

CHONG HING BANK LIMITED (“Bank”)

Amendment to “Terms and Conditions for Electronic Bill Presentment and Payment Service”

With effect from 21 September 2015 (“Effective Date”), “Terms and Conditions for Electronic Bill Presentment and Payment Service” will be amended as set out below. To the extent of any inconsistency between the English and Chinese versions of the amended terms and conditions, the English version shall prevail.

1. Amendments of Expression

- The existing Expression shall be amended as follows:
" Participating ~~Merchant~~"Entity"

2. Amendments to Clause 1.1 of Section 1 DEFINITIONS AND INTERPRETATION

- "Participating Entity" definition shall be amended as follows:

"Participating ~~Merchants~~Entity" means ~~each and all of the merchants and a merchant, a charitable bodiesbody, a department of the Government of Hong Kong or any other person~~ which ~~havehas~~ 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;~~

3. Amendments to Clause 6.3 of Section 6 COLLECTION AND USE OF PERSONAL DATA

- The existing Clause 6.3 shall be amended as follows:

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 ~~Merchant~~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 the 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 Services;
- ~~(e)~~(d) facilitating e-info presentment by Relevant Participating ~~Merchants to the Customer~~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)~~(e) processing payment of e-bills presented by Relevant Participating ~~Merchants~~Entities 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;
- ~~(e)~~(f) meeting the requirements to make disclosure under any Regulatory Requirements; and
- ~~(f)~~(g) purposes ancillary or relating to those set out in (a) to (ef) above.

4. Amendments to Clause 6.4 of Section 6 COLLECTION AND USE OF PERSONAL DATA

➤ The existing Clause 6.4 shall be amended as follows:

6.4 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 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 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 Services;
- (c) Relevant Participating ~~Merchants~~Entities and other Participating Banks (via HSL and HSL's Affiliates) in connection with the provision and operation of any of the 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 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(ef).

5. Append the Section 11 after the existing Section 10

- The Section shall be amended as follows:

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.

6. Renumbering of Clauses under Section 11

- The existing Section 11, Clause 11.1, Clause 11.2, Clause 11.3, Clause 11.4, Clause 11.5, Clause 11.6 and Clause 11.7 shall be renumbered as Section 12, Clause 12.1, Clause 12.2, Clause 12.3, Clause 12.4, Clause 12.5, Clause 12.6 and Clause 12.7.