

Notice of Amendment to Terms and Conditions for Electronic Bill Presentment  
and Payment Service

Dear Customers,

With effect from 1<sup>st</sup> January 2016, the Terms and Conditions for Electronic Bill Presentment and Payment Service (“Terms and Conditions”) shall be amended as follows:

1. The words “These Terms and Conditions should be read together with the OCBC Wing Hang Bank Limited Terms & Conditions for All Accounts and Related Services, which are incorporated by reference into these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and the OCBC Wing Hang Bank Limited Terms & Conditions for All Accounts and Related Services, these Terms and Conditions shall prevail.” shall be added before the starting of Clause 1.
2. In Clause 1.1,
  - (i) the words ““Bank Group Company” means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company’s successors and assigns;” shall be added before the definition of “Bill Owner”;
  - (ii) the definition of "Participating Merchants" shall be deleted and replaced by the words ““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;”;
  - (iii) the words “the Bank’s group companies” shall be deleted and replaced by the words “any Bank Group Company”;
3. The words “Participating Merchant” shall be deleted and replaced by the words “Participating

Entity” in the whole passage.

4. In Clause 6.2, the words “the Bill Owner,” shall be added immediately before the words “each director”.
5. In Clause 6.3,
  - (i) the words “the Bill Owner,” shall be added immediately before the words “each director”;
  - (ii) the words “its group companies” shall be deleted and replaced by the words “any Bank Group Company”;
  - (iii) The original Clause 6.3(b)-(f) shall be deleted and replaced by the following new Clauses 6.3(b)-(g):
    - “6.3(b) 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;
    - 6.3(c) enrolling the Customer for and providing to the Customer any of the Services;
    - 6.3 (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;
    - 6.3 (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 Services;
    - 6.3 (f) meeting the requirements to make disclosure under any Regulatory Requirements; and
    - 6.3 (g) purposes ancillary or relating to those set out in (a) to (f) above.”
6. In Clause 6.4, the words “the Bill Owner,” shall be added immediately before the words “each director”.
7. In Clause 6.4(a), the words “the Bank’s group companies” shall be deleted and replaced by the words “any of the Bank Group Companies”.
8. In Clause 6.4(b), the words “who are providing administrative, telecommunications, payment and clearing services to the Bank” shall be added immediately after “HSL and HSL's Affiliates”.
9. In Clause 6.4(c), the words “(via HSL and HSL's Affiliates)” shall be added immediately after the words “other Participating Banks”.

10. In Clause 6.4(d), the words “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” shall be added at the end of this clause.
11. In Clause 6.4(f),
  - (i) the words “, whether in or outside Hong Kong,” shall be added immediately after the words “self-regulatory body”;
  - (ii) the word “Clause 6.3(e)” shall be deleted and replaced by the word “Clause 6.3(f)”.
12. In Clause 6.5,
  - (i) the words “the Bill Owner,” shall be added immediately before the words “each director”;
  - (ii) the words “the Bank’s group companies” shall be deleted and replaced by the words “any Bank Group Company”.
  - (iii) the words “its group companies” shall be deleted and replaced by the words “any Bank Group Company”.
13. In Clause 6.6, the words “its group companies” shall be deleted and replaced by the words “any Bank Group Company”.
14. In Clause 8.1(a),
  - (i) the words “or any third party” shall be added immediately after the words “the Customer”;
  - (ii) the words “the Customer to” shall be added immediately after the words “except to”;
  - (iii) the word “gross” shall be added immediately before the word “negligence”;
15. In Clause 8.1(b),
  - (i) the words “or any third party” shall be added immediately after the words “the Customer”;
  - (ii) the word “expressly” shall be added immediately before the word “specified”;
  - (iii) the words “, howsoever occurred” shall be added immediately after the words “or any error or failure in the Services”.
16. In Clause 8.1(d), the words “or any third party” shall be added immediately after the words “the Customer”.
17. In Clause 10.2,
  - (i) the words “by giving prior written notice of a reasonable period to the Customer provided that the Bank reserves the right to terminate any or all of the Services” appearing immediately after the words “The Bank may terminate any or all of the Services” shall be deleted.

- (ii) the following sentences appearing at the end shall be deleted:
- “if one or more of the following occurs:
- (a) any of the Services is used or suspected to be used by the Customer or any of the Relevant Participating Entities Merchants for any illegal or illegitimate purpose;
- (b) there is any change in any Regulatory Requirements or market practice which prohibits or renders illegal or impracticable the provision or use of any of the Services;
- (c) the Customer breaches any of its obligations under these Terms and Conditions and (where such breach is capable of being remedied) fails to remedy such breach to the satisfaction of the Bank within 30 calendar days (or such longer period as the Bank may agree) after receipt of a written notice requiring remedy;
- (d) the Bank ceases to provide electronic/internet banking service to the Customer; or
- (e) the Services (or any of them) are terminated by HSL for any reason.”

18. The following Clause 11 shall be deleted:

“11. SET-OFF AND LIEN

11.1 Bank's set-off right

(a) In addition and without prejudice to any general or banker's lien, right of set-off or similar right to which the Bank is entitled by law, the Bank has the right and is authorized by the Customer at any time and from time to time, without prior notice to the Customer, to combine or consolidate any of the accounts maintained by the Customer with the Bank (of any nature, wherever situate, whether in the name of the Customer solely or jointly with others and whether subject to notice or not), and set off, debit, withhold, apply and transfer any sum standing to the credit of one or more of the accounts maintained by the Customer with the Bank in or towards satisfaction of the Customer's obligations and liabilities to the Bank, whether such obligations and liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owing by the Customer to the Bank in any capacity.

(b) In the case of a joint account, the Bank may exercise its rights under these Terms and Conditions and apply any credit balance in the joint account in or towards satisfaction of any obligations and liabilities owing to the Bank by any one or more of the joint account-holders.

(c) The Bank shall, as soon as reasonably practicable, give notice to the Customer of any exercise of the Bank's set-off right.

11.2 Bank's lien

The Bank is entitled to do any or all of the following:

(a) retain any and all funds and assets of any nature and wherever situate which may be deposited with or otherwise held by the Bank for the Customer (whether for safe custody or otherwise);

(b) sell or otherwise dispose of any or all of them at such price as the Bank may consider appropriate (whether by public auction, private contract or tender), and engage such agent or broker as the Bank may consider appropriate; and

(c) apply the proceeds of sale or disposal (after deducting all costs and expenses of reasonable amount and reasonably incurred by the Bank for such sale or disposal) to set off any or all sums owing by the Customer to the Bank.”

19. The original Clause 12 and Clause 12.1-12.7 shall be re-numbered as Clause 11 and Clause 11.1-11.7.

In case of any conflict or inconsistency between the English and the Chinese version of this Notice, the English version shall prevail.

If you do not agree to accept all of the amendments herein, we may not be able to continue to provide to you the relevant service(s). If we do not receive your written notification before the above amendments are effective or you continue to use any of the services under the Terms and Conditions after such date, you will be deemed to have accepted all the amendments herein.

OCBC Wing Hang Bank Limited  
November 2015