

Notice of Amendments to the Customer Terms and Conditions for Electronic Bill Presentment and Payment Service

With effective from 27 September, 2015 (the “**Effective Date**”), the Customer Terms and Conditions for Electronic Bill Presentment and Payment Service will be amended as follows:

Affected Clause	Amendment	Details
1.1	Replace “Merchant” by “Entity” and “Merchants” by “Entities”.	<p>"Bill Owner" means, in respect of a bill or donation receipt issued by a Relevant Participating MerchantEntity, the owner of that bill or donation receipt;</p> <p>"Customer" means a person (a) to whom the Bank provides electronic/internet banking service and (b) who is a Bill Owner or a person authorised by a Bill Owner to receive or access e-info issued by a Relevant Participating MerchantEntity on such Bill Owner's behalf;</p> <p>"Customer Enrolment Request" means an application by the Customer to enrol for the EBPP Service to receive or access e-info from a Relevant Participating MerchantEntity;</p> <p>"EBPP Service" means the Electronic Bill Presentment and Payment service provided by HSL from time to time to facilitate the dissemination and access of e-info by Participating MerchantsEntities and their respective customers;</p> <p>"e-bill summary" means an electronic bill summary issued by a Relevant Participating MerchantEntity in respect of a bill (that is eligible to be covered by the EBPP Service) in a prescribed format for presentment to the Customer using the EBPP Service;</p> <p>"e-donation receipt summary" means an electronic donation receipt summary issued by a Relevant Participating MerchantEntity in respect of a donation (that is eligible to be covered by the EBPP Service) in a prescribed format for presentment to the Customer using the EBPP Service;</p> <p>"Relevant Participating MerchantEntity" means each Participating MerchantEntity which provides goods or services (or both) to the Customer or which receives e-donation from the Customer from time to time;</p> <p>"Services" means, with respect to each Relevant Participating MerchantEntity, the</p>

		<p>EBPP Service and, if made available by the Bank at its discretion and subscribed by that Relevant Participating Merchant<u>Entity</u>, the Single Sign-on Service;</p> <p>"Single Sign-on Service" means the service provided by HSL and supported by the SSO Platform from time to time to enable customers of a Participating Merchant<u>Entity</u> to access directly e-info posted on the website of that Participating Merchant<u>Entity</u> via the electronic/internet banking platforms of Participating Banks which subscribe for the Single Sign-on Service;</p> <p>"SSO Platform" means the electronic/internet-based platform operated by HSL which links up the electronic banking systems of Participating Banks which subscribe for the Single Sign-on Service, via HSL, with the websites of Participating Merchants<u>Entities</u> which subscribe for the Single Sign-on Service to enable access to e-info under the Single Sign-on Service;</p>
1.1	The definition of "Participating Merchants" is replaced by the definition of "Participating Entity".	<p>"Participating Merchants" means each and all of the merchants and charitable bodies which have<u>Entity" means a merchant, a charitable body, a department of the Government of Hong Kong or any other person which has registered with HSL as a participating entity to subscribe for any or all of the Services and, in each case, includes any person designated by a Participating Entity as being authorised to receive payments on its behalf from time to time, such person being the Treasury of the Government of Hong Kong where the Participating Entity is a department of the Government of Hong Kong, and "Participating Entities" means each and all of the Participating Entities</u> from time to time;</p>
1.3 (b)	Bold clause.	<p>(b) where the "Customer" consists of two or more persons or where it is a partnership or any other unincorporated body:</p> <p>(i) each of those persons comprising the Customer, partners of the partnership or persons comprising the board or governing body of the unincorporated body shall be bound by all the provisions in</p>

