

## UK Personal Cyberbanking Service Terms and Conditions

### 1. Introduction

This document sets out the terms and conditions that apply to the use of the UK Personal Cyberbanking Service and the Mobile Banking Service (the “**Services**”).

As well as these terms and conditions, you should also read:

- our Privacy Notice;
- our Cookie Information;
- our General Terms and Conditions; and
- our Products Terms and Conditions.

You can find the above documents on our Website or at our branches.

You may also find it helpful to review our UK Personal Cyberbanking FAQs which you can also find on our website.

In the event of any inconsistency between these terms and conditions and our General Terms and Conditions and/or the Product Terms and Conditions in relation to the use of the Service, the terms and conditions set out in this document will apply. 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 Services;
- 2.2 “**Bank**” (also “**We**”, “**us**” and “**our**”) means The Bank of East Asia, Limited acting through its UK branch (“**BEAUK**”) with its registered address located at 75 Shaftesbury Avenue, London W1D 5BB;
- 2.3 “**BEA UK App**” or “**App**” means the BEAUK mobile application provided by BEAUK for accessing Personal Cyberbanking Service and other information relating to BEAUK and the services provided by BEAUK;
- 2.4 “**Business Day**” means any day (excluding Saturdays, Sundays and UK bank holidays) that we are open for the transaction of normal banking business;
- 2.5 “**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. These are defined in clause 8 of these terms and conditions and vary from the cut-off times specified in the General Terms and Conditions;
- 2.6 “**Cyberbanking Number**” means the unique identifier allowing you to access and use the Services;
- 2.7 “**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;
- 2.8 “**i-Token**” means a device binding unique identifier which could be downloaded to your BEA UK App and stored in the keychain (or other security area described by the Bank from time to time) of the designated mobile device after successful registration of i-Token Service;
- 2.9 “**i-Token Service**” means the service provided by the Bank to you from time to time in relation to i-Token as alternative two-factor authentication method, which enables you to use i-Token PIN/biometric authentication to login/confirm transactions performed in the Personal Cyberbanking Service via the designated mobile device;
- 2.10 “**i-Token PIN**” means the alphanumeric code created by you during the enrolment for the use of i-Token Service;
- 2.11 “**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 Personal Cyberbanking Service;
- 2.12 “**Mobile Banking Service**” means the channel to access our Personal Cyberbanking Service via a mobile device;
- 2.13 “**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;
- 2.14 “**Personal Identification Number (PIN)**” means the code issued to you by the Bank or chosen by you to access the Personal Cyberbanking Service or Mobile Banking Service;
- 2.15 “**Personal Cyberbanking 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);
- 2.16 “**Security Details**” means the details we ask you to use to log into the Service which may include your Cyberbanking Number, Username, PIN, OTP and any other identification or secret code assigned for the authentication of you by the Bank from time to time;

- 2.17 **"Security Breach"** means any unauthorised use of the User's Security Details or unauthorised access to the Account via the Service, as further described in clause 4.14 of these terms and conditions;
- 2.18 **"Security Code"** means a one-time numerical code generated through i-Token Service to login and/or confirm transactions performed via the Personal Cyberbanking Service;
- 2.19 **"Username"** means the unique identifier created by you, in addition to the Cyberbanking Number for access to the Service;
- 2.20 **"Website"** means the website designated by the Bank from time to time through which you can access the Personal Cyberbanking Service at present is at [www.hkbea.co.uk](http://www.hkbea.co.uk); and
- 2.21 **"You"** and **'Your'** means a person who has entered into an arrangement with us to use the Services.

