

BEAUK Visa Debit Card Terms and Conditions

1. Introduction

The debit card is intended for people seeking to make card purchases and withdraw cash in the UK and abroad at retailers and ATMs displaying the Visa logo.

These terms and conditions ("Debit Card Terms") apply to the use of BEAUK Visa Debit Card. It provides essential information such as 'what you can use your Card for', 'how you can use your Card safely', and 'our responsibilities and yours'. These Debit Card Terms should be read alongside the following documents:

- Our Privacy Notice;
- Our General Terms and Conditions;
- BEAUK Visa Debit Card User Guide; and
- Our Bank Charges Leaflet.

Together, these documents form the agreement between you and us for a BEAUK Visa Debit Card. In the event of any inconsistency between our General Terms and Conditions and the Debit Card Terms, these Debit Card Terms will apply. Please read carefully before using your Card and retain a copy for your future reference.

These documents are available to download on our website at www.hkbea.co.uk. You are entitled to request a copy of these documents at any time by informing us in writing.

To apply for a Card, you must be aged 13 or over and living in the UK.

2. Definitions

"**Account**" means an account that your Card is connected to;

"**Account Holder**" means a person who holds an Account;

"**ATM**" means any automated teller machine or cash dispenser which is able 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 Details**" means the information printed on your card, including your card embossed name, card number, card expiry date and CVV security code;

"**Card Payment**" means any transaction whereby cash, goods or services are obtained by the use of a Card and/or, if applicable, of 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 Payment or series of Card Payments 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 to us 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 Card Payments you have agreed to a merchant taking by giving them your Card Details and consenting to them taking payments at agreed intervals. The payments can be for varying amounts and the intervals can be of different lengths. Please see clause 7.3 for more detail;

"**Security Breach**" means any unauthorised use of the Cardholder's Card/PIN/Personal Code or unauthorised access to the Card or the MyCard App, which may arise from the use of a lost or stolen Card or from the misappropriation of a Card/ PIN/ Personal Code as further described in clause 9 of these terms and conditions;

"**Security Information**" means any access information to your Card or MyCard App, including your PIN, Personal Code or any other identification or secret code assigned for the authentication of you by the Bank from time to time;

"**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 16-digit number 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, LLC, 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 acting through its United Kingdom branch ("BEAUK") with its registered address located at 75 Shaftesbury Avenue, London, W1D 5BB. 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, Personal Code or other Security Information, you must phone our Lost & Stolen Cards hotline **as soon as possible** 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 (such as not: writing it down; disclosing it to anyone; or using easy-to-guess numbers, as further detailed below) 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 Information for accessing other electronic services (whether provided by us or a third party). Except when authorising a Card Payment in person and carrying out online banking services, you will never be asked 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) check your bank balances and Card Payments regularly. If you suspect that there has been access without your agreement to your Card or MyCard App or a Card Payment has been debited from your Account which you have not authorised or has been incorrectly executed, you must contact Us as soon as possible on +44 (0)20 7208 3809 (lines are open 24 hours a day, 7 days a week). 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 (see clause 9 below); and
 - (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).
- 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.
- 3.4 If you choose 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 prevent us wrongly blocking your Account and to assist in any investigation.

4. Using your Card and Issuing a Card and PIN

- 4.1 You may use your Card (up to the 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 make a Contactless Payment, that is 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 Contactless Payment 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 where available from UK supermarkets and some shops when you are making a purchase from them.
- 4.2 In order to issue you or any joint Account Holder with a Card, or to replace or renew an existing Card, you will need to complete a Card application form and we will need to agree to it.
- 4.3 We will only issue you with a Card if it is agreed by all Account Holders for the Account the Card is connected to. All Account Holders for an Account will be responsible for all Card Payments by approved Cardholders carried out using connected Cards, even if they didn't specifically agree to the Card Payment.
- 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 must not carry out Card Payment if you don't have enough money in the Account to cover the Card Payments. If you try to carry out a Card Payment without having sufficient funds, we may reject the Card Payment.
- 4.6 In the event a Card Payment takes your account into an overdraft and you did not have prior written permission for this, you will be seen to have an 'unauthorised overdraft'. You may incur a charge because of this and you will be required to repay any unauthorised overdraft immediately. Any unauthorised overdraft which happens because of a Card is subject to our General Terms and Conditions and Bank Charges Leaflet.
- 4.7 You must not use your Card or Card Details: (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) where we (or a member of Visa, such as a merchant or Bank (by ATM) acting on our instructions) have kept your physical Card; (e) if we have received notice from you of the loss, theft or possible misuse of your Card until it has been replaced; (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

How to activate the 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 this against our customer records and provided this matches our records 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. If you delete the MyCard App and then redownload it, you will need to enrol again in order to be able to use it.

