

BEAUK Visa Debit Card Terms and Conditions

1. Introduction

1.1 This document sets out the terms and conditions that apply to the use of your Card. These terms and conditions are in addition to our General Terms and Conditions, Product Terms and Conditions, Debit Card User Guide and Bank Charges Leaflet (copies of which have been provided to you and are available at our UK branches). Terms not defined in Section 2 below will bear the same meaning as explained in our General Terms and Conditions. Together, these form the agreement between you and us for your use of a Card. Please read these terms and conditions carefully before using your Card and retain a copy for your future reference. You have the right to request a copy of these terms and conditions, and the information required under the Payment Services Regulations 2017, at any time. You must be aged 13 or over and living in the UK to apply for the BEAUK Visa Debit Card.

2. Definitions

“**Account**” means an account with us that is accessible via a Card;

“**ATM**” means any automated teller machine or cash dispenser authorised to accept a Card;

“**Card**” means a BEAUK Visa Debit Card issued on your Account;

“**Card Currency**” means the base currency of the Card as detailed in the application made by the cardholder for a Card;

“**Cardholder**” means any person to whom we issue a Card;

“**Card Payment**” means any transaction whereby cash, goods or BEAUK Visa Debit Card Services are obtained by the use of a Card and/or, if applicable, a Visa Debit Card Number;

“**Contactless Payment**” means any transaction made out of your account which is authorised as mentioned in clause 4.1(d).

“**Contactless Indicator**” means the following symbol: 

“**Instruction**” means, with respect to an Account, any request for a deposit, withdrawal, transfer, payment, access to Account status, balances or access to any other Account information that we make available;

“**Limit**” means any transactional, daily or other limit on the amount that may be paid, transferred or withdrawn in a Card Transaction or series of Card Transactions using a Card;

“**MyCard App**” means the services accessible in the mobile app provided by us via a mobile device;

“**Personal Identification Number (PIN)**” means the personal identification number issued to you from time to time for the use of the Card;

“**Personal Code**” means the four-digit number created by you for the use of the MyCard app;

“**Personal Information**” means the personal information you provided with us with as part of your Account application including but not limited to your name, address, date of birth and contact details.

“**Recurring Payment**” (sometimes known as a ‘continuous payment’) means a series of Debit Card transactions which are debited from your account at agreed intervals pursuant to an authorisation which you have provided to a supplier as mentioned in clause 7.3. The payment can be for varying amounts and the agreed intervals can be for different frequencies;

“**Visa Secure**” formally known as Verified by Visa, is a secure service that provides online authentication when making an online Card Payment with a retailer that participates in Visa Secure.

“**Visa Debit Card Number**” means the long number identifying the Account shown on the front of a Card, which enables the Card to be used to make or authorise payments to merchants or retailers displaying the VISA sign;

“**Visa Debit Card Services**” means the services accessible via a Card as set out in more detail in the BEAUK Visa Debit Card User Guide;

“**Visa**” means Visa Europe Services, LCC, a company incorporated in Delaware USA, acting through its London branch (branch number BR007632) whose registered office is at 1 Sheldon Square, London W2 6TT;

“**We**”, “**Us**” and “**Our**” means The Bank of East Asia, Limited in the United Kingdom (BEAUK), operate from one of our Branches (as set out in the General Terms and Conditions). Our head office is 10 Des Voeux Road, Central, Hong Kong;

“**You**” and “**your**” means the cardholder.

3. Important Security Information

3.1 If your Card is lost or stolen, or if you suspect that someone else knows your PIN or Security Information, you must phone our Lost & Stolen Cards hotline **without undue delay** on +44 (0)20 7208 3809 (lines are open 24 hours a day, 7 days a week). We will block your Card immediately and issue you with a replacement Card upon your request.

