

## Bank of China (Hong Kong) iGTB Services

### TERMS AND CONDITIONS FOR RECEIVABLE COLLECTION SERVICES

#### 1. Scope of Application

- 1.1 These Terms apply to the Receivable Collection Services. The Receivable Collection Services form part of the Cash Management Services.
- 1.2 These Terms shall be construed together with the General Terms and form part of the agreement between the Bank and the Customer relating to the Cash Management Services. In case of any inconsistency between these Terms and the other documents forming that agreement, these Terms shall prevail insofar as the Receivable Collection Services are concerned, unless otherwise specified in these Terms.

#### 2. Definitions and Interpretation

- 2.1 Unless expressly defined in these Terms, terms defined in the General Terms shall have the same meanings when used in these Terms.
- 2.2 In these Terms, unless the context requires otherwise:

**"Autopay-in Collection Service"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(e) and the respective Schedules applicable to the Service Jurisdictions;

**"Cash Collection Service"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(b) and the respective Schedules applicable to the Service Jurisdictions;

**"Cheque"** means a cheque or cashier's order in paper or physical form;

**"Cheque and Document Collection Service"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(c) and the respective Schedules applicable to the Service Jurisdictions;

**"Cheque Deposit Machine"** means a paper cheque deposit machine provided by the Bank and any bank in the Participating Bank Group;

**"Corporate Electronic Channels"** means Corporate Internet Banking, mobile banking and host-to-host interface provided by the Bank to commercial banking customers from time to time;

**"Corporate Internet Banking"** means the corporate internet banking services provided by the Bank to commercial banking customers from time to time;

**"Courier Service"** means any courier service engaged by the Bank or (if agreed by the Bank) by the Customer to deliver cheques and documents from the Customer to the Bank for the purpose of the Cheque and Document Collection Service;

**"Courier"** means, with respect to a Courier Service, the provider of that Courier Service;

**"Customer's Designated Account"** means each account maintained by the Customer with the Bank and designated by or for the Customer or by the Security Company for and on behalf of the Customer, and in each case approved by the Bank for the purpose of the Cash Collection Service;

**"Data File"** means any data file, statement and/or report which is provided by the Bank to the Customer containing data or information relating to payment transactions processed through any Receivable Collection Services;

**"General Terms"** means the Terms and Conditions for Cash Management Services specified by the Bank from time to time;

**"Identifier"** means a sign, mark or code designated by the Customer and approved by the Bank for the purpose of identifying the Customer and its Receiving Accounts in relation to the Cheque Deposit Machine Service, e-Drop Box Bill Payment Service and/or any other Payment Collection Service;

**"Master Accounts"** means any and all of the accounts maintained by the Customer with the Bank and designated by the Customer and approved by the Bank for receiving payments from Payers through the Sub-account Collection Service;

**"Participating Bank Group"** means the Bank Group Members which participate in the Sub-account Collection Service, as communicated to the Customer from time to time;

**"Payer"** means any person who makes payments to the Customer from time to time through any of the Receivable Collection Services;

**"Payment Collection Service"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(a) and the respective Schedules applicable to the Service Jurisdictions;

**"Receivable Collection Services"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3;

**"Receiving Account"** means each account maintained by the Customer with the Bank and designated by the Customer and approved by the Bank for receiving payments through the Receivable Collection Services;

**"Reference Number"** means a reference number prescribed by the Customer to a Payer and approved by the Bank for identifying payments made by the Payer through the Receivable Collection Services;

**"Retail Outlet"** means each retail outlet designated by the Bank at which the Payment Collection Service via Retail Outlets is available;

**"Security Company"** means the security company duly authorised by the Customer for handling the funds and performing the activities for the purpose of the Cash Collection Service;

**"Sign"** means a sign, mark or code designated by the Customer and approved by the Bank for the purpose of identifying the Customer and its Receiving Accounts for receiving payments through the Receivable Collection Services;

**"Sub-account Collection Service"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(d) and the respective Schedules applicable to the Service Jurisdictions;

**"Sub-accounts"** means any and all of the sub-accounts maintained by the Customer with the Bank for the purpose of the Sub-account Collection Service;

**"Transaction Day" and "Transaction Hours"** are defined in the respective Schedules applicable to the Service Jurisdictions; and

**"Vault"** means the vault of the Bank.

- 2.3 Unless the context requires otherwise, the provisions of Clauses 2.2 and 2.3 of the General Terms shall apply as if they were set out in these Terms.

### 3. **Receivable Collection Services**

#### 3.1 General

- (a) The Bank may provide the Receivable Collection Services to the Customer for collecting payments and documents from time to time subject to these Terms. The Bank has the right to set and vary the types and details of the Receivable Collection Services, the eligibility criteria and the application procedures for the Receivable Collection Services.
- (b) The Bank may provide the Receivable Collection Services by itself or with or through any other Bank Group Member. In providing the Receivable Collection Services, the Bank or the applicable Bank Group Member has the following rights:
  - (i) to set and vary the business or daily hours in which each of the Receivable Collection Services is available;
  - (ii) to impose and vary any minimum or maximum payment amount as it considers appropriate, whether on a per-transaction or per-day basis or in any other manner or by reference to any other standard;

- (iii) to set and vary the manner, channels, means, procedures and other details or arrangements for making or collecting payments using the Receivable Collection Services;
- (iv) to effect or arrange for the payment from a Payer into a Receiving Account without enquiring or verifying the identity of the Payer, the Reference Number provided by the Payer, or the purpose of the payment;
- (v) to require a Payer, at the time it makes the payment, to provide such information and in such manner as the Bank may prescribe from time to time, including the amount of the payment, the Reference Number, and the number or other particulars identifying the Receiving Account to which the payment should be credited;
- (vi) to effect a payment from a Payer to the Receiving Account identified by the Payer by any applicable Sign or Identifier or any other particulars acceptable to the Bank. Where a Receiving Account is allowed to be represented by one or more Signs or Identifiers, the Customer expressly authorises the Bank to effect a payment to the Receiving Account identified by the Payer by an applicable Sign or Identifier. The Customer agrees that the Bank owes no duty to the Customer or the Payer to verify whether the Receiving Account identified by the Sign or Identifier is the account agreed or intended by the Customer and the Payer for the payment;
- (vii) to credit a payment into the Receiving Account only after the Bank is satisfied that it has actually received the amount of the payment from the Payer in immediately available funds, and that the Payer has specified a valid Receiving Account for the payment. The Bank's decision on the aforesaid matters shall be conclusive and binding on the Customer;
- (viii) to set the time or day when payments made by the Payer will become available to the Customer, and the time or day when the funds from the payment will start to accrue interest (only applicable where the Receiving Account is an interest-bearing account). The Customer may usually be able to use the funds immediately after they are paid into the Receiving Account whereas the funds paid into a Receiving Account after the normal banking or Transaction Hours of a business day will accrue interest starting from the next business day;
- (ix) to prescribe in its sole discretion the manner in which a Payer may make payment to any Receiving Account and to reject any payment request from a Payer or its representative (including where the Bank is not satisfied that the relevant Receiving Account has been clearly identified by the Payer);
- (x) to vary the manner or the procedure for allowing a Payer to make payment under the Payment Collection Service without prior notice to the Customer;

- (xi) to make any refund to a Payer without prior notice to the Customer;
  - (xii) to reverse any payment and the related entry in the Receiving Account as a result of incorrect credit due to mechanical, system or other error of the Bank or any other person; and
  - (xiii) to specify any related or additional functions and services which may be made available to the Customer, including the image files or data files of the payments and transactions handled and/or refused, the eligibility criteria for using them, and the application procedures, and the availability of image files or data files shall be subject to the provisions of these Terms relating to Data Files (including the Customer's obligation to check for any irregularities).
- (c) The Receivable Collection Services available may vary amongst the Service Jurisdictions. Additional terms and conditions which apply to any particular type of Receivable Collection Services or any particular Service Jurisdiction are set out in the Schedules respectively.
- (d) (i) The Customer shall designate one or more Receiving Accounts with the approval of the Bank in order to use the Receivable Collection Services.
- (ii) Each Receiving Account shall be opened, maintained and operated subject to the provisions of the Account Terms and these Terms. In case of any inconsistency between the Account Terms and these Terms, the Account Terms shall prevail insofar as the maintenance and operation of the Receiving Accounts are concerned.
- (e) (i) All payments to the Customer (whether by cheque, fund transfer or any other manner) that are processed by the Bank through the Receivable Collection Services are subject to clearance and settlement. The Bank has no obligation to make the proceeds of a payment available to the Customer until the Bank is satisfied that the payment has been duly cleared and settled.
- (ii) If a payment is not cleared or settled for any reason, the Bank has the right to reverse the payment in any manner as it considers appropriate, including debiting the Receiving Account or any other account of the Customer with the amount representing the full value of the payment and (if applicable) all interest accrued.
- (iii) The Bank is entitled to treat a payment as uncleared or unsettled if the Bank does not receive value in immediately available funds within such period prescribed by the Bank (or such other period agreed by the Bank and the Customer) from the Bank's receipt of the payment. All charges and expenses incurred by the Bank (including exchange rate differences, if applicable) shall be borne by the Customer.

### 3.2 Regional Receivable Collection Services

This Clause 3.2 applies to the Receivable Collection Services which may be provided in the respective Service Jurisdictions.

(a) Payment Collection Service

- (i) The Bank may provide Payment Collection Service at counters, at Cheque Deposit Machines, via Retail Outlets, via internet banking or in such other manner from time to time.
- (ii) The Bank may set and vary the details and procedures for providing any Payment Collection Service as it considers appropriate, including any and all of the following:
  - (1) the locations (including the counters, offices and branches of the Bank, the Cheque Deposit Machines and the Retail Outlets) where the Payment Collection Service is provided;
  - (2) the means, channels, equipment or device through which a Payer may make payments to the Customer, including the types of bills or payment cards that are accepted by the Payment Collection Service;
  - (3) the types of accounts from which a Payer may transfer funds to the Receiving Account, and any request for transferring funds from an account maintained by the Payer with a financial institution other than a Bank Group Member shall be subject to prior approval which may be given (with or without conditions) or declined by the Bank in its sole discretion;
  - (4) the forms, information and documents to be completed or provided by a Payer for making payment;
  - (5) whether to allow a Receiving Account to be represented by one or more Signs or Identifiers, or by the name of the Receiving Account; and
  - (6) any related or additional function or service which may be provided, including the image files or data files of the Cheques handled or rejected through the Cheque Deposit Machine Service, the eligibility criteria for using them, and the application procedures.
- (iii) The Bank reserves the right not to accept any payment or Cheque deposited through the Payment Collection Service for any reason, including if the account name does not match the account number of the Receiving Account provided by the Payer. For the avoidance of doubt, the Bank has no obligation to verify the account name against the account number of the Receiving Account provided by the Payer.