- 5.2 If you change your 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.

What to use the MyCard App for

- 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 Card Payment 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 the MyCard App when prompted, the Card Payment may be declined.

How personal data will be used

- 5.5 Your Personal Information and Security Information, such as PIN or Personal Code, 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 assists 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, such as your PIN or Personal Code.
- 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.

Other terms

- 5.8 The manner in which the MyCard App interacts with Visa Secure may be amended or discontinued, temporarily or permanently, without notice where the amendment or discontinuation is required by any party which assists 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.

Limits on the permission to use the MyCard App

- 5.10 You are given permission to use the MyCard App (including any updates made available to you from time to time) in accordance with these terms and conditions (or any terms and conditions notified to you at the time any updates are made available) but you can't allow anyone else to use it. If you uninstall the MyCard App, or these terms and conditions are terminated by you or by us, you will no longer be permitted to use the MyCard App.
- 5.11 You agree that you will only download the MyCard App from the Apple App Store or Google Play and install it on a device that belongs to you or is under your control.
- 5.12 You agree that you will not use the MyCard App in any unlawful or malicious manner or in any manner inconsistent with these terms and conditions, for example by copying, altering, re-engineering, reproducing or modifying the whole or any part of the MyCard App.

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 updated the operating system on that device or downloaded the latest version of our MyCard App. Alternatively, you may need to use an alternative device that is supported. If possible, we will give you reasonable notice before you lose access to the MyCard App and explain how else you can access the app.
- 6.5 The MyCard App will not work on a "jailbroken" or "rooted" device; this is a device that has been modified to remove prescribed restrictions and hence "unlocked" for installation of any software, authorised or unauthorised.

7. Card Payments and Authorisation

- 7.1 If you use your Card to withdraw or to make a payment under clause 4.1 above, we will normally take the money from your Account on the same working day we receive details of the transaction from Visa, unless
 - a) they are delivered to us after 5:00pm on a working day; or
 - b) they are delivered to us at any time on a non-working day (for example, if the details of the transaction you made were sent to us on the weekend), in which case we will take the money from your Account on the next working day.
- 7.2 As mentioned in clause 5.4 above, if you make an online Card Payment with a retailer that participates in Visa Secure, you may need to verify the transaction through logging into the MyCard App. If asked, you must complete the verification process promptly otherwise the transaction may be refused.
- 7.3 If you set up regular Recurring Payments with a merchant, the sums authorised may be debited from your Account at the agreed intervals. 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 future Recurring Transaction, you should inform us by the close of the business day before the merchant 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 merchant 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 exchange rate the merchant/ATM uses and therefore, overall, it may be more expensive for you to pay in such a manner.

- 7.6 Once you have authorised a Card Payment to be made and we have received your Instruction, you normally cannot stop it happening or ask for it to be reversed if you no longer want to make that payment. However, you may still be able to ask the merchant you are paying for a refund. Where you are given a refund, if the merchant looks to return the money to your Card, we will pay the amount of the refund to your Account when we receive it. We are not in control of when the merchant will send the monies to us, and will not be responsible to you for their delays in sending the money.
- 7.7 If you authorise a payment on your Card without knowing the full amount of the transaction at that point (for example, when you check in to a hotel or similar), and the transaction amount ends up exceeding your reasonable expectations, 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 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.
- 7.8 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.
- 7.9 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).
- 7.10 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. Failure to do so may result in us not being able to dispute the Card Payment.

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 it can be provided 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. Charges will change on the date stated in the notice, and if you don't want to accept these changes you have the right to terminate the use of your Card immediately. Please see clause 11 below.

9. Loss, Theft or other Misuse of your Card

- 9.1 The table below illustrates scenarios for a Security Breach where we or you may be liable for the whole or a portion of the losses from your Account.