### **3. Use of the Services**

- 3.1 These terms and conditions will apply to how you can use the Services. Additionally, you must follow any instructions that we may give you about how the Services should be used. We will give you instructions through any of our normal communication methods, for example, post, e-mail or online banking message.
- 3.2 All Accounts and payee templates that you have registered for use in the Personal Cyberbanking Service will be accessible via the Mobile Banking Service.
- 3.3 Any and all account and transaction limits you have set in respect of the Personal Cyberbanking Service will also apply to the Mobile Banking Service.
- 3.4 The service hours applicable to the use of the Personal Cyberbanking Service also applies to the Mobile Banking Service. Please see clause 8.2 for details.
- 3.5 The Mobile Banking Service is a basic version of the Personal Cyberbanking Service for use on a mobile device: not all of the services accessible via the Personal Cyberbanking Service will be accessible via the Mobile Banking Service. For details of what is accessible, please see the Cyberbanking section on our Website.
- 3.6 The Bank shall use all reasonable endeavours to ensure that information made available by the Services are correct and updated at regular intervals. However, there may be cases where some transactions made, or items charged, are not reflected immediately in the transaction details and Account balances shown while you are accessing the Services. The transaction details and Account balances as recorded in our internal banking systems will be conclusive evidence as to your transactions and Account balances.
- 3.7 You will be able to access the Services provided that the equipment you use 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 you require to access the Services at any time. You should ensure that your computer equipment remains in good working order and that you take all reasonable steps to ensure that the computer you use is virus free.

### **4. Security**

#### **Security Details**

- 4.1 Each time you use the Services to make an Instruction, you will be asked to input your Security Details. The Security Details requested, for example, your Cyberbanking Number/ Username, PIN and Security Code generated through i-Token Service may differ according to whether you are using the Mobile Banking Service or Personal Cyberbanking Service and whether you have enrolled to the i-Token Service. Your input of the correct Security Details will act as your consent to us executing the Instruction.
- 4.2 If you did not enrol for i-Token Service, you will continue to receive OTP to use the Services. The OTP is sent to your registered mobile phone number as an additional level security. Without using i-Token, you may not be able to access all Services through the Mobile Banking or Personal Cyberbanking Service. For more information, please refer to Q16.3 in our UK Personal Cyberbanking FAQ for details.
- 4.3 If you chose to use fingerprint or any other means of biometric identification to generate the Security Code, then you agree that these forms of authentication can be used to log in to and confirm certain transactions in the Services. You should not allow anyone else's fingerprint or other means of biometric identification to be stored on your device as that fingerprint or other biometric identification can be used to access the Services.

## Security Breaches

- 4.4 The Bank shall take all reasonable measures to prevent unauthorised access to your accounts through the Services. You must also act reasonably (as set out in clause 4.7) to prevent misuse of your Account through the Services. If you don't, your access may be blocked or suspended to protect you from unauthorised use.
- 4.5 You should check your Account balances and transaction statements regularly to make sure everything is as you expected. If you notice anything unusual (including any transaction that has happened that you don't recognise or doesn't look right) or you suspect or become aware of the loss of any money from your Account, someone getting hold of your card, Security Details or Account details without your agreement or someone using your Account without your permission you should contact us immediately. If you don't do this as soon as you see an issue, this may mean we will be unable to refund you.
- 4.6 You must contact us as soon as possible by telephoning us on 020 7208 7090 between 9:00 a.m. to 5:00 p.m. on Business Days if your Security Details have been stolen or could be misused by someone else or you suspect that there has been unauthorised access to your Account via the Services. If you fail to do so, and in any event within 13 months after the date on which this occurred, you may not be entitled to have any error corrected, payment amount refunded or to be compensated for any loss suffered. We may ask you to confirm the theft/misuse of your details in writing within 7 days.
- 4.7 Check and refer to our security tips from time to time for precautions of what you need to do to keep your Account safe. Security tips and FAQ are available when you log in to the Personal Cyberbanking Service on our website and the Mobile Banking Service via the BEA UK App. This would include:
- keeping vigilant at all times and avoiding clicking on embedded hyperlinks in any communication you receive from us that you have reason to believe may be suspicious;
  - never disclose login information needed to utilise the Services;
  - regularly ensuring your information with us is up to date, and changing your passwords regularly; and
  - only logging into your Account by typing [www.hkbea.co.uk](http://www.hkbea.co.uk) into your web browser, or through the official BEA UK App.
- 4.8 In the event of suspected or actual fraud or a security threat, we will contact you via a means of contact which we consider secure, which may be your registered phone number (provided it is different to the phone number to which your i-Token is registered) and/or your registered e-mail address, providing you with details of the activity itself and measures we are taking to protect your Account.
- 4.9 We can refuse, block and/or delay an Instruction if we think:
- the security of your Account or a payment has been breached;
  - someone else is making the Instruction and you didn't agree to this; or
  - it will lead to you going overdrawn and you may not be able to repay it.
- 4.10 If we think any of these might have happened, if we are allowed to, we will try to tell you before we refuse, block and/or delay the Instruction, and tell you how you can solve the problem. We might not always be able to do this, and if we can't tell you before we have taken the action, we will try to tell you as soon as we can after it (again, provided we are allowed to).
- 4.11 Once an issue is solved and/or you have been provided with new Security Details, we will make the Services available to you again as soon as possible.
- 4.12 For more information on all types of fraud and how to prevent becoming a victim, please visit the government website at [www.moneyhelper.org.uk](http://www.moneyhelper.org.uk).
- 4.13 If you don't follow the rules for keeping your Account safe or don't use the Services in line with the instructions we have given you, you may not be reimbursed for any losses or transactions that happen on your Account.

