

14 August 2015

Notice of Amendments to the “Customer Terms and Conditions for Electronic Bill Presentment and Payment Service / e-Bill Service”

Please be informed that the Bank’s “Customer Terms and Conditions for Electronic Bill Presentment and Payment Service / e-Bill Service” have been amended and will be effective from 30 August 2015* (“Effective Date”).

Amendment Details

Part 1 : DEFINITIONS AND INTERPRETATION

Section	Amendments
1	In Condition 1.1 and full text, the expression of “Participating Merchant” shall be amended to “Participating Entity” in order to include “departments of the Government of the Hong Kong.”.
2	In Condition 1.1, the definition of the following term shall be added: ““EBPP” means the electronic bill presentation and payment system operated by HSL and HSL's Affiliates;”.
3	In Condition 1.1, the term “Participating Entities” shall be amended to include “departments of the Government of the Hong Kong” as follows: ““Participating 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 from time to time;”.

Part 6 : COLLECTION AND USE OF PERSONAL DATA

Section	Amendments
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4	For actual operational needs, personal data and bill information of customers will be transferred to HSL, HSL's Affiliates, Participating Banks and Participating Entities during the processing of the notification and payment of e-bills and as such, Condition 6.3 (d) shall be amended as follows: “processing the notification and payment of e-bills under EBPP and effecting transfers of personal data of Customers using EBPP Services to HSL, HSL's Affiliates, Participating Banks and Participating Entities, in order to do so;”.
5	For actual operational needs, introduce Conditions 6.3(e) and (f) as follows: “notifying Customers of e-bills posted by Participating Entities via HSL and HSL's Affiliates, and facilitating payment by Customers of those e-bills;” and “deducting authorised payments from Customers at Participating Banks and notifying Participating Entities and the Participating Banks of such Participating Entities of such payments via HSL and HSL's Affiliates under EBPP;”. (the existing Condition 6.3(d) shall be renumbered 6.3(g))
6	In view of the newly added Conditions 6.3(e) and (f), Condition 6.3(h) shall be amended as follows: “purposes ancillary or relating to those set out in (a) to (g) above.”.
7	For clarity’s sake, Condition 6.4(b),(c) and(d) shall be amended as follows: “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” and “Relevant Participating Entities and other Participating Banks (via HSL and HSL's Affiliates) in connection with the provision and operation of any of the Services” and “any agent, contractor or third party service provider who provides administrative, security encryption or similar services to the Company or any of the persons specified in (a) to (c) above in connection with the provision and operation of any of the Services 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;”.
8	For clarity’s sake, in Condition 6.5, the following clause shall be added at the beginning: “Customers shall enrol for the use of EBPP Services through the Company and acceptance of the enrolment is subject to the

	verification conducted by Participating Merchants to which the enrolment is related.”.
9	For actual operational needs, in Condition 6.5, the following clause shall be added at the end:” For completing the enrolment process, Customers may also be required to give consent to Participating Entities for returning their personal data to HSL, HSL's Affiliates and the Company.”.

Please note that if you continue to use the “Electronic Bill Presentment and Payment Service / e-Bill Service” on or after the Effective Date, you will be deemed to have agreed to the change(s). The Bank may not be able to continue to serve you if you do not accept the relevant changes. Should you have any enquiry/response, please contact our staff or call our Personal Customer Service Hotline at (852) 3988 2388.

The new version of the “Customer Terms and Conditions for Electronic Bill Presentment and Payment Service / e-Bill Service” will be available on “Bill Payment” after login Internet Banking > “My Bill List” > “Help” > “e-Bill Service and e-Receipt” from the Effective Date. Should there be any discrepancy between the English and Chinese versions of this notice, the Chinese version shall prevail.

*Note: The effective date of “Customer Terms and Conditions for Electronic Bill Presentment and Payment Service / e-Bill Service” has been changed from 23 August 2015 into 30 August 2015.

Bank of China (Hong Kong) Limited