

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

With effect from 27 August 2015 (the "Effective Date"), the Terms and Conditions for Electronic Bill Presentment and Payment Service shall be amended as follows. Amendments made are underlined for your special attention.

1. Definitions and Interpretation

1.3 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Bill Owner" means, in respect of a bill or donation receipt issued by a Relevant Participating Entity, the owner of that bill or donation receipt;

"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 Entity;

"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 Entities and their respective customers;

"e-bill summary" means an electronic bill summary issued by a Relevant Participating Entity 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;

"e-donation receipt summary" means an electronic donation receipt summary issued by a Relevant Participating Entity 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;

"e-info" means an e-bill summary, an e-donation receipt summary or any related information (or all of them);

"group companies" of a person means any person owned by, or which owns or which is under the common ownership with the first-mentioned person;

"HSL" means HKICL Services Limited, including its successors and assigns;

"HSL Affiliates" includes, in relation to HSL, Hong Kong Interbank Clearing Limited and its successors and assigns;

"Participating Banks" means each and all of the banks in Hong Kong to which HSL provides any or all of the Relevant Services from time to time, including the Bank;

"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 Relevant 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;

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which the Bank, the Bank's group companies, HSL, HSL's Affiliates, other Participating Banks, other Participating Banks' group

companies or the Customer are subject or with which the Bank, the Bank's group companies, HSL, HSL's Affiliates, other Participating Banks, other Participating Banks' group companies or the Customer are expected to comply from time to time;

"Relevant Participating Entity" means each Participating Entity which provides goods or services (or both) to the Customer or which receives e-donation from the Customer from time to time;

"Relevant Services" means, with respect to each Relevant Participating Entity, the EBPP Service and, if made available by the Bank at its discretion and subscribed by that Relevant Participating Entity, the Single Sign-on Service;

"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 Entity to access directly e-info posted on the website of that Participating Entity via the electronic/internet banking platforms of Participating Banks which subscribe for the Single Sign-on Service;

"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 Entities which subscribe for the Single Sign-on Service to enable access to e-info under the Single Sign-on Service;

"System" means the respective systems or platforms which provide the Relevant Services, including, if the Single Sign-on Service is made available to and subscribed by the Customer, the SSO Platform; and

"Working Day" means a day (other than a Saturday and general holiday) on which the Bank is open to the public for business in Hong Kong.

6. Collection and Use of Personal Data

6.3 Without prejudice to the provisions in the Bank's Data Policy 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 Entities, and other Participating Banks and their group companies to use the Customer Information for the following purposes:

- (a) establishing and operating any of the Relevant Services;
- (b) processing the notification and payment of e-bills under the Relevant Services and, for those purposes, effecting transfers of the Customer Information to HSL, HSL's Affiliates, Participating Entities and other Participating Banks;
- (c) enrolling the Customer for and providing to the Customer any of the Relevant Services;
- (d) facilitating e-info presentment by Relevant Participating Entities to the Customer, notifying the Customer of e-bills posted by Participating Entities via HSL and HSL's Affiliates, and facilitating payment of those e-bills;
- (e) processing payment of e-bills presented by Relevant Participating Entities to the Customer, deducting authorised payments from the Customer at Participating Banks, and notifying the Participating Banks and the Relevant Participating Entities of such payments via HSL and HSL's Affiliates under the Relevant Services;
- (f) meeting the requirements to make disclosure under any Regulatory Requirements; and
- (g) purposes ancillary or relating to those set out in (a) to (f) above.

6.4 Without prejudice to the provisions in the Bank's Data Policy 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 to disclose or transfer the Customer Information to the following persons, whether located in or outside Hong Kong, which may subsequently use, process, retain, transfer and disclose such Customer Information for the purposes specified in Clause 6.3:

- (a) the Bank's group companies in connection with the provision and operation of any of the Relevant Services;
- (b) 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 Relevant Services;
- (c) Relevant Participating Entities and other Participating Banks (via HSL and HSL's Affiliates) in connection with the provision and operation of any of the Relevant Services;
- (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 Relevant 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;
- (e) any debt collection agency appointed by the Bank in the case of any default of the Customer; and
- (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(f).

Please note that your continuous use of the Electronic Bill Presentment and Payment Service on or after the Effective Date shall constitute your agreement and acceptance of the above revisions and the revisions shall be binding on you. If you do not accept the above revisions, please stop using the service on or after the Effective Date.

If there is any inconsistency or conflict between the English and Chinese versions of this document, the English version shall prevail.

DBS Bank (Hong Kong) Limited
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