### Liability for Security Breaches

4.14 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 Transaction	We will not refund you (you will be responsible for the full amount of the Transaction)
You agreed to provide your Security Details to another person	
You failed to use your Security Details in accordance with these terms and conditions	
You failed to notify us in accordance with clause 4.6 of these terms and conditions and without undue delay on becoming aware of the loss, theft or misappropriation of your Security Details	
You have acted fraudulently	

Security Breaches for which we will refund you	
Situation	Outcome
The loss, theft or misappropriation of the Security 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 set up your Security Details	
The loss occurs after you have notified us that your Security Details have been lost, stolen or used without authorisation	
We have failed to tell you how to notify us of any loss, theft or unauthorised use of your Security Details	
We do not apply procedures that we are legally required to use to check a payment has been authorised by you	
The loss was caused by acts or omissions of an employee, agent or branch or of an entity carrying out activities on behalf of the Bank	
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 Security Details, but you have not acted fraudulently or been negligent with your security details)	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)

### 5. Accessing and Using i-Token on the BEA UK App

- 5.1 If you choose to use the i-Token to access the Services, you must enrol your use of the i-Token Service on the BEA UK App. This is carried out by completing the registration steps specified by the Bank. Please refer to the i-Token activation demo for details, which you can find on our Website. As part of the registration, you will be asked to create your i-Token PIN. You may then use i-Token PIN/ fingerprint recognition or other means of biometric identification that may be allowed on your device to login/ confirm transactions in the Services and/or generate a Security code to confirm transactions.
- 5.2 If you change device, or wish to enrol i-Token on a different device, you should follow the instructions in the BEA UK App and on the website about how you do this.
- 5.3 i-Token can only be active on one device for one personal Cyberbanking Number. The existing i-Token will be deactivated after a new i-Token is successfully registered on a different device.
- 5.4 You will need access to the internet to enrol the use of i-Token. Once successfully registered, a Security Code can be generated afterward without internet access.

### 6. Support for the BEA UK App

- 6.1 In order to use the BEA UK App you must have a compatible device running the most up-to-date version of the operating system for that device.
- 6.2 You may not be able to use the BEA UK App until you have downloaded the latest version of the BEA UK App and accepted any new terms.

- 6.3 We may from time to time issue updates to the BEA UK 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 BEA UK 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 BEA UK App on your device or on the version of the operating system running on your device. If that happens, you will no longer be able to use the BEA UK App until you have obtained a new device which is supported or you have updated the operating system on that device, as applicable.
- 6.5 You will need access to the internet to use the BEA UK App.

## **7. Acting on Your Instructions**

### **Submitting Transaction Instructions**

- 7.1. In order for us to act on your Instruction using the Services, you must submit the same information onscreen as you would when placing such an Instruction in-branch. The required information is set out in the General Terms and Conditions.
- 7.2 Once we have received an Instruction from you or someone you have let give us an Instruction, you won't normally be able to cancel or change that Instruction. We will keep a record of all Instructions we receive and how these are handled by us, and may use this to prove what happened at a later date.
- 7.3 We may, from time to time, apply Limits to Instructions. Limits will come into effect immediately after we apply them. We will tell you as soon as practicable.
- 7.4 We will act on Instructions you submit through the Services. Provided the correct Security Details are used, we may not carry out further checks on who is submitting the Instruction or question the details of the transactions, so you should protect your Security Details as much as possible.
- 7.5 Where an Instruction relates to a payment or a transfer, please see our General Terms and Conditions to understand how this will be affected.
- 7.6 In the event that there is a dispute regarding an Instruction, you agree that we may inform the police and our insurers and you will be required to co-operate with us and the police during any investigations. You agree that we will provide the police and/or our insurers with any information that we or they consider relevant to the investigation.

