

East Asia Securities Cybertrading Service - Mobile Phone Terms and Conditions

1. The user ("**the Client**") of the "East Asia Securities Cybertrading Service - Mobile Phone" ("**the Service**") must be the sole account holder, one of the joint account holders or authorised signatory of the securities account maintained with East Asia Securities Company Limited ("**EAS**") and must register in the same name as such securities account when using the Service.
2. The Client agrees to the disclosure or transfer of personal data and information in respect of the Client's account(s), transaction(s) and dealing(s) with EAS, the mobile phone service provider(s) and other third party(ies) engaged in any transaction(s) or providing any service(s) in respect of the Service to any one or more of such entity(ies) and/or its/their parent company and/or subsidiary(ies), group member(s) and/or agent(s) thereof whether in or outside the Hong Kong Special Administrative Region in connection with the provision of the Service and all related services.
3. The Client agrees that EAS shall have no liability or responsibility of whatsoever nature to the Client in respect of the Service under any circumstances, including without limitation,
 - (a) any failure or delay in transmission of information to and/or from the Client's telecommunication equipment;
 - (b) any failure or delay in the processing of the Client's requests or instructions and/or the returning of the responses to the Client's requests or instructions executed using the Service;
 - (c) any error or inaccuracy in such requests, responses, or generally in such information or the transmission thereof;
 - (d) any breakdown, interruption, suspension, malfunction or failure of the telecommunication equipment or system of the Client, EAS, any mobile phone service providers and/or the relevant telecommunication carrier and/or third party service provider(s);
 - (e) any failure of performance, error, omission, interruption, defect, delay in operation, computer virus or line or system failure, even if EAS or representatives thereof, are advised of the possibility of such losses, damages or expenses;
 - (f) any consequences arising from any cause beyond the control of EAS, including but not limited to any loss of damage whatsoever and howsoever suffered or incurred by the Client or any person resulting from or in connection with the SIM card, the handset, the systems of mobile phone service providers and the network;unless any of the aforesaid is directly caused by the negligence or wilful default of EAS, as the case may be.
4. The Client acknowledges that any information received by the Client via the Client's telecommunication equipment and system under the Service is for information only, and shall not be taken as conclusive evidence of the matters to which it relates. EAS is not responsible for the accuracy, completeness, confidentiality or security of the information and messages received by the Client's telecommunication equipment and system.
5. The Client understands and acknowledges that EAS' records on requests and instructions actually received and responses actually sent by EAS shall be binding and conclusive on the Client unless and until the contrary is established.
6. Notwithstanding anything herein to the contrary, EAS shall not be involved in or in any way liable for any dispute between the mobile phone service provider(s) and the Client or between the mobile phone service provider(s) and any third party(ies).
7. i-Token Authentication
 - (i) i-Token, as part of the Service, is a software-based security token stored in the Client's device which provides an alternative means of completing the two-factor authentication ("**2FA**") for internet and mobile channels. The Client has to register his/her mobile device for i-Token by completing the steps as specified by EAS using his/her account number, login password and one-time password ("**OTP**") provided by EAS through SMS. Once successfully registered, the Client may use i-Token to access the securities account.
 - (ii) EAS' provision and the Client's use of i-Token are subject to these Terms and Conditions. Once the Client registers for i-Token, the Client will be regarded as having accepted and will be bound by these Terms and Conditions. If the Client does not accept these Terms and Conditions, the Client shall not register for i-Token.
 - (iii) Having registered for i-Token, the Client may still gain access to the Services through the EAS mobile application (the "**App**") using the OTP as an alternative mean of the 2FA process. The Client can also complete the 2FA process through i-Token by using his/her mobile device in order to access the Services via internet channel.