- (iv) Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer, the Payer or any other person for any failure or delay in processing any payment or Cheque deposited through the Payment Collection Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.
- (v) The following provisions apply to the Payment Collection Service via Retail Outlets:
  - (1) The Customer authorises each Retail Outlet to collect cash payment from the Payers upon presentation of a bill issued by the Customer.
  - (2) Each cash payment to be made by a Payer in respect of a bill shall not exceed an amount set by the Bank from time to time.
  - (3) A Retail Outlet may cancel a cash payment at the Payer's request immediately after the payment transaction is completed, even if the Retail Outlet has issued a receipt for the payment.
  - (4) Upon receiving from the Retail Outlets the proceeds of the cash payments collected by the Retail Outlets for the Customer on each Transaction Day, the Bank has the right to deduct from the proceeds the fees and charges payable by the Customer to the Bank in connection with the Payment Collection Service via Retail Outlets. The Bank will then credit the balance of the proceeds to the Receiving Account. The Customer expressly authorises the Bank to debit the relevant fees and charges from the Receiving Account or any other account maintained by the Customer with the Bank if the amount of proceeds is less than the amount the relevant fees and charges.
  - (5) The Customer shall pay the Bank a minimum monthly fee of such amount as the Bank may specify from time to time in connection with the Payment Collection Service via Retail Outlets. If the total amount of the fees and charges debited by the Bank during the relevant calendar month is less than the minimum monthly fee specified by the Bank, the Bank has the right and the Customer expressly authorises the Bank to debit the shortfall from any Receiving Account or any other account maintained by the Customer with the Bank, on the first business day of the immediately following calendar month or on such other day as the Bank may specify from time to time.
  - (6) The Customer shall at its own cost and expense ensure that all bills and/or payment cards issued by it to the Payers are in the

form pre-agreed with the Retail Outlets and the Bank, including incorporating a barcode containing the information which is capable of being processed by the scanners or other equipment or devices used by the Retail Outlets.

- (7) The Customer shall use its best endeavours to inform a Payer that the Payer should, and to ensure that the Payer will, present a bill or payment card issued by the Customer in the pre-agreed form to the Retail Outlet when making payment. The Retail Outlet has the right to reject the payment if the Payer does not present a bill or payment card in the pre-agreed form.
- (8) The Customer shall advise a Payer to keep the original receipt issued by the Retail Outlet as evidence of payment and that, in case of any dispute on whether a payment has been made or the particulars of the payment, the original receipt issued by the Retail Outlet shall constitute conclusive evidence except for any manifest error and failure to produce the original receipt shall be taken to mean that the payment has not been made.
- (9) The Customer shall at its own cost and expense handle all enquiries, complaints and disputes made by any Payer or client of the Customer regarding the underlying transaction for which payment is made through the Payment Collection Service via Retail Outlets. The Customer shall advise its Payers and clients to contact the Customer directly in such cases.
- (10) Any promotional materials prepared by the Customer which refers to the Payment Collection Service via Retail Outlets or the Retail Outlets must be approved by the Bank and the Retail Outlets before use.
- (11) The Customer shall comply with all applicable requirements relating to personal data protection, including taking the necessary steps to permit the Bank and the Retail Outlets to use and disclose the personal data relating to the Payers and clients of the Customer and other individuals in order to effect the payment transactions through the Payment Collection Service via Retail Outlets.
- (12) The Bank has no liability to the Customer or any Payer or client of the Customer for any of the following:
  - (A) any matter relating to the underlying transaction for which payment is made through the Payment Collection Service via Retail Outlets, including whether or not that transaction is performed and the quality of performance by the Customer;



- (B) any suspension, interruption or withdrawal of (1) the Payment Collection Service via Retail Outlets in full or in part or (2) any Retail Outlet or the services available at any Retail Outlet;
  - (C) any act or omission of any Retail Outlet or its authorised persons, employees or representatives, including any dispute between any Retail Outlet and any Payer or client of the Customer; and
  - (D) the insolvency of any Retail Outlet, or any failure or delay of any Retail Outlet in paying to the Bank the proceeds of payment transactions collected by the Retail Outlet for the Customer for any reason, or the Bank being required to set aside, reverse or return any amount received from the Retail Outlet due to its insolvency (whether actual or pending) or otherwise by operation of law.
- (13) The Customer shall indemnify and hold the Bank harmless from and against all losses, damages, costs, claims or demands of any kind or nature arising from or in connection with the provision of the Payment Collection Service via Retail Outlets by the Bank to the Customer, including those relating to any dispute involving the Customer, any Payer or client of the Customer, or any Retail Outlet.
  - (14) Subject always to payment of the necessary fees or charges, the Customer may terminate the Payment Collection Service via Retail Outlets at any time by giving prior written notice to the Bank of such notice period as the Bank may reasonably prescribe.
  - (15) If any or all of the Retail Outlets are unwilling or cease to collect cash payments from the Payers through the Payment Collection Service via Retail Outlets, the Bank may at any time terminate the Payment Collection Service via Retail Outlets by notice in accordance with the termination provisions in the General Terms.
  - (16) Until the Payment Collection Service via Retail Outlets is terminated according to these Terms, the Customer agrees not to negotiate or enter into any agreement with any other person for providing or arranging for any service that is similar to the Payment Collection Service via Retail Outlets.

(b) Cash Collection Service

- (i) The Bank may provide Cash Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate.

- (ii) Before providing the Cash Collection Service, the Bank and the Security Company will have to enter into an agreement in form and substance satisfactory to the Bank, and the Security Company must have provided the Bank with all the documents and information as reasonably required by the Bank.
- (iii) The Customer authorises the Bank to process and confirm the amount of cash delivered by the Security Company and the Vault will receive the cash. The Bank will deposit the cash in the Customer's Designated Account or in any other account as agreed by the Customer and the Bank. If the Bank subsequently discovers any shortfall and/or counterfeit banknotes received from the Security Company, the Bank may at any time thereafter adjust the amount within the Customer's Designated Account or such other account, and notify the Customer accordingly.
- (iv) The Bank is not liable for any shortfall, discrepancies and/or any other disputes between the Customer and the Security Company with respect to any deposited amount. The Customer is solely responsible for resolving any question or dispute about the deposited amount with the Security Company directly.
- (v) The Bank has the right not to comply with a request or instruction whether given by the Customer or by the Security Company for and on behalf of the Customer having regard to the Regulatory Requirements.
- (vi) The Customer shall comply with any procedures, guidelines and user reference or manual (whether in paper or electronic form) published by the Bank in relation to the Cash Collection Service from time to time.
- (vii) The Customer shall inform the Bank by submitting the service amendment form, at the same time as the Customer informs the Security Company, if there are any updates, amendments or changes of the Customer's information and/or the arrangements for the Cash Collection Service (including the collection points and time schedule, collection account number, contact information, and other information relating to the Customer's company).
- (viii) The Customer authorises the Bank to do the following:
  - (1) require the Security Company to provide the Bank with the Customer's information and/or the arrangements for the Cash Collection Service as reasonably necessary for using the service (including the information set out in paragraph (vii) above);
  - (2) require the Security Company to inform the Bank of any updates, amendments or changes of the information and/or the arrangements in paragraph (viii)(1) above on a timely basis; and

- (3) provide the Security Company with the Customer's information as reasonably necessary for providing the Cash Collection Service to the Customer.
- (ix) The Customer authorises the Bank (but the Bank is not obliged) to accept and act on the instructions given by the authorised persons designated by the Security Company, in accordance with the agreement between the Bank and the Security Company. The Customer expressly agrees that:
  - (1) It is not practicable for the Bank to verify the signature(s) on the instructions of the Security Company. The Customer is fully aware of the risks of irregular or unauthorised instructions being given to the Bank. All instructions given or purportedly given by the Security Company are binding on the Customer and the Security Company. The Bank owes no obligation to the Customer and the Security Company to authenticate any such instructions or to verify the identity or signature of any person giving such instructions. The Bank is entitled to rely and act on the instructions which the Bank in good faith believes to be genuine, and the Bank is not liable for any losses, damages, costs or expenses which the Customer may incur or suffer as a result.
  - (2) Upon receipt of the instructions from the Security Company or its authorised persons, the Bank may at any time in its sole discretion (a) require the Customer and/or the Security Company to confirm in writing before executing such instructions and/or (b) refuse to execute the instructions without giving any reason or notice to the Customer or Security Company, in each case without being liable for any losses, damages, costs or expenses which the Customer may incur or suffer as a result.
  - (3) The Bank is not liable for any losses, damages, costs or expenses which the Customer may incur or suffer in connection with the Bank executing any instructions pursuant to this paragraph (ix). Such instructions and any resulting transactions effected by the Bank shall be binding on the Customer and the Security Company, whether such instructions are made with or without the authority, knowledge or consent of the Customer or the Security Company, and whether or not the Bank receives the written confirmation of the instructions from the Customer or the Security Company.
- (x) The Bank has no liability to the Customer for any of the following:
  - (1) any act or omission of the Security Company or its authorised persons, employees or representatives, including any dispute between the Customer and the Security Company; and
  - (2) the insolvency of the Security Company, or any failure or delay of the Security Company to perform its obligations to the

Customer for any reason, or the Bank being required to set aside, reverse or return any amount received from the Security Company due to its insolvency (whether actual or pending) or otherwise by operation of law.

- (xi) Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer or the Security Company for any failure or delay in performing the Cash Collection Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.
- (xii) The Customer shall indemnify and hold the Bank harmless from and against all losses, damages, costs, claims or demands of any kind or nature arising from or in connection with the provision of the Cash Collection Service by the Bank to the Customer, including those relating to any dispute involving the Customer and the Security Company.

(c) Cheque and Document Collection Service

- (i) The Bank may provide Cheque and Document Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate, including any and all of the following:
  - (1) the types of cheques and documents which the Bank may accept for providing the Cheque and Document Collection Service, which may include bills, drafts, orders and other payment instrument; and
  - (2) the Couriers which are acceptable to the Bank to be engaged by the Customer itself.
- (ii) The Cheque and Document Collection Service enables the Customer to deliver cheques and other documents acceptable to the Bank for processing. The Bank may engage one or more Courier Services on behalf of the Customer for the purpose of collecting the cheques and documents from the Customer's premises and delivering them to the offices, branches, collection or processing centres, or other locations designated by the Bank from time to time. The Customer authorises the Bank, at its sole discretion, to engage the Courier Services and enter into agreement with each Courier on behalf of the Customer on such terms as the Bank may consider appropriate.
- (iii) Subject to the Bank's approval (including approving the Courier), the Customer may engage the Courier Service itself.
- (iv) Where the Customer engages the Courier Service:

- (1) the Customer shall give the Bank written notice of such notice period as the Bank may reasonably prescribe prior to the proposed commencement date of the Cheque and Document Collection Service, setting out (I) the name and contact details of the Courier; and (II) the time and frequency of delivery of cheques and documents; and
  - (2) the Customer shall inform the Bank of any changes relating to the Courier or the Courier Service promptly in order to enable the Bank to make any corresponding adjustments or changes in relation to the Cheque and Document Collection Service.
- (v) Whether the Courier Service is engaged by the Customer or by the Bank on behalf of the Customer, the Customer shall:
  - (1) abide by the daily collection times prescribed by the Bank from time to time for collecting the cheques and documents by the Courier, and ensure that the cheques and documents are ready for collection at the relevant times; and
  - (2) inform the Bank in writing the address of each of the locations from which the cheques and documents are to be collected, and give the Bank written notice of such notice period as the Bank may reasonably prescribe prior to any change to such locations. The Customer shall ensure that the addresses provided to the Bank are clear and correct. Neither the Bank nor any Courier shall be responsible for any failure or delay in collecting the cheques and documents as a result of any error, inaccuracy or ambiguity in the addresses provided by the Customer to the Bank.
- (vi) In using the Cheque and Document Collection Service, the Customer undertakes that:
  - (1) each consignment or contents of any package collected by a Courier shall not include any item or material in breach of any Regulatory Requirement;
  - (2) each consignment or contents of any package collected by a Courier are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage in any other manner; and
  - (3) the Customer shall declare in good faith the information and particulars relating to the items and materials contained in each consignment or package to be collected by a Courier, and shall use best endeavours to ensure that such information and particulars are true and accurate and are clearly recorded on the consignment note accompanying the consignment or package.