### **Payees for Instructions**

- 7.7 We reserve the right to remove any unused payee(s) from your Account without notice if you have not made any Instruction to such payee(s) for a period of 13 months or more.

### **Refusing Instructions**

- 7.8 We reserve the right to refuse any transaction request if it does not comply with these terms and conditions, our General Terms and Conditions, or the Terms and Conditions of your Account. For example, we will not ordinarily allow a transaction if it would create an overdraft, it would exceed an agreed overdraft limit, your Instructions are unclear or we consider that following an Instruction might be contrary to an applicable code or law.
- 7.9 In circumstances where we refuse to carry out an Instruction, we will inform you and where possible, tell you 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.

### **Your Liability for Incorrect Instructions**

- 7.10 If you provide us with incorrect information or there is an error in your Instruction, we will make all reasonable efforts to reverse or delete such Instruction but you will be liable for any losses that result from such Instruction.

### **Our Liability for Instructions**

- 7.11 If:
  - a) we debit money from your Account but it doesn't actually reach the person you asked to be paid;
  - b) there is a delay of 3 Business Days or more in the time that money that we debited from your account should have reached the person you asked to be paid and there is no good reason for this delay; or
  - c) we send the wrong amount to someone or send an amount to the wrong account.

we will, as soon as possible, refund your Account with the amount of this transaction. In addition, we will compensate you for any fees or similar that we charged because of such payment.

- 7.12 We will not be liable for any failure to provide the Services (in whole or in part) when we need to perform repairs, maintenance or updates to our systems, in the event of a failure of our systems which is outside our reasonable control or for any other cause that is beyond our control (for example, war, explosion, earthquake etc.).
- 7.13 We will not refund you for any costs you incur (for example, fees or interest payments) which happen because we delayed your Instruction in order to check that the Instruction had been approved by you and/or carry out financial crime prevention checks (provided the length of delay is reasonable for our checks etc.).
- 7.14 Additionally, if we decide not to go ahead with an Instruction because we have legitimate concerns about it not being from you or that it would break the law (or similar), we will not refund you for any costs you incur (for example, fees or interest payments) which happen because of this.

## 8. Timing of Instruction

- 8.1 Instructions received through the Services for your Account(s) before the Cut-Off Time on any Business Day will normally be processed on the same Business Day.
- 8.2 The Cut-Off Times applicable to Instructions placed using the Services are as follows:

Instruction Type	Cut-off Time (UK Time Monday to Friday excluding UK public/bank holidays)
Domestic Payment	4:30 p.m.
Overseas Payment	3:30 p.m.
Express Payment	3:30 p.m.
Transfer to Another BEAUK Account	5:30 p.m.
Carrying Out a Currency Exchange	4:30 p.m.
Establishing a Fixed Time Deposit	5:30 p.m.

- 8.3 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.
- 8.4 You will receive notification via the Services or via other means if any Instruction is rejected.

## 9. Operating Joint Accounts

- 9.1 If you have a joint Account, we are authorised to act on the Instructions of any one of the holders of that joint Account. However, each individual Account holder shall be jointly responsible for all transactions carried out and for the repayment of any borrowing which arises on such joint Account. For example, this means that if one of you submits an Instruction that causes an overdraft to arise, we can ask one or both of you to repay that amount and/or use a deposit by either of you to offset that amount. It is not possible to authorise transactions jointly via the Services.
- 9.2 These terms and conditions apply to you and/or each of the joint Account holder(s). This means that you or your joint Account holder(s) may be held liable for breaches of these terms and conditions.
- 9.3 We reserve the right to suspend the Services for joint Accounts in certain circumstances (including but not limited to the following):
- a) we have become aware that there is a dispute between the holders of a joint Account;
  - b) we have been asked not to permit one of the holders of a joint Account to carry out a certain transaction(s); or
  - c) we believe, in our sole discretion, that a certain transaction requires joint authorisation.
- 9.4 To regain access to the Services following a suspension, we require each of the joint Account holder(s) to request such access in writing to us.