3.2 You must:

(a) sign your Card when you receive it. If it is a replacement Card, please destroy your old Card immediately;

(b) keep your Card and the number(s) printed on the Card secure at all times and not allow any other person to have or use it;

(c) keep your PIN and Personal Code confidential and take all reasonable precautions to prevent unauthorised or fraudulent use of your Card/MyCard App. On receiving your PIN advice slip memorise your PIN and then immediately destroy your PIN advice slip;

(d) not disclose your PIN or Personal Code for mail order payments or when paying for goods or services over the telephone or through the internet;

(e) not disclose your PIN or Personal Code to anyone (even to the police or us). In particular, do not send any PIN or Personal Code via email or use the same security details for accessing other electronic services (whether provided by us or a third party). Except when authorising transactions and carrying out online banking services, you will never be asked you for your PIN or Personal Code in any form, whether by email, telephone or in writing;

(f) take all reasonable precautions and be alert to the surrounding environment when using your Card and MyCard App to ensure that your PIN and Personal Code are not disclosed to any other person;

(g) keep Card Payment receipts safe and check your bank balances and Card Payments regularly. If you suspect that there has been an unauthorised access to your Card or MyCard App or a Card Payment has been debited to your

Account which you have not authorised or has been incorrectly executed, you must contact our Debit Card Customer Services on +44 (0)20 7208 3818 without undue delay. If you do not tell us about your unauthorised Card Payment promptly, and within 13 months of the date the Card Payment was debited from your account, you will not be entitled to have any amount refunded;

- (h) not use a PIN or Personal Code that are easy to guess. Do not use your passport number, national insurance number, telephone number, date of birth, driving licence number, or any simple sequence (such as 9876 or 1234) as your PIN or Personal Code. Avoid using the same digit consecutively or the same sequence of numbers more than once (such as 1122 or 3838); and
- 3.3 Once we receive notice of the loss, theft or possible misuse of your Card, we will block your Card and issue you with a new Card upon your request. If you find your Card after you have made a lost Card report, you must not use it again. You must destroy your old Card securely and return it to our UK branches.
- 3.4 If you chose to use fingerprint or any other means of biometric identification to log into the MyCard App, then you agree that these forms of authentication can be used to log in to and operate certain features available in the MyCard App. You should not allow anyone else's fingerprint or other biometric means of identification to be stored on your device as that fingerprint or other biometric identification can be used to access the MyCard App.
- 3.5 We may contact you by post, telephone (including mobile telephone), email, mobile messaging or secure e-message to advise you that there may be suspicious or fraudulent activity being carried out on your Account, or leave a message to ask that you call us as soon as possible. If we leave a message for you, you must contact us as soon as possible in order to help us prevent fraudulent activity being carried out on your Account.

4. Using your Card and Issuing a Card and PIN

- 4.1 You may use your Card (up to the daily cash withdrawal limit and daily spending limit, and subject to there being sufficient cleared funds in your Account):
- (a) in conjunction with the PIN, to obtain cash, and details of the balance/ available balance on your Account at ATMs which display the Visa logo and which accept the Card;
 - (b) in conjunction with the PIN, to pay for goods and services by using a Card operated machine at retailers or suppliers worldwide who offer such a facility;
 - (c) to pay for goods and services at retailers or suppliers worldwide who accept the Card: (a) through the internet with participating retailers; (b) by signing a sales voucher; or (c) by signing a mail order purchase form showing the number printed on the Card or by placing an order by telephone and quoting the number printed on the Card;
 - (d) to pay for goods and services at certain retailers or suppliers by holding the Card close to a point of sale terminal which has contactless functionality enabled (contactless chip transaction). For such transactions the payment will be authorised by the cardholder when the cardholder touches the Card against the contactless terminal without either inserting the Card into the contactless terminal or entering a PIN. As a security feature, occasionally the cardholder will be asked to insert the Card into the terminal and enter a PIN in order to complete a transaction;
 - (e) to set up regular Recurring Payments, such as magazine or cable TV subscription, via the company you have the payment arrangements with; or
 - (f) to obtain cash backs free of charge from most UK supermarkets and some shops when you are making a purchase from them.
- 4.2 We will issue you, and in the case of joint accounts, all of you, a Card only if you have completed the Card application form and it has been accepted by us, or if we, at your request and at our discretion, replace or renew a Card.
- 4.3 We will only issue you with a Card if it is agreed by all account holders that they are able to operate the account alone and are jointly and severally responsible for all Card Transactions carried out using the Card.
- 4.4 We will issue you with a PIN for use with your Card so that it may be used for withdrawing money and making payments. Where you enter your PIN when carrying out a withdrawal or a payment, this shall be deemed to be you giving your consent to the withdrawal or payment.
- 4.5 You shall not use the Card, or seek to make other payments, if there are insufficient funds in the Account to cover the Card Payments. You shall ensure that there are sufficient funds in the Account to cover all Card Payments or other payments that we have to honour. If you breach the agreement by failing to ensure that there are sufficient funds in the Account to cover a Card Payment, as a result of which we have to fund the payment pursuant to our obligations to a third party under the arrangements for Card Transactions, you shall immediately reimburse us.
- 4.6 You must not use the Card to overdraw without our prior written permission. Any unauthorised overdraft arising through the use of the Card, including the application of our charges in respect of the Card or otherwise is subject to our General Terms and Conditions and Bank Charges leaflet.
- 4.7 You must not use your Card: (a) before or after the period for which your Card is valid; (b) after we have notified you that we have suspended the use of your Card; (c) after we have demanded that you return your Card to us; (d) we (or a member of VISA, such as a merchant or Bank (by ATM) acting on our instructions) have kept your Card; (e) if we have received notice from you of the loss, theft or possible misuse of your Card; (f) for an illegal purpose or (g) in a manner which is contrary to your agreement with us.