		<p>these Terms and Conditions and even though any of them or any other person intended to be bound is not so bound for any reason;</p> <p>(ii) the Bank is entitled to deal separately with each of those persons or partners on any matter, without prejudicing its rights against the others, including (1) varying or discharging any of his liability to any extent; or (2) granting time or other indulgence to or making other arrangement with him; and</p> <p>(iii) any notice in connection with these Terms and Conditions given by the Bank to any of those persons or partners shall be deemed effective notice to all of them whereas any notice given by any of them to the Bank shall be effective for itself only unless otherwise agreed by the Bank.</p>
2.2	Replace "Merchant" by "Entity".	<p>By requesting the Bank to enrol the Customer with any Relevant Participating Merchant<u>Entity</u> with respect to the EBPP Service, the Customer will be regarded as having accepted and will be bound by these Terms and Conditions and the receipt of or access to any and all e-info and the use of any and all of the Services will be subject to these Terms and Conditions. The Customer shall not request the Bank to enrol it with any Relevant Participating Merchant<u>Entity</u> unless the Customer accepts these Terms and Conditions.</p>

3.1 (a)	Replace “Merchant” by “Entity”.	(a) At the request of the Customer (in such manner or by such means as the Bank may specify), the Bank may at its discretion arrange for the enrolment of the Customer with a Relevant Participating MerchantEntity designated by the Customer to enable the Customer to use the EBPP Service provided by HSL with respect to that Relevant Participating MerchantEntity .
3.1 (b)	Replace “Merchant” by “Entity”.	(b) For the purpose of enrolling for the EBPP Service with respect to a Relevant Participating MerchantEntity, the Customer shall provide the Bank all information and data reasonably requested by the Bank or the Relevant Participating MerchantEntity (or both) to enable the Bank to complete and submit a Customer Enrolment Request (through HSL and the Participating Bank of the Relevant Participating MerchantEntity) to the Relevant Participating MerchantEntity. Any request from the Customer to the Bank to submit a Customer Enrolment Request is irrevocable. If the Customer instructs the Bank to make any amendments to its Customer Enrolment Request, the Bank will have to cancel the original Customer Enrolment Request and submit a fresh Customer Enrolment Request to the Relevant Participating MerchantEntity. In that case the time taken to process the Customer Enrolment Request may be longer.
3.1 (d)	Replace “Merchant” by “Entity”.	(d) A Relevant Participating MerchantEntity may determine at its sole discretion whether to approve or reject a Customer Enrolment Request submitted to it by the Bank on behalf of the Customer. The Bank has no authority to approve a Customer Enrolment Request on behalf of a Relevant Participating MerchantEntity . The Customer may use the EBPP Service with respect

		to a Relevant Participating MerchantEntity if and only if the Relevant Participating MerchantEntity approves the Customer Enrolment Request.
3.1 (e)	Replace “Merchant” by “Entity”.	(e) A Relevant Participating MerchantEntity may take up to 60 calendar days to respond to a Customer Enrolment Request from the date on which the Customer Enrolment Request is submitted by the Bank to the Relevant Participating MerchantEntity . The Bank shall notify the Customer of the decision of the Relevant Participating MerchantEntity as soon as reasonably practicable after receiving it.
3.1 (f)	Replace “Merchant” by “Entity”.	(f) The Customer acknowledges that its enrolment record with respect to a Relevant Participating MerchantEntity will be deleted permanently from the System if there is no e-bill summary presentment activity for 36 or more consecutive calendar months with respect to that Relevant Participating MerchantEntity. In that case, the Customer will have to enrol again with that Relevant Participating MerchantEntity in order to receive or access e-bill summaries or related information from that Relevant Participating MerchantEntity under the EBPP Service.
3.2	Replace “Merchant” by “Entity”.	(a) If a Relevant Participating MerchantEntity approves a Customer Enrolment Request of the Customer, the Customer may begin using the EBPP Service with respect to that Relevant Participating MerchantEntity from such date to be specified by the Bank. (b) After the Bank receives through the System an e-bill summary presented by a Relevant Participating MerchantEntity to the Customer, the Customer may, via the Bank’s electronic/internet