## 10. Our Responsibilities and Liability

- 10.1 These terms and conditions together with the document set out in clause 1 above contain all the provisions relating to the offer of the Services and no other terms and conditions (whether arising from law, custom, statute or otherwise and including without limitation any term as to satisfactory quality or fitness for purpose) are treated as applying.

- 10.2 We will make every effort to ensure that the Service will be available on a continuous and uninterrupted basis. The Services (whether in whole or in part) may be unavailable due to technical or other issues beyond our reasonable control or from unavoidable events. This includes, in particular, any suspension of the Services resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Services, outage of any phone network or in the case of mobile networks, where you are not in an area of mobile coverage. Where possible we will give you advance notice of any interruption to the Service and will advise you on alternatives for accessing our services during this period.
- 10.3 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. These links are provided for your convenience only.
- 10.4 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.
- 10.5 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.
- 10.6 We may, from time to time, suspend access to the Services so that we can carry out occasional repairs, updates, and maintenance on the service. We will use all reasonable endeavours to let you know in advance the times when the Services are likely to be unavailable and for how long, although this may not always be possible. Please refer to the 'Maintenance schedule' on our Website for details. We will also advise you how else you can access your accounts and other products during this time.
- 10.7 We reserve the right to modify and/or update our Website or the BEA UK App at any time.
- 10.8 We are not liable for the consequences arising out of inaccurate or incorrect information supplied by you.

## 11. Charges

- 11.1 We do not charge you for using the Services or the BEA UK 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 Services/BEA UK App. These charges may vary if you access the Services/ BEA UK App when abroad.
- 11.2 Fees will apply for certain services we offer through the Services. You will be notified of any applicable fee before you complete a transaction. The details of charges for a transaction (including how they are calculated) will be displayed on screen and you will need to tick the confirmation box to agree the charge before you submit your Instruction. Once you proceed with an Instruction, we will debit your 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.

## 12. Contacting Each Other via the Services

- 12.1 In addition to the methods set out under the General Terms and Conditions, you may send to us and we may send to you, secure email messages via the 'Messages' function which is a secure function within the Personal Cyberbanking Service. If you send us a message, we will aim to respond to you within two Business Days.
- 12.2 You must not send to us via the 'Messages' function those messages:
- which are urgent and require immediate action (these should be given by telephoning us on 020 7208 7090 between 9:00 a.m. to 5:00 p.m. on Business Days);
  - which are requests of a transactional nature e.g. relating to the creation of a new fixed deposit, making a transfer or payment, etc. (these should be done through the Services/submitting Instructions); or
  - to report the loss or theft of cheques or Debit card or any Security Breaches (these should be given by phone as detailed under clause 4.6 above).
- 12.3 In addition to the methods set out under the General Terms and Conditions, we may send you messages concerning your Account(s), our products or services, including matters related to the Services through the 'Messages' function (in respect of the Personal Banking Service. However, we will not contact you in relation to an account other than your Account nor will we discuss with you our dealings with an account that is not owned, or jointly owned, by you.
- 12.4 All information submitted to us through the Website or via the BEA UK App shall be deemed and remain our property.

### 13. Terminating or Suspending the Services/BEA UK App

#### Customer Terminating the Service

- 13.1 There is no minimum contract period and you are free to cancel the Services at any time. Please refer to the Personal Cyberbanking FAQs and Mobile Banking FAQs for further details on how to cancel the respective Services.
- 13.2 If you cancel the Personal Cyberbanking Service, the Mobile Banking Service will also be cancelled automatically.
- 13.3 The closure of an Account by you or us will result in the termination of the Services for that Account. All outstanding, pending and scheduled Instructions submitted via the Services for this Account will be automatically cancelled upon closure of the Account.
- 13.4 You can notify us at any time if you no longer wish to use the Services by writing to us or in person at one of our branches. If you notify us by any other means, we may ask you to confirm this in writing.
- 13.5 You acknowledge that it is your responsibility to delete the BEA UK App from the device you use to access the BEA UK App if you change or dispose of your device or you cancel or end your contract with us under clause 14.4.
- 13.6 Please note, deleting the BEA UK App will not end your agreement with us for the Services.
- 13.7 If you close your Account but retain the BEA UK App, the Services will no longer be available to you but may be able to access generic information in relation to other services and products that may be available or displayed via the BEA UK App.