5. Accessing and using your MyCard App

- 5.1 Where you wish to use the MyCard App, you must enrol your use of the MyCard App on your device. This is carried out by submitting your Personal Information via the MyCard App. We will then compare these against our customer records and provided these match our record of you, we will send you an authorisation code to enable the MyCard App on your device. Once you have enabled the MyCard App you will be asked to create your Personal Code.
- 5.2 If you change device, or wish to enrol the MyCard App on multiple devices, you will need a separate authorisation code for each device.
- 5.3 Once enabled, you may log in to the MyCard App using fingerprint recognition or other biometric means of identification that may be allowed on certain devices or by entering your Personal Code.
- 5.4 You may use your MyCard App in conjunction with your Personal Code or other biometric identification when making an online Card Payment with a retailer that participates in Visa Secure to complete the Visa Secure process. The MyCard App will allow you to verify your transaction through 3-Domain Secure (also known as 3D secure), an

- authentication process under the Visa Secure. If you do not follow the Visa Secure process to authorise the Card Payment using MyCard App when prompted, the Card Payment may be declined.
- 5.5 Your Personal Information and Security Information will not be shared with any online retailers, however we may use your Personal Information to administer the Visa Secure process, and may pass your Personal Information onto any third party which assist us in providing and/or administering the Visa Secure process. If you change any of your Personal Information, you must notify us immediately to ensure that our records are up to date.
- 5.6 We may provide the police or any prosecuting authority with any information obtained in connection with the Visa Secure in order to allow them to investigate any suspected use of your Security Information.
- 5.7 Our use and processing of your Personal Information in relation to the Visa Secure shall be done in a secure format and in accordance with our confidentiality and data protection policies. Please refer to our General Terms and Conditions for further details.
- 5.8 The manner in which the MyCard App interreacts with Visa Secure may be amended or discontinued, temporarily or permanently, without notice where the amendment or discontinuation is required by any party which assist us in implementing the Visa Secure process, or by any law or other regulatory requirement applicable to us.
- 5.9 You will need access to the internet to use the MyCard App. You must also have a compatible device running a compatible version of the operating system.
- 5.10 We hereby grant to you a non-transferable licence (the "Licence") to use the MyCard App subject to the following obligations and/or restrictions. This includes future updates made available to you from time to time provided you understand such updates may be subject to additional terms notified to you at the time such updates are made available.
- (a) You may only use the MyCard App on a device that belongs to you or is under your control.
 - (b) You may only use the MyCard App to access the range of content provided by us and for no other purpose whatsoever.
 - (c) The App is licensed only to you and you shall not rent, lease, lend, sell, redistribute or sublicense the App to any other person.
 - (d) You shall not copy, alter, re-engineer or reproduce the whole or any part of the MyCard App.
 - (e) You shall not alter or modify the whole or any part of the MyCard App.
 - (f) You shall not "root" or "jailbreak" your device.
 - (g) You shall not use the App on a device or operating system that does not have supported or warranted configurations.
- 5.11 The Licence shall commence upon your acceptance of these terms and conditions.
- 5.12 All rights granted to you in respect of the MyCard App (including the Licence) shall immediately cease when you uninstall the MyCard App.
- 5.13 The Licence will terminate automatically if you uninstall the MyCard App, or these terms and conditions are terminated by you or us. Upon termination of the Licence for any reason whatsoever, you must uninstall the MyCard App and destroy all copies, in full or partial, of MyCard App.
- 5.14 You must not alter any part of the MyCard App or carry out any reverse engineering. You must not use the MyCard App on a device or operating system that does not have supported or warranted configurations.
- 5.15 The MyCard App is provided "as is" with no representation, guarantee or warranty of any kind as to its functionality.