- (iv) The Client may deactivate i-Token at any time through the App by completing the steps specified by EAS.
 - (v) EAS has the right to specify or vary from time to time the scope and features of i-Token without prior notice.
 - (vi) In order to use i-Token, the Client:
 - (a) must be a valid user of the Service;
 - (b) must install the App using his/her mobile device; and
 - (c) must complete the registration of i-Token by following the steps as specified by EAS.
 - (vii) The Client should take all reasonable security measures to prevent unauthorized or fraudulent use of i-Token, including the following measures:
 - (a) the Client should take reasonable precautions to keep safe and prevent loss or fraudulent use of his/her mobile device or any necessary information for effecting the authentication through i-Token, such as the account number, login password and OTP. The Client should observe the security recommendations provided by EAS from time to time about the use of i-Token;
 - (b) the Client must not use the App or i-Token on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail-broken or rooted device means one that has been freed from the limitations imposed on it by the Client's mobile service provider and the phone manufacturer without their approval. The use of the App and i-Token on a jail-broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the App and i-Token in a jail-broken or rooted device is entirely at the Client's own risk and EAS will not be liable for any losses or any other consequences suffered or incurred by the Client as a result; and
 - (c) if the Client is aware of or suspect any unauthorized use of his/her mobile device or any necessary information for effecting the authentication through i-Token, such as the account number, login password and OTP, the Client should notify EAS as soon as reasonably practicable and EAS may suspend the securities account or specific trading channel with the Client's prior consent.
 - (viii) All instructions received by EAS after the Client's identity having been verified through i-Token shall be binding on the Client.
 - (ix) In addition to and without prejudice to the disclaimers and exclusions of liability as set out in Clause 9, the Client understands that:
 - (a) EAS makes no representation or warranty as to the security of i-Token authentication function or that i-Token will meet the Client's specific requirements or that EAS will provide uninterrupted or problem-free operation for i-Token or that all system errors will be corrected.
 - (b) i-Token is provided on an "as is" and "as available" basis. EAS does not warrant that i-Token authentication will be available at all times, or that it will function with any electronic equipment, software, system or other services that EAS may offer from time to time.
 - (c) EAS is not liable for any loss, damages or expenses of any kind incurred or suffered by the Client arising from or in connection with the Client's use of or inability to use i-Token unless it is caused solely and directly by the negligence or willful default on EAS' part or on the part of EAS' employees or agents.
 - (d) Under no circumstances will EAS be liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages, including loss of profits, loss due to business interruption or loss of any programme or data in the Client's designated mobile device.
 - (x) The Client shall indemnify EAS from all loss and damage which EAS may incur in connection with any improper use of i-Token.
 - (xi) EAS have the right to modify, suspend or terminate i-Token or its use by the Client at any time without giving prior notice or reason where EAS reasonably consider necessary or advisable to do so. This may happen as a result of actual or suspected breach of security.
8. EAS shall provide the Service through the App, which is a portal or gateway to accessing its product(s) and/or service(s). Terms and conditions, fees and charges, important notes and disclosure statements (if any) applicable to such product(s) and/or service(s) shall be applied in addition to these Terms and Conditions. The Client must read these Terms and Conditions in conjunction with other applicable documents/agreements. The Clients agrees that access to, continued usage of and/or participation in the App will constitute the acceptance of and agreement to be bound by these Terms and Conditions.
9. The Client further agrees that:
- (i) **Legal Restrictions**
 Legal restrictions may apply to the use of the Service in some jurisdictions. The Service is not intended for the use of persons located in those jurisdictions to which such restrictions apply. It is the responsibility of those accessing the Service to ensure that they are aware of all relevant restrictions which apply to them. By accessing the Service, the Client agrees to be bound by these Terms and Conditions.

(ii) Copyright

Unless otherwise indicated, all the contents of the Service, including logos, trademarks, names, materials, design or any other intellectual property are the property of EAS and may not be used without the written consent of EAS.