#### Where We May Terminate or Suspend the Service

- 13.8 We may terminate all or any part of the Services at any time by giving you not less than two months' notice.
- 13.9 We may terminate the Services immediately if there is any change in law which prohibits or renders illegal the maintenance or operation of the Services or any parts thereof.
- 13.10 We may terminate or suspend the User's access to the Account via the Service with immediate effect in accordance with clause 17.5 of our General Terms and Conditions. We may close your Account immediately if any of the following happen:
- you put us in a position where we might break a law, regulation, code, court order or other duty or requirement;
  - 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 manner against our staff;
  - you have seriously or persistently broken these terms or any other relevant terms relating to the Service, such our General Terms and Conditions; or
  - you have moved to a country that we consider sensitive for the purposes of trading.
- 13.11 We may suspend all or any part of the Services (including your use of the BEA UK App) in certain circumstances, including but not limited to the following:
- a) to protect the security of the Services or our systems;
  - b) if we have reason to believe that there may have been (or there is likely to be) unauthorised or fraudulent use of the Services.
  - c) if we have reason to believe that there has been a breach of these terms and conditions; or
  - d) if we are required to do so by any law or other regulatory requirement affecting us.
- 13.12 We may suspend your access to the Services if you do not log in for more than 12 months, be it through the BEA UK App or otherwise.
- 13.13 If we terminate or suspend the use of the Services, where possible and to the extent permitted by law 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(s) has been or is likely to be misused. If we are unable to contact you beforehand, we will notify you and give our reasons afterwards.
- 13.14 We reserve the right to withdraw the BEA UK 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 clause 21.

### 14. Limitations

- 14.1 The information contained on our Website is provided by us and we shall use best endeavours to keep such information up to date and correct. We may modify the content and/or the design of the Website at any time without notice.

- 14.2 Any reliance which you place on such information is therefore strictly at your own risk. This means that if you suffer any loss as a result of acting, or choosing not to act, on the basis of such information, we will not be required to compensate you.
- 14.3 We have tried, as far as possible, to make sure 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 your Instructions and making use of the Personal Cyberbanking Service, you are deemed to acknowledge and accept this.
- 14.4 We shall only be liable for losses which are the natural result of a breach in the usual course of things. If losses arise from a special circumstance of the incident, we will not be liable for these (whether we could foresee the loss or not) arising from or in connection with the provision of the Services – this means we will not normally be liable for matters such as:
- loss of business;
  - loss of goodwill;
  - loss of opportunity; or
  - loss of profit.
- and we shall not be liable for any damage to your terminals or related facilities or any loss or corruption of your data in connection with the operation of the Service (except where it can be proven we were directly responsible for such loss or corruption).
- 14.5 Subject to the provisions herein, our liability (if any) to you in relation to the provision of the Services shall be limited to the amount of the relevant transaction.
- 14.6 nothing in this clause shall exclude or limit our liability for:
- death or personal injury caused by negligence;
  - fraud, gross negligence or fraudulent misrepresentation; or
  - any other liability that cannot be excluded by law.

## 15. General

- 15.1 We reserve the right to amend or terminate these terms and conditions. The process for amending our terms and conditions is set out in clause 21 in our General Terms and Conditions. We will give the Customer two months prior notice in writing of any material changes.
- 15.2 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.
- 15.3 If you are not happy with any part of these Service or you think we have made a mistake, please let us know. Please refer to clause 24 in our General Terms and Conditions for further details on how we will handle this and what rights you may have to contact the Financial Ombudsman Service.
- 15.4 You may contact us about the Services using the methods and details referred to in clause 2 in our General Terms and Conditions. We may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality.
- 15.5 These terms and conditions are governed by the laws of England and Wales.
- 15.6 These terms and conditions and any information or notifications given under it are only available in English. If you have difficulty understanding anything - please tell us and we will do our best to help you.

## 16. Use of Cookies

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

March 2025