6. Support for the MyCard App

- 6.1 The MyCard App is compatible with and supports Android 6.0 or above and iOS 10.0 or above (we update these regularly). There are different features depending on your phone or tablet, operating system or version of the MyCard App you have. In order to use the MyCard App, you must also have a compatible device running a compatible version of the operating system.
- 6.2 You may not be able to use the MyCard App until you have downloaded the latest software updates and accepted any new terms.
- 6.3 We may periodically issue updates to the MyCard App through the Apple App Store or Google Play. You must download these updates and you should regularly check for updates as you may not be able to use the MyCard App until they have been downloaded. Apple is a trademark of Apple Inc. Google Play is a trade mark of Google Inc.
- 6.4 We may stop supporting the MyCard App on your device or on the version of the operating system running on your device. When it happens, you will no longer be able to use the MyCard App until you have obtained a new device which is supported or updated the operating system on that device, as applicable.
- 6.5 You will need access to the internet to use the MyCard App.

7. Card Payments and Authorisation

- 7.1 If you use your Card to withdraw or to make a payment under paragraph 4.1 above, we will take the amount withdrawn, or paid from your Account, on the day we are deemed to receive details of the withdrawal or payment. We will be deemed to receive the details of the withdrawal or payment on the same working day as they are delivered to us, unless
- 7.1.1 they are delivered to us after the cut off time of 5:30pm on a working day; or
 - 7.1.2 they are delivered to us at any time on a non-working day, in which case we will be deemed to have received the details on the next applicable working day.
- 7.2 If you make an online Card Payment with a retailer that participates in Visa Secure using 3-Domain Secure, known as 3D secure (designed for fraud prevention), you will be asked to verify the payment through logging into the MyCard App. You must complete the verification process promptly in order for the transaction to be authorised, failure to do so may lead to the transaction being refused.
- 7.3 If you set up regular Recurring Payments with a supplier, the sums authorised may be debited to your Account at the agreed interval. These regular payments are not the same as direct debits and are not covered by the Direct Debit Guarantee Scheme under which you are entitled to a refund from us if an error is made by the service provider or the bank. If you wish to cancel a Recurring Transaction, you should inform us at the close of the business day before the supplier requests an authorisation for the next payment to be taken from the account. If any further payments are

taken from the account after that date we will immediately refund these to you on request. We also recommend that you contact the supplier and give notice of withdrawal of consent to any further payments being made from the account.