(vii) The Customer confirms and agrees that:

- (1) The cheques and documents delivered through the Courier Service will only be regarded as received by the Bank after the Bank has actually acknowledged receipt.
- (2) The Bank's count of the cheques and documents received through the Courier Service shall be binding on the Customer. The Bank's record constitutes conclusive evidence of the cheques and documents actually received by the Bank except for manifest error. The Bank is under no obligation to further enquire or verify whether all the cheques and documents intended by the Customer to be delivered have been delivered to the Bank.
- (3) The Courier Service may be affected or suspended due to weather conditions or other circumstances beyond the Bank's control. In this case, the Customer will make its own arrangements for delivery of the cheques and documents to the Bank, but the Bank has no obligation to receive the cheques and documents if it is not reasonably practicable to do so in the circumstances.

(viii) The Customer shall ensure that:

- (1) the cheques delivered to the Bank for processing are order cheques;
- (2) it has full and valid legal title to each of the documents delivered to the Bank for processing; and
- (3) the documents delivered to the Bank for processing are accompanied by the Customer's instructions, unless the Customer has separately provided instructions to the Bank before delivery,

and the Bank has the right to return to the Customer, by ordinary post at the Customer's risk, any cheques or documents (including bearer or cash cheques, or post-dated cheques) which do not comply with the Bank's requirements.

- (ix) The Customer accepts full responsibility for the authenticity, validity and correctness of all signatures, endorsements and particulars appearing on each of the cheques or documents delivered to the Bank for processing.
- (x) If the Bank considers that the cheques and documents delivered to it are ready for processing, it will process them in accordance with its normal procedures and will use its reasonable endeavours to process them on a timely basis and efficiently.
- (xi) In the event that the deposit slip accompanying a cheque contains errors or omissions, the Bank reserves the right to amend the deposit slip

without prior notice to or consent from the Customer. The Bank's amended version of the deposit slip will be final and binding on the Customer for all purposes.

- (xii) Nothing in this Clause 3.2(c) shall be regarded as the Bank's agreement to grant any overdraft or other credit facility to the Customer with respect to the cheques and documents delivered to the Bank for processing. The Bank may at its discretion allow the Customer to use the proceeds of a cheque before clearance, in effect granting a temporary overdraft or credit to the Customer. If the cheque is not duly cleared and settled subsequently or is returned unpaid for any reason, the amount of overdraft or credit granted by the Bank shall become due and payable by the Customer. The Bank has the right to debit the amount of overdraft or credit (together with the interest accrued) from any account of the Customer with the Bank (whether held by the Customer singly or jointly with any other person). If there are no or insufficient funds in the Customer's accounts, the Customer shall pay the amount due and owing to the Bank on demand, including interest from the date of demand until the Bank receives payment at such rate as the Bank may specify from time to time or, if the Bank does not specify, at the Bank's prime rate from time to time.
- (xiii) For the avoidance of doubt, the Bank's right in paragraph (xii) above will arise as soon as the cheque is not cleared or settled, and will not be restricted or reduced even if the Bank is not aware of it or even if the Bank does not demand repayment of the overdraft or credit immediately.
- (xiv) The Bank is not responsible for any negligence, wilful misconduct or insolvency of the drawee bank of any cheque or any agent of the Customer.
- (xv) Any right of set-off which the Bank is entitled, at law or by contract, in satisfaction of any amount owing by the Customer to the Bank (whether present or future, actual or contingent) shall include the right to set off against the proceeds of any cheque deposited with the Bank.
- (xvi) The Customer confirms and agrees that:
  - (1) Each Courier is engaged by the Customer or by the Bank on behalf of the Customer to perform the Courier Service for the Customer. In either case, the Bank is not responsible for the Courier's performance of the Courier Service or any act or omission of the Courier or its authorised persons, employees or representatives.
  - (2) If the Customer suffers any loss or damage as a result of the Courier Service, the Customer shall lodge its claim against the Courier setting out the particulars of its loss or damage within such period as the Bank may reasonably prescribe from the date

on which it becomes aware of such loss or damage. If the Customer does not lodge its claim within the prescribed period, its claim shall lapse. The Customer undertakes to give the Courier and its insurers reasonable assistance in any investigation which the Courier or its insurers may make.

(xvii) Where the Courier is engaged by the Bank on behalf of the Customer:

- (1) the Courier's liability to the Customer is limited to paying monetary compensation for any single incident up to the amount specified in the agreement entered into by the Bank (acting as the Customer's agent) and the Courier; and
- (2) the Courier shall not be liable to the Customer for any indirect or consequential loss and damage of any kind which may be incurred or suffered by the Customer or any other person.

(d) Sub-account Collection Service

- (i) The Bank may provide Sub-account Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate, including any and all of the following:
  - (1) the means, channels, equipment or device through which a Payer may make payments to the Customer, including by depositing cash or Cheque, or by transferring funds from the Payer's account;
  - (2) the forms, information and documents to be completed or provided by a Payer for making payment; and
  - (3) any limit on the amount of each payment by a Payer or on the amount of each payment that may be subject to currency conversion arrangement from time to time.
- (ii) In order to receive payments from Payers through the Sub-account Collection Service, the Customer shall open one or more Sub-accounts through Corporate Internet Banking or such other channels as the Bank may specify from time to time. The Customer shall follow the Bank's requirements and procedures (as amended from time to time) in opening and maintaining each Sub-account. The Bank reserves the right to reject any Sub-account opened by the Customer which does not comply the Bank's requirements.
- (iii) Unless otherwise agreed by the Bank, a Sub-account is a virtual account opened solely for recording accounting entries of the payments from Payers through the Sub-account Collection Service. A Sub-account does not hold any funds nor perform any other function. The Customer shall at all times use each Sub-account only for the purposes approved and notified by the Bank from time to time. The Customer shall notify the



Bank promptly if it is in breach of any of its obligations in relation to any Sub-account.

- (iv) The Customer confirms and undertakes to maintain and use each Sub-account as principal and not as agent or nominee for any other person. The Customer shall designate a name to each Sub-account in accordance with the Bank's requirement. The Customer cannot amend the name of any Sub-account unless with the Bank's prior consent.
- (v) The Sub-accounts will be identified by different account numbers specified by the Bank. The Customer may designate a Sub-account to a particular Payer or a particular group of Payers for making payments to the Customer by identifying the Payer or group of Payer in the name of the Sub-account. The legal ownership of each Sub-account remains solely with the Customer at all times notwithstanding that the name of the Sub-account identifies any Payer. The Customer agrees that after designating a Sub-account to a particular Payer or a particular group of Payers, such Sub-account shall not be re-designated to any other Payer.
- (vi) The Customer shall, at its own cost and expense, inform each Payer or group of Payers of (A) the name and number of the Sub-account designated to him/them for making payment to the Customer; and (B) the function of the Sub-account being to help the Customer identify the Payer making a payment and the funds paid will not be credited to the Sub-account and the Payer has no right or interest of any kind in relation to the Sub-account.
- (vii) The Customer may close any Sub-account through Corporate Internet Banking or such other channels as the Bank may specify from time to time. Closure of a Sub-account shall take effect after the Bank has received and processed the Customer's closure notice.
- (viii) The Customer will maintain one or more Master Accounts for the purpose of receiving funds from the Payers who make payments to the Customer using the Sub-accounts.
- (ix) Each Master Account shall be opened, maintained and operated subject to the provisions of the Account Terms and these Terms. In case of any inconsistency between the Account Terms and these Terms, the Account Terms shall prevail insofar as the maintenance and operation of the Master Accounts are concerned.
- (x) In making a payment to the Customer through the Sub-account Collection Service, a Payer shall identify a Sub-account by its name and number for the payment. The funds received by the Bank from such payment will be directly deposited into a Master Account denominated in the same currency as the funds.

- (xi) The Payer may deposit the funds via any one of the channels as the Bank may specify from time to time. The Bank has the right without notice to the Customer to reject any payment not in the same currency as any of the Master Accounts.
- (xii) For any payment made via internet banking:
  - (1) the payment shall only be in the form of fund transfer from the Payer's account with the Bank or any other banks in the Participating Bank Group;
  - (2) unless otherwise specified in this Clause 3.2(d), payment into the relevant Master Account will be made by the Bank upon the funds being collected from the Payer; and
  - (3) the Customer may use the funds after they are deposited into the Master Account.
- (xiii) For any payment made at a counter:
  - (1) the funds so deposited can be in the form of cash or paper cheque or by way of fund transfer from the Payer's account with the Bank;
  - (2) at the time of making payment, the Payer may be required to complete a payment slip in such form as prescribed by the Bank containing information as the Bank may consider appropriate; and
  - (3) the Bank is entitled (but not obliged) to reject a payment if the account name does not match the account number of the Sub-account provided by the Payer. For the avoidance of doubt, the Bank has no obligation to verify the account name against the account number of the Sub-account provided by the Payer.
- (xiv) The Bank has the right to do any and all of the following:
  - (1) determine in its sole discretion the manner in which a Payer may make payments to the Customer using the Sub-account and to reject any payment made by any Payer; and
  - (2) vary the manner or the procedure for allowing any Payer to make payment under the Sub-account Collection Service without prior notice to the Customer.
- (xv) The Customer shall at its own cost and expense handle all enquiries, complaints and/or disputes made by the Payers or clients of the Customer in relation to the Sub-account Collection Service and/or payment made,

and shall inform such persons to contact the Customer directly in such cases.

