

## Airstar Bank Limited

### Airstar Bank Limited (the "Bank") - Terms and Conditions for Electronic Direct Debit Authorisation Service (these "Terms and Conditions") (Effective on 1 Dec 2020)

- 1 These Terms and Conditions and the Account Terms and Conditions apply to the Customer as a user of the eDDA service for making fund transfers from the Designated Account to the Beneficiary Account (each a "Transfer" and collectively the "Transfers").
- 2 By agreeing to these Terms and Conditions, the Customer authorises the Bank to effect a Transfer or Transfers from the Designated Account to the Beneficiary Account in accordance with an Instruction as the Bank may receive from time to time, subject to the provisions in these Terms and Conditions and the Account Terms and Conditions.
- 3 Unless otherwise defined in these Terms and Conditions, terms defined in the Account Terms and Conditions shall have the same meaning when used herein. In addition, the definitions in Clause 4 apply in these Terms and Conditions.
- 4 In these Terms and Conditions:

"**Account Bank**" means a bank, a restricted licence bank or a deposit-taking company other than the Bank, authorised under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) in which the Designated Account is maintained with.

"**Account Terms and Conditions**" means the Terms and Conditions of Use of Virtual Banking Services of the Bank as amended or supplemented by the Bank from time to time.

"**Beneficiary Account**" means an Account designated by the Customer to receive funds from the Designated Account.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong.

"**Designated Account**" means an account in the Customer's name maintained with an Account Bank from which Transfers are made in accordance with an Instruction.

"**eDDA**" means the electronic direct debit authorisation (named as "Autopay" or "e-Deposit" in mobile application) initiated by the Customer authorising the Bank to instruct the Account Bank to make a Transfer from the Designated Account to the Beneficiary Account in accordance with an Instruction.

"**Instruction**" means an instruction given or authorised by the Customer to the Account Bank instructing it to make a Transfer from the Designated Account to the Beneficiary Account.

"**Mobile App**" means such mobile applicable software as may be designated by the Bank from time to time through which the Bank's virtual banking services will be provided to the Customer, and where the Customer could access such services, such as enabling the Customer to operate the Beneficiary Account, conduct transactions and

dealings and to give instructions to and communicate with the Bank.

“**Transfer**” has the meaning given to it in Clause 1 above.

- 5 In the event of a conflict or inconsistency between these Terms and Conditions and the Account Terms and Conditions, these Terms and Conditions shall prevail.
- 6 The Customer can set up, amend or cancel the eDDA by logging into the Beneficiary Account through the Mobile App and providing the necessary information stipulated by the Bank. The eDDA, any amendment to or cancellation of it will take effect on the date on which the Bank notifies the Customer that such setup, amendment or cancellation has been completed. Please note that any such effective date may be subject to an Account Bank’s processing time, which may vary from one Account Bank to another.
- 7 The eDDA will remain in effect until it (a) is amended or cancelled by the Customer or (b) expires on the date specified in the Instruction, whichever occurs first.
- 8 Where the eDDA is set up by the Customer as a means to make repayments for outstanding amounts due to the Bank under a credit facility, the Customer acknowledges that any such eDDA is irrevocable until all outstanding obligations under such credit facility are fully discharged.
- 9 The Customer hereby authorises the Bank to issue on his behalf, from time to time, an Instruction to an Account Bank instructing it to effect a Transfer from the Designated Account to the Beneficiary Account in accordance with the Instruction, provided always that the amount of any such Transfer does not exceed the limit, if any, as specified in that Instruction.
- 10 The Customer agrees that the amount of each Transfer as specified in an Instruction will be credited to the Beneficiary Account within the time period as the Bank may specify from time to time.
- 11 If the Customer wishes to change the Designated Account or any of its details, the Customer agrees to notify the Bank immediately of any such change.
- 12 The Customer accepts full responsibility for any overdraft (or increase in existing overdraft) on the Designated Account which may arise as a result of a Transfer, and the Bank shall not be liable to the Customer in any way.
- 13 It is the Customer’s responsibility to maintain sufficient funds in the Designated Account at all times to effect a Transfer. The Customer understands that in the event that there are insufficient funds to meet any such Transfer, the Account Bank may, in its absolute discretion, refuse to effect such Transfer without notice and/or levy its usual charges on the Customer or the Bank. Accordingly, the Customer agrees to hold harmless and indemnify the Bank in accordance with Clause 20 for any such charges.
- 14 The Customer acknowledges that each Instruction is subject to various limitations such as a limit for each Transfer, minimum transaction amount, an expiry date or other limitations as the Bank may impose from time to time.
- 15 The eDDA is set up according to the information provided by the Customer and the Bank is not responsible for checking or verifying any such information. The Customer