- 7.4 If you use your Card to make Card Payment(s) in a foreign currency, the amount will be converted into sterling using the exchange rate set by Visa applicable on the day it is processed by Visa for settlement (this may differ from the actual date of the transaction). An additional 2.5% exchange rate transaction fee will then be calculated on, and added to, this sterling amount. The most up-to-date exchange rates can be viewed at www.visa.co.uk under the 'Get Support' section.
- 7.5 When making purchases or withdrawals overseas, you may be offered a choice of payment currencies, including sterling. If you choose foreign currency, the amount will be converted into sterling and debited from your account in the manner described in Clause 7.4. If you choose to pay in sterling, the merchant or ATM will use its own exchange rate for converting the purchase price/withdrawal into sterling and we will debit your account with this sterling amount in the normal manner (as though you were carrying out the transaction in the UK). This is known as Dynamic Currency Conversion. We have no control over the interest rate the merchant/ATM uses and therefore, overall, it may be more expensive for you to pay in such a manner.
- 7.6 We may stop or block making a payment if:
- (a) your Card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
 - (b) you or any additional cardholder have broken any of these terms and conditions; or
 - (c) taking account of all other Card Payments we have authorised, including those not yet charged to your Account, there are insufficient funds available in your Account.
- 7.7 You cannot stop a Card Payment but a retailer, or supplier, may make a refund. We will pay the amount of the refund to your Account when we receive their instructions. We cannot be responsible for any delay in receiving these instructions.
- 7.8 If the transaction amount exceeds your reasonable expectations and you did not authorise the actual amount, you can request a refund within eight weeks of the funds being debited from your Account. We will ask you to provide appropriate information to decide whether we should make a refund. We will either refund to you the full amount of any Card payment to your account or provide you with reasons for refusing your request within 10 working days of receiving all the information.
- 7.9 We are liable to you for the correct execution of the Card Payment unless we can prove to you and, where relevant, to the payment recipient's bank, that the payment recipient's bank received the correct amount of the Card Payment. Where we are liable we will, without undue delay, refund to you the amount of the non-executed or defective Card Payment and, where applicable, restore your account to the state in which it would have been had the defective Card Payment not taken place.
- 7.10 Where you have authorised a Card Payment, you must pay the full value of the amount you have authorised to be charged to your Account via your Card (even when the details on the sales voucher are wrong or where no sales voucher is signed).
- 7.11 For fraud prevention purposes and to assess the payment request, we may refer an authorisation back to the retailer for additional information. This may involve you being asked to provide further identification documents.

8. Charges

- 8.1 You will have to pay charges depending on the transaction currency, transaction type and place of use. Details of charges can be found in the BEAUK Visa Debit Card User Guide and Bank Charges leaflet. You can also find the information on our website or upon request.
- 8.2 We may increase or vary our charges in respect of the use of the Card from time to time, or introduce new charges, to take account of the changes in the cost of providing Visa Debit Card Services. We will notify you of any such increases in charges or new charges by giving not less than two months' written notice before the change comes into effect. If you do not notify us of your objection to these changes prior to them taking effect, you will be deemed to have accepted them and they will take effect automatically on the date stated in our notice to you. You have the right to terminate the use of your Card immediately and without charge before the proposed date of the changes entering into force. Please see clause 11 below.
- 8.3 We do not charge you for using the MyCard App. 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 the MyCard App. These charges may vary if you access the MyCard App 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.

9. Loss, Theft or other Misuse of your Card

9.1 Our Liability:

9.1.1 Except where you are liable for some or all of the losses as detailed in paragraph 9.2, we will be liable for all losses arising from the unauthorised use of your Card provided that you notify us of the unauthorised use without undue delay on becoming aware of the misuse and, in any event, no later than 13 months after the misuse.

9.1.2 Where we are responsible for an unauthorised Card Transaction, provided we are permitted to by applicable law, we will immediately add back to your Account any amount deducted in relation to that Card Transaction plus any related interest or charges. We will have no further liability to you in respect of an unauthorised Card Transaction following this refund.

If we later become aware of evidence that shows we are not liable for the losses arising from the unauthorised use, we will recover an amount equal to the refund from your account.

9.2 Your Liability:

- 9.2.1 Unless Clauses 9.2.2-9.2.4 apply, you will be liable for up to a maximum of £35 of losses incurred in respect of unauthorised transactions carried out on your account which have arisen from the use of a lost or stolen Card/Card details, or from the misappropriation of a Card/Card details.
- 9.2.2 You will have no liability for any unauthorised transactions if:
- (a) you could not detect the loss, theft or misappropriation of the Card/Card details, and you have not acted fraudulently (for example, the Card is stolen between us despatching it to you, and you receiving it); or
 - (b) the loss was caused by acts or omissions of an employee, agent or branch of ours or of an entity which carried out activities on our behalf.
- 9.2.3 You will be liable for all transactional losses in respect of unauthorised transactions where:
- (a) you have acted fraudulently; or
 - (b) you have intentionally or with gross negligence failed to comply with any of our security procedures relating to the use of your Card including those set out in Clause 3 above.
- 9.2.4 Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an unauthorised payment transaction:
- (a) which occurs after you have notified us of the loss of your Card and/or of the relevant security details in accordance with Clause 3.1;
 - (b) where we have not, at any time, provided you with the appropriate means to make notification under Clause 3.1 above;
 - (c) we have not complied with our obligations to apply strong authentication procedures to your Card Transactions; or
 - (d) where there was no face-to-face contact with the seller who was a party to that transaction (for example, where the Card is used to buy goods over the internet).

