

This agreement governs the use of the Cyberbanking Service offered by the Bank of East Asia, Limited.

In reading this agreement, “we”, “us”, “our” or “the Bank” means The Bank of East Asia, Limited, any subsidiary, affiliate or authorized service provider of the Bank, including any successor and assign; “you”, “your” and “Customer” means any person or persons named in the application for Cyberbanking Service.

1) Definitions

- a) “Account” means the account(s) identified by you and/or subsequently accepted by the Bank from time to time to be accessed by you through the Cyberbanking Service.
- b) “Cyberbanking Service” means electronic banking services, including account inquiries, funds transfers between specified accounts, rates inquiries and other banking services, offered by the Bank by means of your access to and the use of such services, when available and permitted by the Bank, through a personal computer or other device, using either public or private communications networks, including wireless networks or such other networks or devices.
- c) “Identification Codes” means a personal identification number (PIN); password; initialization data or codes (whether provided to you by the Bank or created by you), which is used by you to authenticate your identity for the purpose of authorizing, access to the Service or any Account.
- d) “Instruction” means, with respect to an Account, a deposit; withdrawal; transfer; payment; access to Account status, balances or other account information; application for investments, mortgages, loans or any other type of credit, or such other products, services or information as the Bank makes available.

2) Use of Cyberbanking Service

- a) Your use of the Cyberbanking Service (“Cyberbanking Service” or the “Service”) will indicate that you have received, understood, accept and agree with the terms of this Agreement.
- b) You will use the Cyberbanking Service only in accordance with this Agreement, and specifically in accordance with such directions that are communicated to you by the Bank at any time and in any method of communication.
- c) You acknowledge that:
 - i) The provision of the Service is at sole discretion of the Bank and we reserve the right to suspend or terminate any aspect of the Service;
 - ii) Any interest rate, exchange rate, loan rate quoted by the Bank in the course of your use of the Cyberbanking Service is for reference only and is not binding on the Bank; and
 - iii) The closure of an Account will result in the termination of the Cyberbanking Service with respect to that Account.
- d) In its sole discretion, the Bank may impose such restrictions, including restrictions on amounts that may be transferred between Accounts, as we believe appropriate for the efficient operation of the Bank’s services or for any other reason(s).

3) Instructions

- a) You authorize the Bank to accept, and you will be solely responsible for, all instructions sent to the Bank through the Service. The Bank may rely on such instructions as if you had given them signed and in writing, whether such instructions are made by you, or any other person acting with or without your knowledge or consent and whether made by any means of communication.
- b) The Bank may but shall not be under any obligation or duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.
- c) In its sole discretion, for any reason, the Bank may decline to act, or delay acting upon, any instruction provided through the Service. The Bank will not incur any liability by reason of acting or failing to act in respect of an instruction provided through the Service.
- d) For any Instruction involving a currency other than US dollars, the Bank may, at its sole discretion, convert such foreign currency at the Bank’s rate of exchange at the time the Instruction is processed. The Bank shall not be required to communicate with you or obtain your consent to do this prior to processing the Instruction.
- e) The Bank may maintain a database of your instructions and such records will be conclusive and binding on you with respect to any dispute, including any legal proceeding, as conclusive evidence of your instructions, in the absence of clear proof that the Bank’s records are wrong or incomplete. You agree that computer-generated or electronic records received or created by the Bank in connection with your use of the Service shall be admissible in a court of law, and

you waive any defense that you may otherwise have as to their admissibility.

4) Timing of Instructions

- a) You acknowledge that
 - i) Instructions made by you are not to be considered as having been received and executed by the Bank until the Bank has actually processed such Instructions;
 - ii) The processing of Instructions made after cut-off time, on a weekend or holiday will normally begin or occur on your branch's next banking day.

5) Other Agreements

- a) This Agreement is to be read by you together with any other agreement governing the Account or terms pertaining to other banking products, and any amendment, terms, conditions or disclaimers subsequently communicated to you from time to time. It does not replace any provision or amend, vary, add to, or delete any term of any other Agreement entered into by you with the Bank. In the event of any conflict or inconsistency between this Agreement and any other Agreement, the provisions of the other Agreement take precedence to the extent of the conflict or inconsistency.

6) Personal Information

- a) You expressly agree the Bank may:
 - i) Collect, use and disclose your personal information in accordance with the Bank's Privacy Policy;
 - ii) In connection with the completion of any Instruction or the provision of the Cyberbanking Service, disclose or transfer your personal information, to or between one or more of a subsidiary, affiliate, authorized service provider or agent of the Bank or any third party engaged in any transaction or providing any service (including, as required, their subsidiaries, affiliates, group members and agents thereof), whether in or outside the United States.
- b) In connection with an application for a loan or credit through the Cyberbanking Service, you acknowledge notice in writing and consent to us obtaining, providing or exchanging such information about you as we may require from time to time, from and with
 - i) Any credit reporting agency, personal information agent or other credit grantor; and
 - ii) Any reference you provide, including your employer.