		<p>banking platform, (i) access that e-bill summary no later than 2 Working Days after receipt by the Bank (or such other period as the Bank may specify from time to time) and (ii) access and retrieve that e-bill summary during a period of not less than 3 calendar months (or such other period as the Bank may specify from time to time) from the date on which that e-bill summary is accessible via the Bank's electronic/internet banking platform.</p> <p>(c) The Bank is entitled to act on any e-bill payment instructions from the Customer and is not obliged to comply with any request or instruction from the Customer for cancellation, reversal or modification of any e-bill payment once the Bank has acted on the relevant payment instruction. If there is any discrepancy between an e-bill summary and the actual bill, the Customer shall resolve the discrepancy with the Relevant Participating Merchant<u>Entity</u> directly.</p>
3.3	Replace "Merchant" by "Entity".	<p>(a) From such date to be specified by the Bank, the Customer who has made a donation (eligible to be covered by the EBPP Service) to a Relevant Participating Merchant<u>Entity</u> may request a Relevant Participating Merchant<u>Entity</u> to present an e-donation receipt summary to it using the EBPP Service.</p> <p>(b) After the Bank receives through the System an e-donation receipt summary presented by a Relevant Participating Merchant<u>Entity</u> to the Customer, the Customer may, via the Bank's electronic/internet banking platform, (i) access that e-donation receipt summary no later than 2 Working Days after receipt by the Bank (or such other period as the Bank may specify from time to time) and (ii) access and retrieve that e-donation receipt summary during a period of not less than 3 calendar months (or such other</p>

		<p>period as the Bank may specify from time to time) from the date on which that e-donation receipt summary is accessible via the Bank's electronic/internet banking platform.</p> <p>(c) If there is any discrepancy between an e-donation receipt summary and the actual donation receipt, the Customer shall resolve the discrepancy with the Relevant Participating Merchant<u>Entity</u> directly.</p>
3.4 (a)	Replace "Merchant" by "Entity".	(a) The Customer is permitted to enrol for the EBPP Service with respect to the same bill issued by a Relevant Participating Merchant <u>Entity</u> for a maximum of 5 times, whether the enrolment is effected through the Bank or any other Participating Bank.
3.5	Replace "Merchant" by "Entity".	Payments of e-bills and e-donations made by the Customer to a Relevant Participating Merchant <u>Entity</u> shall be cleared or settled under the existing interbank clearing and settlement arrangement.
4.1	Replace "Merchant" by "Entity".	<p>4.1 The Customer may use the Single Sign-on Service with respect to a Relevant Participating Merchant<u>Entity</u> if and only if all the following conditions are satisfied:</p> <p>(a) the Bank at its sole discretion subscribes for the Single Sign-on Service from HSL;</p> <p>(b) the Customer has successfully enrolled for use of the EBPP Service with respect to that Relevant Participating Merchant<u>Entity</u>; and</p> <p>(c) that Relevant Participating Merchant<u>Entity</u> subscribes for the Single Sign-on Service from HSL.</p>

4.2	Replace “Merchant” by “Entity”.	4.2 Notwithstanding all the conditions set out in Clause 4.1 are satisfied, a Relevant Participating Merchant <u>Entity</u> has the right not to enable the Single Sign-on Service for the Customer, in which case the Customer will not be able to use the Single Sign-on Service.
5.1	Replace “Merchant” by “Entity”.	5.1 Accuracy of information The Customer shall be solely responsible for ensuring that all information and data, whether relating to the Customer or any other person (including the Bill Owner, director, authorised person, other officer and representative of the Customer), provided by or for it from time to time pursuant to or in connection with any of the Services (including information and data provided for the purpose of enrolling the Customer with a Relevant Participating Merchant<u>Entity</u>) are correct, complete, up-to-date and not misleading.
5.2	Replace “Merchant” by “Entity”.	The Customer shall submit and resolve any of the following enquiries directly with a Relevant Participating Merchant<u>Entity</u>: (a) enquiries relating to that Relevant Participating Merchant<u>Entity</u>'s rejection of a Customer Enrolment Request of the Customer with respect to the EBPP Service; (b) enquiries relating to that Relevant Participating Merchant<u>Entity</u>'s failure to respond to a Customer Enrolment Request of the Customer with respect to the EBPP Service within 60 calendar days from the date on which the Customer Enrolment Request is submitted to it; (c) enquiries relating to any e-info or the underlying transactions presented by that Relevant Participating Merchant<u>Entity</u> to