is responsible for ensuring that any information provided to the Bank for such purpose is true, complete and up-to-date. The Bank shall not be responsible for any loss or damage suffered by the Customer arising from any inaccuracies or omissions in such information.

- 16 The Bank may, in its absolute discretion, refuse to act on an eDDA if it has any doubts as to its legality, authenticity or accuracy. The Customer agrees that the Bank is not obliged to make any enquiries as to the accuracy, authority or authenticity of such eDDA.
- 17 The Bank reserves the right to cancel or terminate or suspend the whole or any part of the eDDA service without reason. The Customer agrees that the Bank will not be liable for any loss, damage, cost or expense of any kind which the Customer or any other person may incur or suffer in connection with the Bank's exercise of the above mentioned right.
- 18 The Bank will use its reasonable endeavours to ensure that the eDDA service is available but it makes no representations, endorsements or warranties as to the eDDA service's operation, functionality and reliability. The Bank does not guarantee that the Account Bank will be able to effect an Instruction or Transfer as this depends on the operation, functionality and reliability of the Account Bank's own systems and operation, which are beyond the Bank's control.
- 19 The Bank is not liable for loss, damage, cost or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with any use of the eDDA service, or the carrying out of any Instruction or Transfer by the Bank.
- 20 The Customer agrees to hold harmless and indemnify the Bank: (a) against all actions, proceedings and claims which may be brought against the Bank; and (b) for all losses, damages, reasonable costs and expenses reasonably incurred by the Bank (including any legal fees) arising out of or in connection with the use of and the provision of the eDDA service to the Customer.
- 21 The eDDA service is subject to the applicable fees and charges that the Bank may charge from time to time. The Customer should refer to the relevant fee schedule for details.
- 22 The Bank is entitled to prescribe from time to time the form and mode of communication for the purpose of this eDDA service. Communications delivered personally, sent by post, facsimile transmission or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or of leaving it at such address last notified by the Customer to the Bank, (where sent by post) two (2) Business Days after posting if the address is in Hong Kong and seven (7) Business Days after posting if the address is outside Hong Kong, or (where uploaded to the Mobile App or the Bank's website or where sent by facsimile transmission, email or SMS) immediately after uploading to the Mobile App or the Bank's website or transmission to the facsimile number, email address or mobile phone number last notified by the Customer to the Bank.
- 23 A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the

benefit of any term of these Terms and Conditions.

- 24 The Bank reserves the right to amend these Terms and Conditions from time to time. Any such amendments will become effective, subject to the Bank giving reasonable notice to the Customer. For any amendments concerning fees and charges and the Customer's liabilities and obligations, the Bank will give 30 days' prior written notice to the Customer. The Bank will give notice to the Customer in accordance with Clause 22. Any amendments to these Terms and Conditions shall be deemed to have been accepted by and binding on the Customer if the Customer continues to use the eDDA service on or after the effective date of any such amendment.
- 25 The English version of these Terms and Conditions shall prevail whenever there is a discrepancy between the English and Chinese versions.
- 26 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Hong Kong. The Customer agrees to submit to the exclusive jurisdiction of the Hong Kong courts.