7) Communications

- a) You authorize the Bank to communicate with you by fax, by online notice posted to our web site or electronic mail at such numbers or addresses as you from time to time provide to the Bank.
- b) Communications by fax, online notice or electronic mail will be deemed to have been delivered to you (where delivered to an individual number or address) at the time of transmission or the day of posting.

8) Your Responsibilities for Security

- a) You acknowledge that it is your responsibility to:
 - i) Keep the Identification Codes (e.g. PIN and password) used in connection with your use of the Cyberbanking Service confidential;
 - ii) Use the Identification Codes only with the Service;
 - iii) Notify the Bank by telephone within 24 hours of learning of the possible or actual loss, theft, disclosure of Identification Codes or the actual or possible unauthorized use of the Service, including the provision of any Instruction;
- b) You will cooperate and assist in any investigation, including filing a report with law enforcement authorities which the Bank initiates in connection with any unauthorized use of the Cyberbanking Service.

9) Your Liability

- a) You agree that you will not give your Password, or make it available, to another person, or authorize someone else to use your Password. Notify us AT ONCE if you believe that your Password has been compromised, or that someone has made unauthorized transactions. Notify us IMMEDIATELY, by calling us by phone at 212 219 8288 or 833 322 1884, or by email at BEANYinfo@hkbea-us.com. You may also write to us at The Bank of East Asia, New York Branch, 540 Madison Avenue 10/F, New York, NY 10022.

- b) If you notify us within two (2) Business Days after you learn of the theft of your Password, you can lose no more than \$50.00 if someone made a transaction without your permission. If you DO NOT notify us within two (2) Business Days after you learn of the theft of your Password and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.
- c) Also, if your statement shows transactions that you did not make, including those made by using your Password or other means, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- d) Bank and its employees or agents will not be responsible for problems that may develop as a result of your failure to maintain sufficient funds in your account. You are also responsible for any incorrect information provided by you or errors that may have been made in setting up payments or Payee information.

10) In Case of Errors or Questions About Your Electronic Transfers

- a) Contact us as soon as you can at the Customer Service address, website or telephone number listed above if you think your statement is wrong or if you need more information about a transfer or payment listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.
 - i) Tell us your name and account number(s);
 - ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
 - iii) Tell us the dollar amount of the suspected error.
- b) If you notify us orally or electronically, we may require that you send us your complaint or question in writing within 10 Business Days.
- c) We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.
- d) For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to credit your account for the amount you think is in error.
- e) We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

11) Limitation of the Bank's Liability

- a) The Bank will make every reasonable effort to provide you with access to information available through this Service. The information and materials provided, including text, graphics, links or other items are provided "as is", "as available". The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory including but not limited to warranties of non-infringement of third party rights, operation, completeness, accuracy, reliability, merchantability, fitness for a particular purpose, freedom from computer virus, or arising by law, statute, usage of trade, or course of dealing is given in conjunction with your use of this Cyberbanking Service.
- b) The Bank, its respective directors, officers, employees, agents, subcontractors or other representatives, will not be responsible or in any manner liable to you or any third party for any losses, damages, penalties and expenses, including direct, indirect, incidental, special or consequential damages, however caused, in connection with or arising out of your use of this Cyberbanking Service, whether authorized or not, even if the Bank has been advised of or should have been aware of the possibility of such loss or damage. Such losses, damages, penalties and expenses include, but are not limited to, any you may suffer if:
 - i) You transmit confidential or sensitive information to the Bank over the Internet;
 - ii) The Bank communicates confidential or sensitive information to you at your request over the Internet;
 - iii) A third party issues instructions to the Bank using your Identification Codes, whether such instructions are made with or without your knowledge or consent;
 - iv) The Bank does not receive your instructions for any reason whatsoever;
 - v) There is any delay in processing instructions, or if we decline to act on your instructions;
 - vi) Access to this Service is not available or is delayed due to periods of increased volume or activity or to allow for maintenance, updates or for any other cause; or

vii) Any harm or loss occurs to your personal computer or any records or data.

12) Service Fees

- a) We may charge fees for the Cyberbanking Service and for the completion of your Instructions. You authorize us to debit your account for these fees. Accurate information as to the Bank's fees is available at Bank branches.

13) General

- a) The Bank reserves the right to modify or terminate the Terms of this Agreement at any time without prior notice and the Bank will have no liability for any loss or inconvenience which may result. Your use of the Cyberbanking Service following any modification constitutes your agreement to follow and be bound by these terms as revised.
- b) This Agreement and all Instructions made or facilitated through your use of the Cyberbanking Service are governed by the laws of the United States, as applicable therein without regard to conflict of laws.
- c) You submit to the exclusive jurisdiction of the courts of the United States to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with this Service.
- d) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be severed, to the extent of such prohibition or unenforceability, from the balance of the terms of this Agreement, without affecting the remaining provisions or affecting the validity or enforceability of such provisions in any other jurisdiction.
- e) No act or omission by the Bank pursuant to these terms shall affect its rights, powers and remedies under this Agreement or any further or other exercise of such rights, powers or remedies.
- f) The parties have required that these terms and all documents relating thereto be drawn up in English.