- (xvi) The Customer shall and shall procure each Payer at all times to comply with Regulatory Requirement applicable to the Customer and the Payer in using the Sub-account Collection Service and transferring funds (by any means) to the Sub-account. The Customer shall notify the Bank promptly if it is in breach of its obligations under this paragraph (xvi) or if it is aware that any Payer is in breach of any Regulatory Requirements applicable to it.
- (xvii) The Bank has no liability to the Customer or any of the Payers or clients of the Customer for any suspension, interruption or withdrawal of the Sub-account Collection Service or any part of it.
- (xviii) The Customer authorises the Bank to admit, compromise or reject any claims made against the Bank by any Payer, client of the Customer or any other person in connection with the Sub-account Collection Service and to debit any Master Account or any other account maintained by the Customer with the Bank for the amount of any claim admitted or compromised by the Bank at its sole discretion.
- (xix) For any payment by the Payer via remittance where none of the Master Accounts is in the same currency as the funds received by the Bank, the Bank may, but is not obliged to, take any step as it considers appropriate which may include:
  - (1) convert the funds into the currency of the applicable Service Jurisdiction at the Bank's spot rate if there is a Master Account denominated in the local currency, and then credit the converted amount to that local currency Master Account; or
  - (2) convert the funds into US dollar (or another reference currency prescribed by the Bank) at the Bank's spot rate if there is a Master Account denominated in US dollar (or that other reference currency), and then credit the converted amount to that Master Account; or
  - (3) reject the payment if there is no Master Account denominated in the local currency (or another reference currency prescribed by the Bank).

The Customer agrees that the Bank has the right, at any time by notice, vary the currency conversion arrangement set out in this paragraph (xix) in any manner as the Bank considers appropriate. The Customer further agrees that the Bank may set and vary from time to time any limit for the amount of each payment that may be subject to the currency conversion arrangement.

- (xx) The Customer may obtain a sub-account transaction report in the form of a data file through Corporate Internet Banking or the Bank's host-to-host interface at such time as the Bank may notify the Customer from time to time. The report shall include the details of entries made to a Sub-account on each calendar day including the amount of each individual payment and the payment details.
  - (xxi) The Customer shall examine each sub-account transaction report and notify the Bank within such period as the Bank may reasonably prescribe from the date on which the report is made available of any irregularities it discovers. If the Bank does not receive any notification from the Customer within the prescribed period, the sub-account transaction report shall be final and conclusive as to the matters stated in it except for any manifest error.
  - (xxii) In case of a wrong credit to any Master Account whether due to mechanical, system or other error of the Bank or any other banks of the Participating Bank Group, or for any other reason, the Bank has the right to reverse the entry without prior notice to the Customer.
- (e) Autopay-in Collection Service
- (i) The Bank may provide Autopay-in Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate.
  - (ii) The Bank may accept and act upon instructions to debit or arrange for debiting of accounts with amounts which the Customer informs the Bank are due to the Customer and to transfer such amounts to the Customer's account(s) through the autopay system.
  - (iii) The Bank may prescribe the form and manner in which instructions relating to the Autopay-in Collection Service may be sent to the Bank, including in the form of machine readable input (including CD-ROM and USB flash drive), in the form of electronic files which have been prepared by the Customer for direct input, or by way of online transmission using the Corporate Electronic Channels.
  - (iv) The Bank may provide the Customer with software package ("Software") by way of CD-ROM or other means containing a software programme (including any revisions, supplements or replacements to the Software) to facilitate the Customer preparing and sending instructions and information to the Bank.
  - (v) The Customer agrees that the Software and all rights relating to it are and remain at all times the sole property of the Bank. The Customer shall:
    - (1) acquire no title nor right in relation to the Software except that the Customer may use the Software as expressly permitted by this Clause 3.2(e);

- (2) keep the Software safe in the Customer's custody and restrict access only to the Customer's officers or employees who need to use it;
  - (3) not allow the Software (or any part of it) to be used without the permission of the Bank for any purpose other than the purposes expressly specified in this Clause 3.2(e);
  - (4) not allow the Software (or any part of it) to be copied, reproduced, amended, modified, reverse compiled or disclosed to any unauthorised person in any manner without the consent of the Bank;
  - (5) use the Software only in accordance with any user manual or guide issued by the Bank in relation to the Software and adopt updates, revisions, supplements and replacements as and when provided by the Bank;
  - (6) return the Software (together with its user manual and connected device) to the Bank unconditionally and immediately on the request of the Bank; and
  - (7) report any damage to or loss, theft or unauthorised access to or use of the Software to the Bank immediately.
- (vi) The Bank may assign passwords to the Customer from time to time to enable the Customer to access the Autopay-in Collection Service. The Customer undertakes to keep the passwords secret. The Customer may re-select the passwords in accordance with the user manual or guide issued by the Bank.
- (vii) An instruction once given to the Bank shall be deemed duly given by the Customer and is conclusively binding on the Customer irrespective of whether such instruction is authorised by the Customer or not. The Customer shall be fully responsible for such instruction.
- (viii) The Customer shall give instructions in the manner and with such advance period as the Bank may reasonably prescribe before the proposed effective date for receiving the autopay-in payments. The Customer is solely responsible for the genuineness, correctness, accuracy and completeness of all instructions. The Customer agrees that the Bank is under no duty to check or verify the instructions and is not liable for acting on the instructions.
- (ix) The Customer understands that the Autopay-in Collection Service is operated on a numerically based system and accounts are identified by numbers. The Customer confirms that a transfer to an account having the same number as given in the instruction shall constitute good and complete compliance by the Bank with the instruction and that the Bank

is under no obligation to ensure that the name of any account holder (as given in an instruction) is identical or similar to the name of the account holder according to the Bank's records.

- (x) The Customer is solely responsible for the security of its own computing and communication equipment, including taking reasonably practicable safeguards in accordance with the prevailing market practice.
- (xi) The Customer accepts that instructions sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, delayed or contain viruses. The Customer accepts that the Bank is not liable for any errors and omissions in, or for any delay or failure in sending or receiving, instructions via online transmission.
- (xii) The Customer warrants and represents to the Bank that any electronic file, data or other input provided by the Customer to the Bank will be virus-free. The Customer accepts that the Bank is not liable for any delay or inability in processing the instructions caused by any virus.
- (xiii) The Bank may (but is not obliged to) act on an instruction on the effective date specified by the Customer. If the effective date does not fall on a business day, the next business day will be treated as the effective date. However, as regard any standing instruction for autopay-in, if the effective date of the standing instruction does not fall on a business day and the next business day falls in the next month, the business day immediately preceding the effective date will be treated as the effective date.
- (xiv) The Bank may (but is not obliged to) accept any cancellation or variation of instructions.
- (xv) The Customer represents and warrants that all necessary arrangements have been made in respect of any autopay-in and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Receiving Account or any other account maintained by the Customer with the Bank for the amount of any claim admitted or compromised as the Bank may decide in its sole discretion.
- (xvi) The Bank will credit the amount of autopay-in received by the Customer to the Receiving Account or any other account designated in the Customer's instruction.
- (xvii) In transmitting instructions online using the Corporate Electronic Channels the Customer will be subject to the terms governing the Corporate Electronic Channels from time to time.
- (xviii) The Bank is not liable for any delay, error, omission, loss or damage arising from (A) the improper use of the Software and/or related device

or any failure of the Customer to comply with these Terms; (B) any delay or failure in receiving autopay-in payments for any reason; (C) any mechanical failure, malfunction or interruption caused by the inadequacy of the computer system of the Bank or other service provider or any other causes beyond the control of the Bank; and/or (D) any data contained in the computer printout provided by the Bank used by the Customer for any purpose.

- (xix) The Customer shall, on demand, indemnify the Bank and keeps the Bank indemnified against any action, proceedings, claims, direct or indirect losses, damages, costs, expenses and/or demands whatsoever which may be brought or taken against the Bank or suffered or incurred by the Bank by reason of the Bank acting on any instructions. The Customer authorises the Bank to admit, compromise or reject any such action or claim as the Bank may deem appropriate and to debit the Receiving Account or any other account maintained by the Customer with the Bank for the amount so admitted or compromised as the Bank may decide in its sole discretion.
- (xx) The Customer accepts that the Autopay-in Collection Service may be terminated or suspended in whole or in part by the Bank at any time without giving notice or reason. The Customer further accepts that if the Autopay-in Collection Service is not used for such period as the Bank may reasonably prescribe, the Bank has the right to terminate the Autopay-in Collection Service without notice and delete all records of the Customer on the file of the Bank.

#### **4. Data File**

- 4.1 The Bank may (but is not obliged to) provide to the Customer on each business day a Data File containing the particulars of the payment transactions processed by the Bank for the Customer on that business day. The Bank may decide in its sole discretion the format and contents of the Data File, and the time and the means (which may include facsimile and email) for providing the Data File. Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer or any other person for any failure or delay in providing any Data File or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay.
- 4.2 The Customer is responsible to examine each Data File and inform the Bank if it does not agree with any transaction shown in the Data File within such period as the Bank may reasonably prescribe after the date of the Data File. If the Bank does not receive any notice from the Customer within the prescribed period, the particulars of the transactions contained in the Data File shall be final and conclusive in relation to the transactions, except for any manifest error.

#### **5. Authorised Signatories**

- 5.1 The Customer confirms that the Authorised Signatories for the Cash Management Services shall have full authority on behalf of the Customer to amend all or any of the

name of the Signs and/or identifiers by written instructions to the Bank that are signed in accordance with the Signing Arrangement.

5.2 Unless otherwise agreed by the Bank, any change in the Authorised Signatories or the Signing Arrangement shall only be effective when all of the following conditions are satisfied:

- (a) the Bank has actually received written instructions and supporting evidence in form and substance satisfactory to the Bank, requesting the Bank to effect such change; and
- (b) the Bank has agreed to give effect to such change.

## **6. Bank Charges**

6.1 The Bank may from time to time impose charges on the Customer for providing the Receivable Collection Services, by giving prior notice to the Customer. Unless otherwise stated, the charges are due and payable on demand.

6.2 The Customer authorises the Bank to debit any charges payable to the Bank to any Receiving Account or any other account maintained by the Customer with the Bank, without prior notice to the Customer.

6.3 Without restricting or reducing the effect of Clause 6.1, the Bank has the right to impose additional charges if the Bank is required to perform any other act or thing in relation to the Receivable Collection Services that are not expressly specified in these Terms. The Bank will give prior notice to the Customer and the additional charges will be an amount that the Bank considers appropriate to cover the costs and expenses to be incurred by the Bank in performing such act or thing.

## **7. Disclaimers**

Without restricting or reducing the effect of any other disclaimer applicable to the Cash Management Services:

- (a) The Bank's providing the Receivable Collection Services to the Customer does not constitute any agreement or undertaking between the Bank and any Payer. The Bank has the right to accept or reject in its sole discretion any payment made by any Payer to any Receiving Account. The Customer shall not inform or give any impression to any Payer or prospective Payer that the Bank is in any way involved in the business or affairs of the Customer, and shall not permit or suffer such statement or impression to be given.
- (b) The Customer is responsible for resolving any dispute relating to the underlying transaction with the Payer. The Customer expressly authorises the Bank to process the payment through the Receivable Collection Services irrespective of any dispute between the Customer and the Payer. The Bank is not liable to the Customer, the Payer or any other person for any losses or damages of any kind that it may incur or suffer in connection with the Bank's processing the payment or providing the Receivable Collection Services to the Customer, unless due to



the wilful misconduct or gross negligence of the Bank or its officers or employees.