(iii) Information and Materials Usage

All information and materials contained in the Service, including the terms, conditions, and descriptions are subject to change. The Service or any part thereof may be withdrawn or amended at any time without notice at the discretion of EAS. The Client's eligibility for particular products and services is subject to the acceptance and determination of EAS. Investment products are not obligations of or guaranteed by EAS and investment services are subject to investment risks, including the risk of losing the principal amount invested.

(iv) No Guarantee

All information and materials contained in the Service, including text, graphics, links or other items are prepared for general information purposes only. Whilst every effort has been made to ensure accuracy, EAS does not warrant the accuracy, adequacy or completeness of the information and materials and expressly disclaims liability for errors or omissions in such information and materials. No guarantee of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials. In addition, information or opinions provided by third parties on the App shall not be used as investment advice and do not constitute an offer to sell or solicitation of an offer to buy any securities or financial instruments. The Client shall seek advice from independent financial adviser if necessary.

(v) Hyperlinks

Hyperlinks to other resources are at the Client's own risk; EAS does not investigate, verify, monitor or endorse the content, accuracy, opinions expressed, and other links provided by such resources.

(vi) Information Submissions

All information submitted to EAS through the App shall be deemed and remained the property of EAS and EAS shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in the information a user of the App provides EAS through the App. Except as agreed by EAS or as otherwise specifically agreed or required by law, EAS shall not be subject to any obligations of confidentiality regarding the submitted information.

10. The Client understands that the Real Time Stock Price Quotes Service being currently subscribed for Internet Trading Platform (if any) shall be used together with the App. The quote meter for Per Quote Access Real Time Stock Price Quotes Service being used in Internet Trading Platform and the App will be calculated together.
11. EAS reserves the right in its sole and absolute discretion to change without prior warning or notice any information or material contained on the App or i-Token and these Terms and Conditions. By continuing to use the App or i-Token following the changes to these Terms and Conditions will signify the Client's consent and acceptance to the changes made. In addition, EAS shall not be liable if for any reason the App or i-Token is unavailable at any time or for any period, and EAS may suspend or stop the App or i-Token for any reason whatsoever.
12. No person other than the Client or EAS will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
13. In the event of any inconsistencies or discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Terms and Conditions for BEA Securities App - Biometric Authentication Service

In consideration of East Asia Securities Company Limited (東亞證券有限公司) ("**EAS**") agreeing to provide the BEA Securities App Biometric Authentication Service (EAS side) (the "**Service**") through BEA Securities App (as defined below) and/or other software (each of them, the "**Software**") under different electronic delivery channels including but not limited to mobile phones, mobile devices and the internet, as announced by EAS at its sole and absolute discretion from time to time, the Customer hereby agrees that by using the Service, the Customer shall be bound by the following terms and conditions (as amended from time to time by EAS) (the "**Terms**"), together with the terms and conditions of East Asia Securities Company Limited's Mobile trading ("**Mobile-trading**").

In the event of any conflict between the Terms and the terms and conditions of Mobile trading, the Terms shall apply and prevail.

By undergoing the enabling process to use the Service, or using the Service, the Customer accepts and agrees to the Terms. The Software will access the biometric credentials (including but not limited to fingerprint, facial map and/or any other biometric credentials as announced by EAS from time to time) recorded and stored in the Customer's mobile device which has been successfully registered for the Service, and the Customer hereby consents to the EAS accessing and using such information for identity authentication of the Customer before provision of the Service.

Once the Customer has successfully enabled the BEA Securities App Biometric Authentication Service (EAS side) in his/her mobile device, the Customer may use his/her biometric credentials registered with his/her mobile device in lieu of his/her Account Number and mobile password to authenticate his/her identity to access and operate his/her account(s) maintained with EAS.

