

Notice of Changes on the Terms and Conditions for Bill Payment & eBill Service, effective 27 August 2015

The merchants and entities who may participate in the Electronic Bill Presentment and Payment Service have been extended to cover departments of the Government of the Hong Kong Special Administrative Region. We have updated our Terms and Conditions for Bill Payment & eBill Service to reflect this change. We also take this opportunity to clarify the use of personal data in relation to such services.

Please carefully review the updated Terms and Conditions for Bill Payment & eBill Service as set out below to ensure that you understand the changes made and how they may affect you.

The following clauses in the Terms and Conditions for Bill Payment & eBill Service will be amended:

1. By replacing the existing Clauses 5.3 and 5.4 with the following:

“5.3 Without limiting or reducing the effect of the PDPO Notice, you (and, where applicable, for and on behalf of your personal representative, the Bill Owner or Bill Owner Representative) authorise us and HSBC Group, HSL, HSL Affiliates, 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 Services;
- (b) processing the notification and payment of e-bills under EBPP and, for those purposes, effecting transfers of the Customer Information to HSL, HSL Affiliates, Participating Entities and other Participating Banks;
- (c) enrolling you for and providing to you any of the Services;
- (d) providing e-info by Participating Entities to you, notifying you of e-bills posted by Participating Entities via HSL and HSL Affiliates and facilitating payment of those ebills;
- (e) deducting authorised payments from you at Participating Banks and notifying the Participating Banks and Participating Entities of such payments via HSL and HSL Affiliates under EBPP;
- (f) meeting the requirements to make disclosure under any Regulatory Requirements; and
- (g) purposes ancillary or relating to any of the above purposes.

5.4 Without limiting or reducing the effect of the PDPO Notice, you (and, where applicable, for your personal representative, the Bill Owner or Bill Owner Representative) authorize us 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 5.3:

- (a) members of HSBC Group;
- (b) HSL and HSL Affiliates who are providing administrative, telecommunications, payment and clearing services to us in connection with providing and operating EBPP and any of the Services;



- (c) Participating Entities and other Participating Banks (via HSL and HSL Affiliates) in connection with providing and operating EBPP and any of the Services;
- (d) any agent, contractor or third party service provider who provides administrative, security encryption or similar services to us or any of the persons specified in (a) to (c) above in connection with providing and operating EBPP and 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 services provided or available within EBPP;
- (e) any debt collection agency appointed by us in the case of your default; and
- (f) any Authority requiring disclosure under any Regulatory Requirements."

2. The following amendments are to be made to the existing Clause 7.1:

- (a) By adding the following new definition of "EBPP":

"EBPP" means the Electronic Bill Presentation and Payment system operated by HSL and HSL Affiliates.

- (b) By replacing the existing definition of "HSBC Internet Banking" with the following: "HSBC Internet Banking" means the internet site through which we provide online banking services to our personal customers.
- (c) By replacing the existing definition of "Participating Merchant" with the following definition of "Participating Entity", and replacing all existing references to "Participating Merchant" by references to "Participating Entity":

"Participating Entity" means a merchant, charitable body or department of the Government of Hong Kong or any other person or entity which has registered with HSL as a participating entity to participate in EBPP and, in each case, includes any person or entity designated by a Participating Entity as being authorised to receive payments on its behalf from time to time, such person or entity 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.

3. The following new clause is to be added:

"7.4 No person other than you and us will have any right to enforce the provisions of these Terms and Conditions."

Please note that the amendments above shall be binding on you if you do not terminate the Bill Payment & eBill Service before 27 August 2015. If you decline to accept the amendments, you have the right to terminate the Bill Payment & eBill Service. If you wish to terminate the Bill Payment & eBill Service or should you have any queries, please contact us at our branches or call our customer service hotlines stated below:

HSBC Premier customers: (852) 2233 3322

Other customers: (852) 2233 3000

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.