		<p>the Customer, including any missing or duplicated e-info, incorrect or missing information in any e-info, or if e-info not relating to the Customer is presented to the Customer; and</p> <p>(d) enquiries relating to any e-info or other information accessible by the Customer directly from the website of that Relevant Participating MerchantEntity using the Single Sign-on Service.</p>
5.5	Replace “Merchant” by “Entity”.	The Customer acknowledges and accepts that HSL or a Relevant Participating MerchantEntity (or both) may vary from time to time the details of any of the Services (including the bill types to be covered under any of the Services).
6.3	Replace “Merchant” by “Entity”.	6.3 Without prejudice to the provisions in the PDPO Notice, the Customer authorises (and, where applicable, for and on behalf of each director, authorised person, other officer and representative of the Customer) the Bank and its group companies, HSL, HSL's Affiliates, Relevant Participating MerchantsEntities , and other Participating Banks and their group companies to use the Customer Information for the following purposes:
6.3	Insert new sub-clause (b).	(b) <u>processing the notification and payment of e-bills under the Services and, for those purposes, effecting transfers of the Customer Information to HSL, HSL's Affiliates, Participating Entities and other Participating Banks;</u>
6.3 (b)	Change existing sub-clause (b) to (c).	(c) <u>enrolling the Customer for and providing to the Customer any of the Services;</u>
6.3 (c)	<ol style="list-style-type: none"> Change existing sub-clause (c) to (d). Replace “Merchants” by “Entities”. 	(cd) <u>facilitating e-info presentment by Relevant Participating MerchantsEntities to the Customer, notifying the Customer of e-bills posted by Participating Entities via HSL and</u>

	3. Add “, notifying the Customer of e-bills posted by Participating Entities via HSL and HSL’s Affiliates, and facilitating payment of those e-bills” immediately after “...to the Customer”.	<u>HSL’s Affiliates, and facilitating payment of those e-bills;</u>
6.3 (d)	<ol style="list-style-type: none"> 1. Change existing sub-clause (d) to (e). 2. Add “, deducting authorised payments from the Customer at Participating Banks,” immediately after “...to the Customer”. 3. Add “Participating Banks and the” immediately after “...and notifying the”. 4. Change “payment” to “payments via HSL and HSL’s Affiliates under the Services;”. 5. Replace “Merchants” by “Entities”. 	(de) <u>processing payment of e-bills presented by Relevant Participating MerchantsEntities to the Customer, deducting authorised payments from the Customer at Participating Banks, and notifying the Participating Banks and the Relevant Participating MerchantsEntities of such payment payments via HSL and HSL’s Affiliates under the Services;</u>
6.3 (e)	Replace existing sub-clause (e) to (f).	(ef) <u>meeting the requirements to make disclosure under any Regulatory Requirements; and</u>
6.3 (f)	<ol style="list-style-type: none"> 1. Replacing existing sub-clause (f) to (g). 2. Add “ancillary or” immediately after “purposes”. 3. Replace “(e) above” by “(f) above.” 	(fg) <u>purposes ancillary or relating to those set out in (a) to (ef) above.</u>
6.4 (b)	Add “who are providing administrative, telecommunications, payment and clearing services to the Bank” immediately after “HSL and HSL’s Affiliates”.	(b) <u>HSL and HSL’s Affiliates who are providing administrative, telecommunications, payment and clearing services to the Bank in connection with the provision and operation of any of the Services;</u>