10. Disputes or Unauthorised Transactions

- 10.1 You should check your bank balances and Card Payments regularly. If you suspect that there has been an unauthorised access to your Card/MyCard App or a Card Payment has been debited to your Account which you have not authorised or has been incorrectly executed, you must contact our Debit Card Customer Services on +44 (0)20 7208 3818 without undue delay. A delay may mean we may not make a refund of any loss you may have suffered as a result of disputed or unauthorised transactions.

11. Termination, Cancellation or Blocking the use of your Card/MyCard App

- 11.1 The closure of an Account will result in the termination of the Visa Debit Card Services (including your use of the MyCard App) for that Account.
- 11.2 There is no minimum contract period. This contract shall continue until it is terminated and you are free to terminate the Service at any time. If you wish to terminate the card service, you can notify us by writing or completing our Visa Debit Card cancellation form which may be obtained at our UK branches. You will need to destroy your card securely. If you notify us by any other means, we may ask you to confirm this in writing. See also section 17 of our General Terms and Conditions for closing your Account.
- 11.3 You acknowledge that it is your responsibility to delete the MyCard App from the device you use to access the MyCard App if you change or dispose of your device or you cancel or end your contract with us under Clause 11.2. If you delete the MyCard App and then redownload it, you will need to enrol again in order to be able to use it. Deleting the MyCard App will not end your agreement with us for the Visa Debit Card Services.
- 11.4 If you terminate your use of the Card, you shall remain responsible for all Card Payments carried out using such card(s) up to and including the date of termination.
- 11.5 We may terminate or immediately block the use or operation of all or any part of the Visa Debit Card Services (including your use of the MyCard App) in certain circumstances, including the following:
- (a) we have reason to believe that there may have been (or there is likely to be) unauthorised or fraudulent use of your Card;
 - (b) we have reason to believe that your Card details have not been kept safe;
 - (c) we have reason to believe that there has been a breach of these terms and conditions; or
 - (d) we are required to do so by any law or other regulatory requirement affecting us.
- We will use all reasonable endeavours to tell you before we take this action and provide our reasons for doing so unless we are unable to contact you or there is a legal reason or other events beyond our control preventing us from notifying you. If we are unable to contact you beforehand we will notify you and provide our reasons as soon as reasonably practicable afterwards. Where the card is blocked, we will advise you as to how the block may be removed.
- 11.5 We may terminate all or any part of the Visa Debit Card Services at any time by giving you at least two months' notice.
- 11.6 We may also terminate or block your Card with immediate effect in accordance with our General Terms and Conditions (please see section 17.5).
- 11.7 If you have not used your Card in the last 12 months, we may not automatically reissue you with a Card and we may terminate your Visa Debit Card Services (subject to our obligation to provide you with at least two months' notice).
- 11.8 Your Card remains our property. If we terminate the use of your Card pursuant to this Clause 11:
- (a) you must destroy your card securely and return it immediately to our branches; and
 - (b) we, or anyone acting for us, may keep your Card if you try to use it.
- 11.9 We reserve the right to withdraw the MyCard App at any time, if we decide to do so, we will let you know in the manner set out in our General Terms and Conditions, section 21(Changes to the Agreement).

12. General

- 12.1 We reserve the right at any time to amend these terms and conditions. Please refer to section 21 (Changes to the Agreement) in our General Terms and Conditions which details the manner in which we may do this.
- 12.2 These terms and conditions and any information or notifications are only available in English and are governed by the laws of England and Wales. The English and Welsh courts shall have non-exclusive jurisdiction over any disputes arising between you and us.
- 12.3 For quality purposes and in the interest of security, your call may be recorded.

AUG2023

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