe that there may have been (or there is likely to be) unauthorised or fraudulent use of the Service.
- 8.5 We may also terminate or suspend your use of the Service with immediate effect in accordance with section 17.5 of our General Terms and Conditions.
- 8.6 If we terminate or suspend your use of the Service, where possible we will give you prior notice, by telephone or letter, unless we have a good reason for not doing so, e.g. we consider your account has been or is likely to be misused. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

9. General

- 9.1 We reserve the right to amend or terminate these terms and conditions at any time in accordance with section 21 (Changes to the Agreement) of the General Terms and Conditions. We will use reasonable endeavours to provide you with reasonable notice before any changes are made. Where this is not practical or possible, we will notify you as soon as practicable.
- 9.2 A copy of these terms and conditions may be obtained by you from our Website or by calling our Cyberbanking Helpdesk on 020 7208 7090.
- 9.3 These terms and conditions are governed by the laws of England and Wales.
- 9.4 These terms and conditions are only available in English.

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