## **Schedule 1**

### **Service Jurisdiction Addendum – Hong Kong**

#### **Applicable to all types of Receivable Collection Services**

##### **1. Applicability and scope**

- (a) This Service Jurisdiction Addendum applies to the Receivable Collection Services provided by the following Bank to the Customer from time to time:

Name of Bank: Bank of China (Hong Kong) Limited

Address of registered office or principal place of business: Bank of China Tower,  
1 Garden Road, Hong Kong

- (b) This Service Jurisdiction Addendum sets out the types of Receivable Collection Services available in Hong Kong and the provisions which apply specifically to Hong Kong.

- (c) The Receivable Collection Services available in Hong Kong include the following:

- (i) Payment Collection Service:
  - (1) Cheque Deposit Machine Service;
  - (2) Electronic Service – EBPP & SSO Service
  - (3) Payment Collection Service via Retail Outlets;
  - (4) Jet Payment Service;
  - (5) e-Drop Box Bill Payment Service;
  - (6) Retail Lock Box Service;
  - (7) FPS Merchant Collection Service;
  - (8) e-Cheques Value-Added Service; and
  - (9) Direct Debit Service;
- (ii) Sub-account Collection Service;
- (iii) Cash Collection Service;
- (iv) Cheque and Document Collection Service; and
- (v) Autopay-in Collection Service.

##### **2. Definitions**

For the purposes of this Schedule 1 (including each of the Sub-Schedules under this Schedule 1) and these Terms, unless the context requires otherwise:

**"AIDG"** means the "Administration and Interface Development Guide for Electronic Bill Presentment and Payment – Single Sign-on Platform" to the extent specified by the

Bank from time to time to be applicable to the Customer and notified to the Customer by the Bank;

**"ATM"** means an automatic teller machine in the JETCO network bearing a "Jet Payment" logo;

**"Cheque Deposit Machine"** means a paper cheque deposit machine which may be provided by the Bank and any bank in the Participating Bank Group;

**"CHATS"** means the computer based Clearing House Automated Transfer System provided, owned, operated and managed in Hong Kong by the Clearing House;

**"Cheque-in-Box"** means the paper cheque drop-in box located in any office or branch specified by the Bank from time to time;

**"Clearing House"** or **"HKICL"** means Hong Kong Interbank Clearing Limited and its successors and assigns;

**"Clearing House Drop Box"** means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques;

**"Consolidated Reports"** means any and all reports, statements and/or data files which are provided by the Bank to the Customer containing data and information about payment transactions effected by e-Cheques that are processed on a particular day and such other contents, and in such format as specified by the Bank from time to time;

**"Customisation Materials"** means the information provided by the Customer in the form of electronic files in compliance with the specifications prescribed or required by the Bank for the purpose of the Customisation of e-Cheque;

**"Customisation of e-Cheque"** means the customisation of the layout of e-Cheque, including the display of company logo and change of background image;

**"Consumer"** means a person who (i) is a consumer of the Customer being the owner of bills or donation receipts or a person authorised by such consumer to receive or access e-info on its behalf, and (ii) uses any or all of the Electronic Service - EBPP & SSO Service to receive or access e-info from the Customer;

**"Consumer Bank"** means, with respect to a Consumer, the Participating Bank which provides electronic banking or internet banking service to that Consumer and, for the avoidance of doubt, with respect to any e-info, the Bank may act as the Customer's bank and the Consumer Bank of the relevant Consumer;

**"DDA"** means direct debit authorization;

**"Debit Account"** means each account of the Customer maintained with the Bank and designated by the Customer and approved by the Bank for debiting funds for issuance of e-Cashier's Order;

**"Direct Debit Service"** means the Payment Collection Service provided by the Bank so that Merchant can effect Simplified Direct Debit Authorization or direct debit instruction to collect fund;

**"EBPP Service"** means the Electronic Bill Presentment and Payment service provided by HSL from time to time to (i) facilitate the dissemination and access of e-info by Participating Merchants and their respective Consumers, and (ii) allow the Consumers to make payment or donation to the respective Participating Merchants through the Participating Banks;

**"E-bill Enrolment Request"** means an application of a Consumer to register to use the EBPP Service to receive or access e-info from the Customer;

**"e-bill summary"** means an electronic bill summary issued by the Customer in respect of a bill (that is determined by the Bank in consultation with the Customer to be eligible to be covered by the EBPP Service), in a prescribed format for presentment to a Consumer using the EBPP Service;

**"e-Cheque"** means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be);

**"e-Cheques Deposit Channels"** means the e-Cheques deposit channels acceptable to the Bank for depositing e-Cheques including the Clearing House Drop Box or the deposit channels offered by the Bank from time to time for depositing e-Cheques;

**"eDDA"** means a direct debit authorisation set up by electronic means using HKICL FPS;

**"e-donation receipt summary"** means an electronic donation receipt summary issued by the Customer in respect of a donation (that is determined by the Bank in consultation with the Customer to be eligible to be covered by the EBPP Service), in a prescribed format for presentment to a Consumer using the EBPP Service;

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

**"e-payment receipt summary"** means an electronic payment receipt summary issued by the Customer in respect of a payment (that is determined by the Bank in consultation with the Customer to be eligible to be covered by the EBPP Service), in a prescribed format for presentment to a Consumer using the EBPP Service;

**"FPS" or "HKICL FPS"** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and

(ii) exchanging and processing instructions relating to eDDA service and addressing service;

**"FPS Participant"** means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time;

**"FPS Identifier"** means a unique random number generated by HKICL FPS to be associated with the account of a customer of a FPS Participant;

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

**"HSL"** means HKICL Services Limited and its successors and assigns;

**"Instruction"** means, with respect to an e-Cashier's Order, the instruction given by the Customer to the Bank on the monetary amount, name of the payee and the issue date of the e-Cashier's Order;

**"Insufficient Fund Alert"** means the notifications sent by the Bank to the Customer of the failure of the issuance of the e-Cashier's Orders in accordance with the Instructions due to insufficient funds in the Debit Account;

**"JETCO"** means Joint Electronic Teller Services Limited and its successors and assigns;

**"JETCO Rules"** means the rules, guidelines and requirements prescribed by JETCO, as amended from time to time;

**"Operating Procedures"** means the "Operating Procedures for the Electronic Bill Presentment System, Single Sign-on Service and Bill Account Number Validation Module" to the extent specified by the Bank from time to time to be applicable to the Customer and notified to the Customer by the Bank;

**"Participating Banks"** means any and all of the banks to which HSL provides any or all of the Electronic Service – EBPP & SSO Service from time to time, including the Bank;

**"Participating Merchants"** means any and all of the merchants and charitable bodies which subscribe for any or all of the Electronic Service - EBPP & SSO Service from time to time, including the Customer;

**"Payment Collection Service"** means the payment collection service provided or to be provided by the Bank to the Customer under the Agreement and these Terms and Conditions, including but not limited to the Counter Service, the Cheque Deposit Machine Service, the Electronic Service - Internet Banking, Electronic Service – EBPP

& SSO Service, Payment Collection Service via Retail Outlets, Jet Payment Service, Retail Lockbox Service, e-Drop Box Bill Payment Service, FPS Merchant Collection Service and Direct Debit Service;

**"PDPO"** means the Personal Data (Privacy) Ordinance (Cap 486, Laws of Hong Kong) and any and all applicable codes and guidelines issued by the Privacy Commissioner of Personal Data, as each of them may be issued or amended from time to time;

**"Security Company's Designated Account"** means each account maintained by the Security Company with the Bank and designated by the Security Company and approved by the Bank for the purpose of the Cash Collection Service;

**"Single Sign-on Service"** means the service provided by HSL and supported by the SSO Platform from time to time to enable consumers of a Participating Merchant to access directly e-info posted on the website of that Participating Merchant via the electronic banking or internet banking platforms of the Consumer Banks;

**"SSO Platform"** means the electronic/internet-based platform operated by HSL which links up the electronic banking systems of the respective Consumer Banks, via HSL, with the websites of the Participating Merchants 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 Electronic Service – EBPP & SSO Service, including, if the Single Sign-on Service is made available to and subscribed by the Customer, the SSO Platform;

**"Transaction Day"** means the period starting after 17:00 (Hong Kong time) of a calendar day and up to 17:00 (Hong Kong time) of the immediately following calendar day, or such other period as the Bank may prescribe from time to time; and

**"Transaction Hours"** means, in respect of any business day, any period on such business day as the Bank may prescribe, provided that the Bank may from time to time vary such period for any business day in its sole discretion as it considers appropriate without prior notice to the Customer.

3. Clearance of payment

The Bank is entitled to treat a payment as uncleared or unsettled if the Bank does not receive value in immediately available funds within 14 days (or such other period agreed by the Bank and the Customer) from the Bank's receipt of the payment.

4. Transaction Notifications

- (a) The Bank shall deliver at such time and in such manner as the Bank thinks fit to the Customer or any other person as designated by the Customer the transaction notifications with payment details in the form of HTTPS, SMS or email. The Bank shall have no responsibility whatsoever to conduct any enquiries or verification as to the

authority of the persons designated by the Customer to receive or access the transaction notifications on behalf of the Customer.

- (b) The Bank shall not be held responsible for whatever reasons in respect of any delay in the delivery of any transaction notifications and shall not be liable to the Customer or any third party for any direct or consequential losses or damages that may be caused as a result thereof.

5. Data File

- (a) The Customer is responsible to examine each Data File and inform the Bank if it does not agree with any transaction shown in the Data File within three business days after the date of the Data File. If the Bank does not receive any notice from the Customer within the three-day period, the particulars of the transactions contained in the Data File shall be final and conclusive in relation to the transactions, except for any manifest error.
- (b) The Bank shall have no responsibility whatsoever to conduct any enquiries or verification as to the authority of the persons designated by the Customer to receive or access the Data File on behalf of the Customer.

### **Sub-Schedule – Cheque Deposit Machine Service**

1. In addition to the provisions of this Sub-Schedule, the Cheque Deposit Machine Service is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(a) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer, the Payer or any other person for any failure or delay in processing any Cheque deposited through the Cheque Deposit Machine Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.



## **Sub-Schedule – EBPP & SSO Service**

### **1. Definitions**

The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.