6.4 (c)	<p>1. Replace “Merchants” by “Entities”.</p> <p>2. Add “(via HSL and HSL’s Affiliates)” immediately after “... other Participating Banks”.</p>	<p>(c) Relevant Participating Merchants<u>Entities</u> and other Participating Banks <u>(via HSL and HSL’s Affiliates)</u> in connection with the provision and operation of any of the Services;</p>
6.4 (d)	<p>Add “including in relation to the operation of the encrypted exchange of information to enable Single Sign-on Service and related facilities or other available services” immediately after “...any of the Services”.</p>	<p>(d) any agent, contractor or third party service provider who provides administrative, security encryption or similar services to the Bank or any of the persons specified in (a) to (c) above in connection with the provision and operation of any of the Services <u>including in relation to the operation of the encrypted exchange of information to enable Single Sign-on Service and related facilities or other available services</u>;</p>
6.4 (f)	<p>Replace “Clause 6.3(e)” by “Clause 6.3(f)”.</p>	<p>(f) any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body pursuant to the requirements to make disclosure specified in Clause 6.3(e<u>f</u>).</p>
6.5	<p>Replace “Merchant” by “Entity” and “Merchants” by “Entities”.</p>	<p>Without prejudice to the other provisions in this Clause 6, by seeking to enrol for the use of the EBPP Service, the Customer authorises (and, where applicable, for and on behalf of each director, authorised person, other officer and representative of the Customer) the Bank to provide the Customer Information to the Relevant Participating Merchant<u>Entity</u> (through the Bank’s group companies, HSL, HSL’s Affiliates, and other Participating Banks and their group companies) to enable the Relevant Participating Merchant<u>Entity</u> to determine whether to approve the relevant Customer Enrolment Request. The Customer further acknowledges and agrees (and, where applicable, for and on behalf of each director, authorised person, other officer and representative of the Customer) that the Customer Information may be provided, transferred or disclosed amongst the Bank and its group companies, HSL, HSL’s Affiliates, Relevant Participating Merchants<u>Entities</u>,</p>

		and the other Participating Banks and their group companies for the purposes of arranging and effecting the EBPP Service enrolment process.
6.6	Replace “Merchants” by “Entities”.	If the Customer Information includes information or data of any person other than the Customer (including the Bill Owner, director, authorised person, other officer and representative of the Customer), the Customer confirms and warrants that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure) of such information or data by the Bank and its group companies, HSL, HSL's Affiliates, Relevant Participating Merchants <u>Entities</u> , and the other Participating Banks and their group companies for the purposes as specified in the PDPO Notice and this Clause 6.
8.1 (b)(ii)	1. Bold clause. 2. Replace “Merchant” by “Entity”.	(ii) any error or failure of the website(s) of any Relevant Participating Merchant <u>Entity</u> .
8.1 (c)	Replace “Merchant” by “Entity” and “Merchants” by “Entities”.	With respect to e-info presentment under the EBPP Service, the only duty of the Bank is to make the relevant e-info issued by a Relevant Participating Merchant <u>Entity</u> available to the Customer via the Bank's electronic/internet banking platform. Once such e-info is made available to the Customer, the Bank shall be deemed to have fully discharged its duty to the Customer. Without prejudice to the other provisions in this Clause 8.1, the Bank shall not assume responsibility for and does not warrant or represent that information, data and other materials (including e-info) supplied by HSL, HSL's Affiliates, Participating Merchants <u>Entities</u> , other Participating Banks or any other persons and made available to the Customer via the Bank's electronic/internet banking platform pursuant to these Terms and Conditions are correct, complete, up-to-date and not misleading.

10.2 (a)	Replace “Merchants” by “Entities”.	(a) any of the Services is used or suspected to be used by the Customer or any of the Relevant Participating Merchants <u>Entities</u> for any illegal or illegitimate purpose;
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You may view or download the full updated version of the Customer Terms and Conditions for Electronic Bill Presentment and Payment Service at Corporate Cyberbanking.

Please note that the above amendments shall be binding on you if you continue to use our Electronic Bill Presentment and Payment Service after the Effective Date. If you do not wish to accept the above amendments, please let us know. We may however not be able to continue providing services to you if you do not accept the above amendments.

If you have any queries, please contact our Corporate Cyberbanking Enquiry Hotline on (852) 2211 1321.

The Bank of East Asia, Limited 東亞銀行有限公司
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