Security Breaches for which we won't refund you	
Situation	Outcome
You authorised the Card Payment	We will not refund you (you will be responsible for the full amount of the Transaction)
You agreed to provide your Card Details/ Security Information such as PIN or Personal Code to another person, or allowed someone else to use your Card or MyCard App	
You failed to use your Card or MyCard App in accordance with these terms and conditions	
You failed to notify us in accordance with clause 3.2(g) of these terms and conditions and without undue delay on becoming aware of the loss, theft or misappropriation of your Card Details	
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.	
You have acted fraudulently	

Security Breaches for which we will refund you	
Situation	Outcome
The loss, theft or misappropriation of the Card/Card Details, was not detectable prior to the payment for reasons other than you acting fraudulently	We will refund you in full
The loss occurs before you received or activated your Card	
The loss occurs after you have notified us that your Card and/or the relevant Security Information has been lost, stolen or used without authorisation in accordance with clause 3.1 above	
We have not complied with our obligations to apply strong authentication procedures to your Card Payment(s)	
The loss was caused by acts or omissions of an employee, agent or branch or of an entity carrying out activities on our behalf	We will refund you, but we may not refund up to the first £35 of the transactions (you will be responsible for up to £35 of any losses you suffered)
In any situations that are not covered by Security Breaches for which we won't refund you (e.g. losses that occur before you notify us of any loss, theft or unauthorised use of your Card and/or of the relevant Security Information, but you have not acted fraudulently or been negligent with your Security Information)	

- 9.2 Where we are responsible for an unauthorised Card Payment, 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 Payment following such refund.
- 9.3 If we later become aware of evidence that shows we are not liable for the losses arising from the unauthorised use of your Card, we will recover an amount equal to the refund from your Account and notify you of the reasons why where permitted by law.

10. Blocking the use of your Card/MyCard App and ending these terms

Blocking the use of your Card/MyCard App

- 10.1 We may stop or block making a Card Payment if:
- (a) your Card has been reported as lost or stolen, or we have reason to suspect there may have been (or there is likely to be) unauthorised or fraudulent use of your Card;
 - (b) your Card or Security Information has not been kept safe;
 - (c) you or any additional Cardholder have broken any 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 are legal reasons 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.
- 10.2 We may also stop or decline your Card Payment if, 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.

How you can end these terms

- 10.3 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. See also clause 17 of our General Terms and Conditions for closing your Account.
- 10.4 There is no minimum contract period. These terms will continue until they are terminated and you are free to terminate the Card 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 may also contact us by phone on +44 (0)20 7208 3818 (lines are open Monday to Friday, 9:00-17:00 except bank holidays); if you do, we may ask you to confirm your instructions in writing. You will need to destroy your Card securely.
- 10.5 Deleting the MyCard App will not end your agreement with us for the Visa Debit Card Services.
- 10.6 If you terminate your use of the Card, you will remain responsible for all Card Payments carried out using such card(s) up to and including the date of termination.

How we can end these terms

- 10.7 We may terminate all or any part of your Card services at any time by giving you at least two months' notice.
- 10.8 If any of the following happens, we can end these terms and conditions and close your Accounts straight away and without giving you any notice:
- You put us in a position where we might break a law, regulation, code, court order or other duty or requirement;
 - If you have given us false or misleading information;
 - You use or try to use your Account illegally or for criminal activity, including receiving proceeds of crime into your Account or you let someone else do this;
 - You commit (or attempt) fraud against us or someone else;
 - You behave in a threatening or abusive language against our staff;
 - You have seriously or persistently broken these terms or any other relevant terms relating to the use of the Card, such as our General Terms and Conditions; or
 - You have moved to a country that we consider sensitive for the purpose of trading.
- 10.9 If you have not used your Card in the last 12 months or more before the expiry date, 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).
- 10.10 Your Card remains our property. If we terminate the use of your Card pursuant to this clause 10:
- (a) you must destroy your card securely; and
 - (b) we, or anyone acting for us, may keep your Card if you try to use it.
- 10.11 We reserve the right to withdraw the MyCard App at any time, if we decide to do so, we will give you at least two months' notice.

11. General

- 11.1 We reserve the right at any time to amend these terms and conditions. Please refer to clause 21 (Changes to the Agreement) in our General Terms and Conditions which details the manner in which we may do this.
- 11.2 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. If you have difficulty understanding these terms, please let us know and we will do our best to support you.
- 11.3 For quality purposes and in the interest of security, your call may be recorded.