### **2. EBPP Service**

#### **2.1.1 Customer's obligations regarding registration and details maintenance**

- (a) At the request of the Customer (in writing in such form or manner as the Bank may specify), the Bank may at its discretion arrange for the registration of the Customer with HSL to enable the Customer to use the EBPP Service.
- (b) Without prejudice to the generality of paragraph 2.1.1(a) above, the Customer has to maintain one or more bank accounts with the Bank in order to be eligible for registration to use the EBPP Service.
- (c) HSL has sole discretion whether or not to register the Customer for use of the EBPP Service. The Bank has no authority to accept or approve the Customer's registration request on behalf of HSL.
- (d) The Customer shall provide all information and data reasonably requested by the Bank for the purpose of registering the Customer with HSL for the EBPP Service. The Customer shall ensure that all information and data provided by or for it to the Bank from time to time in connection with the EBPP Service are correct, complete, up-to-date and not misleading.
- (e) The Customer shall notify the Bank in writing of any changes or updates to any information or data provided to the Bank:
  - (i) as regards any information or data specified in paragraph 2.1.10(a) below, within the timeline specified in paragraph 2.1.10(b) below; or
  - (ii) as regards any other information or data, as soon as reasonably practicable after occurrence of the relevant change or update.
- (f) The registration process may take up to three or more months after the Bank has submitted the Customer's request to HSL. The Bank will notify the Customer of HSL's decision as soon as reasonably practicable after receiving it.

#### **2.1.2 Customer's obligations regarding Consumer enrolment**

- (a) (i) The Customer shall:
  - (A) select appropriate e-bill enrolment request template(s) for E-bill Enrolment Requests and notify the Bank of its selection(s) for the purpose of registering the Customer with HSL for the EBPP Service; and

- (B) ensure that such template(s) collect necessary but not excessive information from Consumers, in compliance with the PDPO.
- (ii) Where the Bank receives an E-bill Enrolment Request from a Consumer (through the Consumer Bank and HSL), the Bank will pass the E-bill Enrolment Request to the Customer. Subject to this paragraph 2.1.2, the Customer may determine whether to accept or reject any E-bill Enrolment Request at its discretion.
- (b) With respect to each E-bill Enrolment Request passed to the Customer by the Bank, the Customer shall be solely responsible for:
  - (i) verifying the information provided in the E-bill Enrolment Request against the Customer's records regarding the Consumer;
  - (ii) with respect to a E-bill Enrolment Request submitted by a Consumer who is not the owner of the relevant bill or donation receipt (a "Third Party"), obtaining consent from the relevant bill or donation receipt owner to the receipt or access of its e-info by that Third Party on its behalf;
  - (iii) if (A) there are material discrepancies between the information in the E-bill Enrolment Request and that in the Customer's records; or (B) with respect to a E-bill Enrolment Request submitted by a Third Party, the Customer is unable to obtain consent from the relevant bill or donation receipt owner in accordance with paragraph 2.1.2(b)(ii) above (or both (A) and (B)), rejecting that E-bill Enrolment Request;
  - (iv) notifying the Bank of its acceptance or rejection of the E-bill Enrolment Request within 55 calendar days (or such other period as the Bank may specify from time to time) from the date on which the E-bill Enrolment Request is passed to the Customer by the Bank, in writing in such form or manner as the Bank may specify; and
  - (v) handling, on a timely basis, any enquiries or complaints of the Consumer regarding a E-bill Enrolment Request, whether such enquiries are received by the Customer from the Consumer directly or not.
- (c) By accepting a E-bill Enrolment Request submitted by a Third Party, the Customer confirms that consent of the relevant bill or donation receipt owner has been obtained in accordance with paragraph 2.1.2(b)(ii) above and the Bank shall have no responsibility whatsoever to conduct any enquiries or verification as to the authority of the Third Party to receive or access the e-info on behalf of the relevant bill or donation receipt owner.
- (d) If the Bank does not receive the Customer's notification of its acceptance or rejection of a E-bill Enrolment Request, that E-bill Enrolment Request will expire automatically in accordance with the Operating Procedures.

### 2.1.3 e-bill summary presentment by Customer

- (a) If the Customer accepts the E-bill Enrolment Request of a Consumer, it shall present e-bill summaries and any related information to that Consumer using the EBPP Service from such date to be specified by the Bank.
- (b) The Customer acknowledges that the enrolment record of a Consumer will be deleted permanently from the System if there is no e-bill summary presentment activity for 36 or more consecutive calendar months with respect to that Consumer. In that case, the Consumer will have to enrol again in order to receive or access e-bill summaries or related information from the Customer under the EBPP Service.

### 2.1.4 Customer's obligations regarding e-payment receipt summary presentment

- (a) From such date to be specified by the Bank, the Customer shall, at the request of a Consumer who has made a payment (eligible to be covered by the EBPP Service) to the Customer, present an e-payment receipt summary to the Consumer using the EBPP Service.
- (b) If a Consumer requests for an e-payment receipt summary, the Customer shall present the e-payment receipt summary to the Consumer using the EBPP Service within 180 calendar days (or such other period as the Bank may specify from time to time) after receipt of the relevant payment by the Customer.

### 2.1.5 Customer's obligations regarding e-donation receipt summary presentment

- (a) From such date to be specified by the Bank, the Customer shall, at the request of a Consumer who has made a donation (eligible to be covered by the EBPP Service) to the Customer, present an e-donation receipt summary to the Consumer using the EBPP Service.
- (b) If a Consumer requests for an e-donation receipt summary, the Customer shall present the e-donation receipt summary to the Consumer using the EBPP Service within 180 calendar days (or such other period as the Bank may specify from time to time) after receipt of the relevant donation by the Customer.

### 2.1.6 Customer's request for making refund to Consumer

From such date to be specified by the Bank, the Customer may request the Bank to arrange for refund of a partial of or the full amount of the payment made by a Consumer using the EBPP Service. Such request shall be made within 25 calendar days (or such other period as the Bank may specify from time to time) after receipt of the relevant payment by the Customer.

### 2.1.7 Other obligations of Customer

- (a) Compliance with operating procedures, etc.

The Customer shall comply with the provisions of all the rules, guidelines and

operating procedures (including the Operating Procedures) relating to the EBPP Service issued by HSL from time to time.

(b) Accuracy of information

The Customer shall be solely responsible for ensuring that all information and data provided by or for it from time to time pursuant to or in connection with the EBPP Service (including information and data for the purpose of registering the Customer with HSL or any e-info) are correct, complete, up-to-date and not misleading. The Customer shall indemnify the Bank and HSL and hold each of them harmless from and against all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with any failure of the Customer to perform its obligations under this paragraph.

(c) Handling of Consumer enquiries and complaints

The Customer shall be solely responsible for handling and resolving any requests, enquiries or complaints of a Consumer regarding any e-info or the underlying transactions with that Consumer directly.

(d) Presentment of e-info

The Customer shall be solely responsible to ensure that:

- (i) it will present and make available e-info to all the relevant Consumers from the date specified in paragraph 2.1.3(a), 2.1.4(a) or 2.1.5(a) above;
- (ii) any e-info presented to a Consumer is correct, complete, up-to-date and not misleading at the time of presentment;
- (iii) any e-info presented to a Consumer does not contain or include (A) any promotion or marketing information (whether such information relates to the Customer or not); or (B) any other information unless it is directly related to the relevant bill, payment receipt or donation receipt which is the subject matter of the e-info. The Bank reserves the right to exclude any information provided by the Customer in any e-info;
- (iv) no e-info is presented more than once by the Customer using the EBPP Service unless the relevant Consumer requests for any e-info to be re-issued or unless otherwise agreed by the Bank or HSL; and
- (v) it will not present any e-info to any person other than (A) the Consumer being the owner of the relevant bill or donation receipt; or (B) a Third Party in respect of whom the Customer has obtained consent of the relevant bill or donation receipt owner in accordance with paragraph 2.1.2(b)(ii) above.

(e) Enquiries regarding identity of bill owner

The Customer shall respond to the Bank on any enquiry forwarded by the Bank to the Customer regarding whether a person is the bill owner accepted by the Customer for the purpose of the EBPP Service with respect to the bills specified in the enquiry, within 8 Business Days (or such other period as the Bank may specify from time to time) from the date on which the enquiry is forwarded by the Bank.

- (f) Service termination with Consumer and re-use of bill account number
  - (i) If the Customer terminates its service with a Consumer, the Customer shall (A) inform the Bank to submit a request to HSL for deleting all enrolment records associated with the affected bill account number within 60 calendar days (or such other period as the Bank may specify from time to time) from the date of termination of service; and (B) provide any information for that purpose as requested by the Bank.
  - (ii) The Customer may not re-use the bill account number of a Consumer for another Consumer unless with the prior written consent of the Bank. Where the Bank consents to the re-use of a bill account number, the Bank may impose conditions and requirements regarding the re-use as the Bank considers appropriate.
- (g) Compatibility of Customer's system, etc.
  - (i) The Customer shall be solely responsible for the preparation of its equipment, facilities, devices or systems for the purpose of using the EBPP Service, including installation or upgrading of any necessary software or hardware.
  - (ii) The Customer shall be solely responsible for ensuring that the Customer's participation and use of the EBPP Service will not result in any damage to the System or any interruption of the EBPP Service. The Customer shall indemnify the Bank and HSL and hold each of them harmless from and against all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with any failure of the Customer to perform its obligations under this paragraph.
- (h) Further obligations

The Customer shall comply with any other obligations in connection with its participation and use of the EBPP Service which may be specified by the Bank from time to time.

#### 2.1.8 Clearing and settlement of e-bill and e-donation payments

- (a) Payments of e-bills and e-donations made by Consumers to the Customer

through Participating Banks other than a Bank Group Member shall be cleared or settled under the existing interbank clearing and settlement arrangement.

- (b) Payments of e-bills and e-donations made by Consumers to the Customer through any Bank Group Member shall be settled under the arrangement of the Bank Group Members.

#### 2.1.9 Payment

- (a) The Bank may allow a Receiving Account to be represented by one or more Signs. In this case, the Customer expressly authorises the Bank to effect payment to the Receiving Account identified by a Consumer by an applicable Sign. The Customer agrees that the Bank owes no duty to the Customer or the Consumer to verify whether the Receiving Account identified by the Sign is the account agreed or intended by the Customer and the Consumer for the payment.
- (b) A Participating Bank may from time to time at its sole discretion designate a limit for the amount of each payment that may be made by a Consumer to a Receiving Account through the EBPP Service.

#### 2.1.10 Notification timelines

- (a) HSL requires the Bank, in its capacity of the Customer's bank, to comply with quarterly release effective date which may be specified by HSL from time to time for submission of the following requests:
  - (i) addition or deletion of bill type to be covered under any of the Electronic Service – EBPP & SSO Service;
  - (ii) update on bill type information, including any change in bill type description, presentment reference description or e-bill enrolment template, or request to allow third party bill indicator, e-payment receipt indicator, e-donation receipt indicator, accept credit card indicator, support email receipt indicator, presentment reference required for payment indicator or donor ID required for payment indicator;
  - (iii) update on merchant information, including changes in merchant ID, merchant type code, business reference type, business reference number or bill type code; or
  - (iv) change of merchant bank (i.e. appointment of the Bank to take the place of another Participating Bank as the Customer's bank).
- (b) In order to enable the Bank to comply with the timeline specified by HSL, the Customer shall notify the Bank of any of the changes set out in paragraph 2.1.10(a) above at least 110 calendar days (or such other period as the Bank may specify from time to time) prior to the effective date of the relevant change.