The Customer understands the need to protect his/her mobile device, including but not limited to set a passcode of his/her mobile device and not permit any other persons to register their biometric credentials in his/her mobile device and/or use the Service. The Customer must not use facial recognition for the Service if the Customer (i) has identical siblings, or (ii) is in adolescence where his/her facial features may be developing rapidly. The Customer must not compromise or disable the security settings of his/her biometric credentials registered in the Customer's mobile device, including but not limited to disabling passcode to access the biometric credentials, and/or disabling "attention aware" features for facial recognition. The Service is provided for the Customer's sole and exclusive use.

1. Definitions and Interpretations

In the Terms, the following capitalised terms shall, except where the context otherwise requires, have the following meanings:

- (a) "**BEA Securities App**" means the software made available by EAS and designed to run on smartphones and other mobile devices to provide the services as specified by EAS from time to time;
- (b) "**BEA Securities App Biometric Authentication Service**" or "**Service**" means the identity authentication function in BEA Securities App using biometric credentials, including but not limited to fingerprint, facial map and/or any other biometric data as designated by EAS from time to time.

unless any of the aforesaid is directly caused by the negligence or wilful default of EAS, as the case may be.

2. Use of the Service

The Service is a BEA Securities App application, available for mobile devices supporting biometric authentication as announced by EAS from time to time. The Service may not work if the mobile device contains applications not compatible with the Service. The Customer understands the need to protect his/her mobile device, including but not limited to not rooting or jailbreaking the mobile device.

To use the Service, the Customer shall ensure to have installed BEA Securities App on his/her mobile device and be a valid user of EAS's Mobile Banking. The Customer shall also comply with all the Terms.

To enable the Service, the Customer must go through an enabling process that verifies any one type of his/her biometric credentials registered on the mobile device, and requires the Customer to key in his/her credentials of channel(s), as specified by EAS from time to time for authentication.

Each time the Software detecting the use of the biometric credential(s) registered on the Customer's mobile device on which the Customer has enabled the Service to access and operated his/her account, the Customer is deemed to have (i) accessed and/or (ii) operated his/her account in lieu of his/her Account Number and mobile password, and/or (iii) instructed EAS to perform such transactions (as the case may be).

The Customer should take reasonable precautions to keep safe and prevent loss or fraudulent use of his/her mobile device, username and password. The Customer should observe the security recommendations provided by EAS from time to time about the use of the Service and/or the Software.

If the Customer believes that the security of his/her biometric credential(s) has been compromised, the Customer must cease and/or re-enable the use of the Mobile trading and change relevant passwords, and notify EAS immediately. EAS may require the Customer to change relevant passwords and/or biometric credential(s) registered in his/her mobile device, to cease and/or re-enable the use of Mobile trading and/or the Service.

Under no circumstances shall EAS be liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages, including loss of profits, loss due to business interruption or loss of any programme or data in the Customer's mobile device.

3. Confirmation

The Customer confirms that all information provided to EAS at the time of registration to use the Service is true, complete and up-to-date. The Customer must also ensure that all information provided to EAS from time to time remains true, complete and up-to-date and notify EAS of any change in the information as soon as reasonably practicable. The Customer must not do or attempt to do any of the following:

- (a) decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with the Service (or any part thereof); and
- (b) gain access to the Service (or any part thereof) in any manner other than specified by EAS.

4. Liability and Indemnity

EAS expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the Service or in relation to any requests arising from the processing of or any other matter relating to the Service ("Request"). Without prejudice of the foregoing, the Customer understands and acknowledges the acceptance by EAS of his/her submission of a Request does not amount to a presentation or warranty by EAS:

- (a) the Service will meet the Customer's requirements;
- (b) the Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as EAS may offer from time to time; or
- (c) the use of the Service or EAS's processing of any Request will be uninterrupted timely, secure or free of any virus or error.