## 2.2 Single Sign-on Service

### 2.2.1 Customer's obligations regarding registration and details maintenance

- (a) The Bank has sole discretion whether to make available the Single Sign-on Service provided by HSL to any merchants. This paragraph 2.2 and any other provisions in this Sub-Schedule relating to the Single Sign-on Service shall only apply if and when the Bank elects to make available the Single Sign-on Service to any merchants.
- (b) The Bank may at its discretion at the request of the Customer (in writing in such form or manner as the Bank may specify), arrange for the registration of the Customer with HSL to enable the Customer to subscribe for the Single Sign-on Service.
- (c) Without prejudice to the generality of paragraph 2.2.1(b) above, the Customer has to be successfully registered with HSL for use of the EBPP Service in order to be eligible to subscribe for the Single Sign-on Service.
- (d) HSL has sole discretion whether or not to approve the Customer's subscription for the Single Sign-on Service. The Bank has no authority to accept or approve the Customer's subscription request on behalf of HSL.
- (e) The Customer shall provide all information and data reasonably requested by the Bank for the purpose of registering the Customer with HSL for the Single Sign-on Service. The Customer shall ensure that all information and data provided by or for it to the Bank from time to time in connection with the Single Sign-on Service are correct, complete, up-to-date and not misleading.
- (f) The Customer shall notify the Bank in writing of any changes or updates to any information or data provided to the Bank as soon as reasonably practicable after occurrence of the relevant change or update.
- (g) The Bank will notify the Customer of HSL's decision as soon as reasonably practicable after receiving it.
- (h) The Customer acknowledges that, notwithstanding any other provisions in this Sub-Schedule, the Single Sign-on Service shall be provided by HSL directly to the Customer.

### 2.2.2 Obligations of Customer

- (a) Compliance with operating procedures, etc.

The Customer shall comply with the provisions of all the rules, guidelines and operating procedures (including the AIDG and the Operating Procedures) relating to the Single Sign-on Service issued by HSL from time to time.

- (b) Accuracy of information

The Customer shall be solely responsible for ensuring that all information and data provided by or for it from time to time pursuant to or in connection with the Single Sign-on Service (including information and data for the purpose of registering the Customer with HSL or any e-info) are correct, complete, up-to-date and not misleading. The Customer shall indemnify the Bank and HSL and hold each of them harmless from and against all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with any failure of the Customer to perform its obligations under this paragraph.

(c) Handling of Consumer enquiries and complaints

The Customer shall be solely responsible for handling and resolving any requests, enquiries or complaints of a Consumer regarding any e-info or the underlying transactions with that Consumer directly.

(d) Compatibility of Customer's system, etc.

(i) The Customer shall be solely responsible for the preparation of its equipment, facilities, devices or systems for the purpose of participating in and subscribing of the Single Sign-on Service, including installation or upgrading of any necessary software or hardware.

(ii) The Customer shall be solely responsible for ensuring that the Customer's participation in and subscription of the Single Sign-on Service will not result in any damage to the System or any interruption of the Single Sign-on Service. The Customer shall indemnify the Bank and HSL and hold each of them harmless from and against all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with any failure of the Customer to perform its obligations under this paragraph.

(e) Handling and response to e-info viewing request

(i) Where a Consumer sends a viewing request of e-info to its Consumer Bank (a "Request Message"), the Request Message will be passed to the Customer by HSL.

(ii) Upon receipt of a Request Message from HSL, the Customer shall decrypt the Request Message, verify the digital signature and validate the request contained in the Request Message. If the request is validated by the Customer, the Customer shall arrange for the display of the relevant e-info on its website for access by the Consumer to which the Request Message relates.

(iii) Without prejudice to paragraph 2.2.2(d) above and prior to the commencement of the Customer's subscription of the Single Sign-on



Service, the Customer shall arrange for the completion of a format test with HSL to ensure that the Customer is able to receive and process and respond to Request Messages passed to the Customer by HSL.

(f) Further obligations

The Customer shall comply with any other obligations in connection with its participation in and subscription of the Single Sign-on Service which may be specified by the Bank from time to time.

## 2.3 Personal data and confidentiality

### 2.3.1 Personal data

- (a) In performing this Sub-Schedule and conducting the activities contemplated by this Sub-Schedule, the Customer shall comply with all legal and regulatory requirements relating to protection of personal data that are applicable to the Customer from time to time, including the PDPO.
- (b) The Customer represents, warrants and undertakes to the Bank that:
  - (i) any personal data provided, transferred or disclosed by the Customer to the Bank or HSL pursuant to this Sub-Schedule has been provided, transferred or disclosed in compliance with the PDPO; and
  - (ii) the Customer has obtained consent (and shall keep record of such consent) from each of the data subjects (including a bill or donation receipt owner or any Third Party) to whom the personal data in (i) above relates to allow the Customer, the Bank and the Bank Group Members, HSL, and other Participating Banks and their respective group companies to use the personal data in connection with any of the Electronic Service – EBPP & SSO Service, including to provide, transfer or disclose the personal data amongst them which data may be held or processed in or outside Hong Kong.
- (c) The Customer acknowledges that, where the bill or donation receipt owner authorizes a Third Party to receive or access e-info on its behalf, the Bank may still have to use personal data of the bill or donation receipt owner (in addition to the personal data of the Third Party) for the purpose of making available the EBPP Service or Single Sign-on Service (or both).

### 2.3.2 Customer data

- (a) The Customer acknowledges and agrees that any information and data (including personal data) relating to it or any of its officers or personnel provided by or for it to the Bank under or pursuant to this Sub-Schedule from time to time may be used by the Bank and the Bank Group Members, HSL, other Participating Banks and their respective group companies and the Consumers in connection with any of the Electronic Service - EBPP & SSO Service, including

to provide, transfer or disclose such information and data amongst them which information and data may be held or processed in or outside Hong Kong.

- (b) The Customer agrees that the Bank may collect, use, process, retain or transfer information and data (including personal data) relating to the Customer or any of its officers or personnel for the purposes of this Sub-Schedule, any of the Electronic Service - EBPP & SSO Service and any other matters as more particularly specified in the Bank's notice relating to the PDPO, copy of which has been provided to the Customer. In particular, the Customer authorises the Bank to disclose or transfer information and data relating to it to any debt collection agency appointed by the Bank in the case of any default of the Customer.

### 2.3.3 Confidential information

- (a) The Customer shall treat as confidential all information, which may include personal data, supplied by or otherwise made accessible or entrusted to it by the Bank or HSL in connection with any of the Electronic Service - EBPP & SSO Service, and which is designated in writing as confidential by the disclosing party or which is by its nature clearly confidential, including all user manuals, documentation, articles or items ("confidential information") provided by the Bank or HSL pursuant to this Sub-Schedule, provided that this paragraph 2.3.3 shall not extend to any information which was rightfully in the possession of the Customer prior to the commencement of the negotiations leading to the Customer's acceptance of these Terms or which is already public knowledge as at the date on which the Customer accepts these Terms and Conditions or becomes public knowledge in a future date (otherwise than as a result of a breach of the provisions of this paragraph).
- (b) The Customer shall not divulge any confidential information to any person except to the extent required by Regulatory Requirement, or except to its own officers or employees and then only to those officers or employees who need to know the same for the purpose of performing the Customer's obligations under this Sub-Schedule. The Customer shall ensure that its officers and employees are aware of and comply with the provisions of this paragraph 2.3.3.
- (c) Save as permitted in paragraph 2.3.3(a) or 2.3.3(b) above, the Customer shall not, and shall procure that its officers and employees not to, use, copy, store or otherwise deal with any confidential information in any way unless with the prior written consent of the Bank.

### 2.3.4 Customer to indemnify Bank

- (a) The Customer shall indemnify and hold the Bank and HSL harmless from and against all losses, damages, costs, claims or demands of any kind or nature arising directly or indirectly out of or in connection with any failure by the Customer to comply with the provisions of the PDPO or this paragraph 2.3.4.
- (b) The obligations in this paragraph 2.3.4 on the Customer shall survive the termination of the Electronic Service - EBPP & SSO Service for any reason.

## 2.4 Disclaimers, liabilities and indemnity

### 2.4.1 Bank not liable

- (a) The Electronic Service - EBPP & SSO Service and System are provided, operated and controlled by HSL.
- (b) The Bank shall not be liable to the Customer for any unavailability, interruption or suspension of the Electronic Service - EBPP & SSO Service and the System (or any of them) for any reason. The Bank may (but shall not be under any obligation to) inform the Customer of the reason for any unavailability, interruption or suspension of the Electronic Service - EBPP & SSO Service and the System (or any of them).
- (c) The Bank shall not be liable to the Customer for any loss or damages suffered by the Customer (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with the Customer's participation, subscription and use of the Electronic Service - EBPP & SSO Service, the quality of the Electronic Service - EBPP & SSO Service or any unavailability, interruption or suspension of, or any error or failure in, the Electronic Service - EBPP & SSO Service and the System (or any of them).
- (d) Without prejudice to the other provisions in this paragraph 2.4.1, the Bank shall not be in breach of this Sub-Schedule or otherwise liable to the Customer for any delay in performance or any non-performance of any of its obligations under this Sub-Schedule (and the time for performance will be extended accordingly) if and to the extent that the delay or non-performance is owing to any event or circumstance which is beyond the control of the Bank, including war, earthquake, fire, storm, flood, terrorist attack or other adverse conditions.

### 2.4.2 Customer to indemnify Bank

- (a) Without prejudice to any other rights or remedies that the Bank may have under this Sub-Schedule, the Customer shall indemnify and hold the Bank harmless from and against all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with the Customer's participation, subscription and use of the Electronic Service - EBPP & SSO Service including:
  - (i) any non-compliance of the Customer with any of its obligations under this Sub-Schedule; and
  - (ii) any amount paid or payable by the Bank to HSL pursuant to any obligations owing by the Bank to HSL in connection with any of the Electronic Service - EBPP & SSO Service (including any obligations on the Bank to indemnify HSL).

- (b) The Bank is entitled and the Customer expressly authorises the Bank to withhold, retain or deduct such amount from any account maintained by the Customer with the Bank as it reasonably determines to be sufficient to cover any amount which may be owing by the Customer to the Bank under or pursuant to any indemnity or other provisions of this Sub-Schedule at any time and from time to time. Any indemnity provisions of this Sub-Schedule shall continue notwithstanding the termination of the Electronic Service - EBPP & SSO Service for any reason.