Save and except due to the negligence or fault of EAS, EAS shall not be liable for and the Customer agrees to indemnify EAS and keep EAS indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on any indemnity basis) whatsoever and howsoever caused that may arise or be incurred by EAS in providing the Service, whether or not arising from or in connection with and including but not limited to the following:

- (a) any improper or unauthorized use of the Service or the Software by the Customer;
- (b) any act or omission by any relevant mobile or internet service provider;
- (c) any delay or failure in any transmission, dispatch or communication facilities;
- (d) any access (or inability or delay in accessing) and/or use of the Service or the Software; or
- (e) any breach of warranty under or provision of the Terms.

EAS shall be entitled to exercise any of its rights and remedies under the Terms (including the right to withdraw, restrict, suspend, vary or modify EAS's Mobile App and/or other software (whether in whole or in part)).

5. Termination of the Service

The Customer can terminate the Service registered in his/her mobile device via the "Settings" page in BEA Securities App or such other channel as accepted by EAS at any time. Any termination of the Service shall not affect the Customer's liabilities and obligations which have incurred or accrued and any instruction provided to EAS prior to such termination.

EAS may suspend or terminate all or any of the Services at any time without giving any notice or reason.

6. Amendment

EAS may revise any provisions contained in the Terms and /or introduce additional provisions to the Terms at any time and from time to time at EAS's sole and absolute discretion. Such provisions, any revision and/or additions to the Terms shall become effective and shall be deemed to have been accepted by, and binding on the Customer if the Customer continues to use the Service.

7. The Contracts (Rights of Third Parties) Ordinance

No person other than the Customer or EAS will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the Terms.

8. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and EAS's by-laws, regulations and practices. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts to determine, enforce and adjudicate all disputes and claims arising out of the above and in connection with the Service.

9. Governing Version

The Chinese version of the Terms is for reference only. If there is any conflict and/or inconsistency between the English and the Chinese versions of the Terms, the English version of the Terms shall prevail.

10. Miscellaneous

Words and phrases in the Terms shall be read and construed in accordance with the definitions contained herein. Where the context permits, the singular includes the plural and vice versa, the masculine includes feminine and neuter and vice versa.

Disclaimers

Legal Restrictions

Legal restrictions may apply to the use of the App of East Asia Securities Company Limited ("**EAS**") in some jurisdictions, and the App is not intended for the use of persons located in those jurisdictions to which such restrictions apply. It is the responsibility of those accessing the App to ensure that they are aware of all relevant restrictions which apply to them. By accessing the App and, you agree to be bound by the terms and conditions below.

Copyright

Unless otherwise indicated, all of the contents of the App, including logos, trademarks, names, materials, design or any other intellectual property on the App are the property of EAS and may not be used without the written consent of EAS.

Information and Materials Usage

All information and materials contained in the App, including the terms, conditions, and descriptions are subject to change. Services may be withdrawn or amended at any time without notice at the discretion of EAS. Your eligibility for particular products and services is subject to the acceptance and determination of EAS. Investment products are not obligations of or guaranteed by EAS and investment services are subject to investment risks, including the risk of losing the principal amount invested.

No Guarantee

All information and materials contained in the App, including text, graphics, links or other items are prepared for general information purposes only. Whilst every effort has been made to ensure accuracy, EAS does not warrant the accuracy, adequacy or completeness of the information and materials and expressly disclaims liability for errors or omissions in such information and materials. No guarantee of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

Liability Limitation

Under no circumstances EAS will be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential losses, damages or expenses arising in connection with the App or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if EAS or representatives thereof, are advised of the possibility of such losses, damages or expenses. Hyperlinks to other resources are at your own risk; EAS does not investigate, verify, monitor or endorse the content, accuracy, opinions expressed, and other links provided by these resources.

Information Submissions

All information submitted to EAS through the App shall be deemed and remained the property of EAS and EAS shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in the information a user of the App provides EAS through the App. Except as agreed by EAS or as otherwise specifically agreed or required by law, EAS shall not be subject to any obligations of confidentiality regarding the submitted information.

In the event of any inconsistencies or discrepancies between the English and Chinese versions of these Terms and Conditions and the Disclaimers, the English version shall prevail.