## 2.5 Termination of the Electronic Service - EBPP & SSO Service

### 2.5.1 Termination

- (a) Subject always to payment of the necessary fees or charges, the Customer may terminate the Electronic Service - EBPP & SSO Service at any time by giving not less than 6 months' prior written notice to the Bank.
- (b) The Bank may terminate the Electronic Service - EBPP & SSO Service at any time by giving not less than 30 calendar days' prior written notice to the Customer provided that the Bank reserves the right to terminate the Electronic Service - EBPP & SSO Service at any time without notice if any one or more of the following occurs:
  - (i) the Customer is unable to pay its debt as they fall due, has become insolvent or has gone into liquidation or if winding-up proceedings have been commenced by or against it or a resolution has been passed by its shareholders for its voluntary winding-up or a receiver, liquidator, or manager has been appointed in respect of all or any part of its assets or property;
  - (ii) any of the Electronic Service - EBPP & SSO Service is used or suspected to be used by the Customer or any of the Consumers for any illegal or illegitimate purpose;
  - (iii) there is any change in any applicable legal or regulatory requirements or market practice which prohibits or renders illegal or impracticable to continue to provide the Electronic Service - EBPP & SSO Service or to continue to subscribe or use the Electronic Service - EBPP & SSO Service;
  - (iv) the Customer breaches any of its obligations in connection with the Electronic Service - EBPP & SSO Service 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 other period as the Bank may specify or agree) after receipt of a written notice requiring remedy;
  - (v) the Customer is subject to any investigation, or any enforcement or disciplinary action is instituted or taken against the Customer by, any governmental agency, regulatory authority or law enforcement agency;

- (vi) the Customer ceases to maintain any bank account with the Bank;
- (vii) HSL withdraws or revokes the registration of the Customer for the EBPP Service and the Single Sign-on Service (or any of them) for any reason;  
or
- (viii) the EBPP Service and the Single Sign-on Service (or any of them) are terminated by HSL for any reason.

#### 2.5.2 Consequences of termination

- (a) Termination of the EBPP Service and the Single Sign-on Service (or any of them) for any reason shall not affect any accrued rights or liabilities of the Customer or the Bank nor shall it affect the coming into force or the continuance in force of any provision of this Sub-Schedule which is expressly or by implication intended to come into or continue in force on or after the termination of the EBPP Service and/or the Single Sign-on Service.
- (b) No refund for any fees paid by the Customer to the Bank shall be made on the termination of the EBPP Service and the Single Sign-on Service (or any of them).
- (c) Upon termination of the EBPP Service and the Single Sign-on Service (or any of them), the Customer shall as soon as reasonably practicable notify the Consumers that the EBPP Service and the Single Sign-on Service (as applicable) will no longer be available.

### **Sub-Schedule - Payment Collection Service via Retail Outlets**

1. In addition to the provisions of this Sub-Schedule, the Payment Collection Service via Retail Outlets is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(a) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. A Retail Outlet may issue a receipt for the cash payment received from a Payer setting out the date, amount of the payment, bill account number and such other particulars agreed by the Bank from time to time.
3. Subject always to payment of the necessary fees or charges, the Customer may terminate the Payment Collection Service via Retail Outlets at any time by giving not less than 70 days' prior written notice to the Bank.

## **Sub-Schedule - Jet Payment Service**

### **1. Definitions**

The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.

### **2. Details and procedures of the Jet Payment Service**

The Bank may set and vary the details and procedures for providing the Jet Payment Service as it considers appropriate, including the following:

- (a) the participating member banks of JETCO that support the Jet Payment Service and the scope and manner of their respective support, including enabling a Payer to make payment to the Customer by debiting the Payer's account with a participating member bank through ATMs, phone banking service or internet banking service; and
- (b) the information to be provided by a Payer for making a payment through the Jet Payment Service.

### **3. The Customer accepts the arrangements**

The Customer expressly accepts the following arrangements in connection with the Jet Payment Service:

- (a) The Customer's obligations
  - (i) The Customer shall use its best endeavours to inform a Payer that he has to provide the correct merchant code of the Customer and Reference Number and, if applicable, bill type when making payment.
  - (ii) The Customer shall at its own cost and expense handle all enquiries, complaints and disputes made by any Payer or client of the Customer regarding the underlying transaction for which payment is made through the Jet Payment Service. The Customer shall advise its Payers and clients to contact the Customer directly in such cases.
  - (iii) If a Payer requests a refund of a payment made by him to the Customer, the Customer shall use its best endeavours to co-operate with JETCO to address the refund request and refund the amount to the Payer as appropriate.
  - (iv) Any promotional materials prepared by the Customer which refers to the Jet Payment Service or JETCO must be approved by the Bank and, if the Bank considers appropriate, by JETCO before use.

- (v) The Customer shall not use the Jet Payment Service for any unlawful activities and shall not permit any other merchant or person to use the Jet Payment Service without the Bank's prior written approval.
  - (vi) The Customer shall comply with JETCO Rules and the Customer shall indemnify the Bank against any losses or damages which the Bank may incur or suffer arising from or in connection with any claim by JETCO and/or its participating member banks that the Customer fails to comply with the JETCO Rules.
  - (vii) The Customer shall comply with all applicable requirements relating to personal data protection, including taking the necessary steps to permit the Bank, JETCO and its participating member banks to use and disclose the personal data relating to the Payers and clients of the Customer and other individuals for the purposes of the Jet Payment Service and the related operations. The Customer expressly authorises the Bank to authorise JETCO and its participating member banks to use and disclose such personal data for the purposes of the Jet Payment Service and the related operations.
- (b) The Customer authorises the Bank
- The Customer authorises the Bank to do the following:
- (i) to debit any Receiving Account or deduct from the funds received by the Bank from JETCO to recover any erroneous payment credited to any Receiving Account under the Jet Payment Service;
  - (ii) to include, and to authorise JETCO and its participating member banks to include, the name and address of the Customer in any promotional materials in relation to the Jet Payment Service; and
  - (iii) to disclose to JETCO and its participating member banks any information about the Customer and the agreement between the Customer and the Bank for the Customer's use of the Jet Payment Service.
- (c) The Bank's rights to debit fees and charges

Upon receiving from JETCO the proceeds of the payments made to the Customer through the Jet Payment Service, the Bank has the right to deduct from the proceeds the fees and charges payable by the Customer to the Bank in connection with the Jet Payment Service. The Bank will credit the balance of the proceeds to the Receiving Account on the first Business Day after the date on which the Bank receives the proceeds or such other day as the Bank may specify from time to time.



4. Disclaimers, liabilities and indemnity

- (a) The Bank has no liability to the Customer or any Payer or client of the Customer for any of the following:
  - (i) neither the Bank nor JETCO makes any representation or warranty (express, implied or otherwise) in respect of quality, continuity of service, connectivity, merchantability, fitness for any purpose, non-infringement or other matters in relation to the Jet Payment Service;
  - (ii) any act or omission of JETCO or any of its participating member banks in relation to the Jet Payment Service;
  - (iii) the insolvency of JETCO or any of its participating member banks, or any failure or delay of any of them in paying the proceeds of payment transactions for any reason, or the Bank being required to set aside, reverse or return any amount received from JETCO due to any insolvency (whether actual or pending) of JETCO or any of its participating member banks, or otherwise by operation of law; and
  - (iv) any matter relating to the underlying transaction for which payment is made through the Jet Payment Service, including whether or not that transaction is performed and the quality of performance by the Customer.
- (b) The Customer shall indemnify and hold the Bank harmless from and against all losses, damages, costs, claims or demands of any kind or nature arising from or in connection with the provision of the Jet Payment Service by the Bank to the Customer, including those relating to any dispute involving the Customer, any Payer or client of the Customer, or JETCO.

## **Sub-Schedule - e-Drop Box Bill Payment Service**

### **1. Definitions**

The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.

### **2. Details and procedures of the e-Drop Box Bill Payment Service**

The Bank may set and vary the details and procedures for providing the e-Drop Box Bill Payment Service as it considers appropriate, including the following:

- (a) the banking hours during which the e-Drop Box Bill Payment Service is provided, and the information to be provided by a Payer for depositing an e-Cheque through the e-Drop Box Bill Payment Service;
- (b) whether to allow a Receiving Account to be represented by one or more Identifiers; and
- (c) the related or additional functions and services which may be available to the Customer, including the image files or Returned Cheque Data Files of the e-Cheques handled through the e-Drop Box Bill Payment Service, the eligibility criteria for using them, and the application procedures.

### **3 The Customer accepts the arrangements**

The Customer expressly accepts the following arrangements in connection with the e-Drop Box Bill Payment Service:

- (a) The Bank's right to reject e-Cheques

The Bank reserves the right not to accept any e-Cheque deposited through the e-Drop Box Bill Payment Service for any reason.

- (b) The Customer's obligations

The Customer shall comply with all applicable requirements relating to personal data protection, including taking the necessary steps to permit the Bank to use and disclose the personal data relating to the Payers and clients of the Customer and other individuals for the purposes of the e-Drop Box Bill Payment Service. The Customer confirms that it has obtained and undertakes to obtain the necessary consent from the Payers, clients and other individuals to enable the Bank to use and disclose their personal data accordingly.

### **4. Disclaimers**

- (a) Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer, the Payer or any other person for any failure or delay in processing any e-Cheque

deposited through the e-Drop Box Bill Payment Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.

- (b) Where a Receiving Account is allowed to be represented by one or more Identifiers, the Customer expressly authorises the Bank to effect a payment to the Receiving Account identified by the Payer by an applicable Identifier. The Customer agrees that the Bank owes no duty to the Customer or the Payer to verify whether the Receiving Account identified by the Identifier is the account agreed or intended by the Customer and the Payer for the payment.

## **Sub-Schedule - Retail Lockbox Service**

### **1. Definitions**

The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.

### **2. Details and procedures of the Retail Lockbox Service**

The Bank may set and vary the details and procedures for providing the Retail Lockbox Service as it considers appropriate, including the following:

- (a) the banking hours during which the Retail Lockbox Service is provided, the mode of delivery of the Cheques and other related documents, and the offices or branches of the Bank to which the Cheques and other documents may be delivered; and
- (b) the related or additional functions and services which may be available to the Customer, including the image files or data files of the Cheques handled through the Retail Lockbox Service, the eligibility criteria for using them, and the application procedures.

### **3. The Customer accepts the arrangements**

The Customer expressly accepts the following arrangements in connection with the Retail Lockbox Service:

#### **(a) The Bank's right to reject Cheques**

The Bank reserves the right not to accept any Cheque delivered through the Retail Lockbox Service for any reason.

#### **(b) Handling of documents**

The Bank will process and/or deliver to the Customer the documents delivered to the Bank through the Retail Lockbox Service in such manner as agreed between the Bank and the Customer from time to time.

#### **(c) The Customer's obligations**

The Customer shall comply with all applicable requirements relating to personal data protection, including taking the necessary steps to permit the Bank to use and disclose the personal data relating to the Payers and clients of the Customer and other individuals for the purposes of the Retail Lockbox Service. The Customer confirms that it has obtained and undertakes to obtain the necessary consent from the Payers, clients and other individuals to enable the Bank to use and disclose their personal data accordingly.

4. Disclaimers

Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer, the Payer or any other person for any failure or delay in processing any Cheque or other document delivered to the Bank through the Retail Lockbox Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.

### **Sub-Schedule – FPS Merchant Collection Service**

1. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. The Bank shall provide the FPS Merchant Collection Service to the Customer via the following functions in accordance with the Customer's instruction:
  - (a) presented QR code function, whereby Payers can effect payment to the Customer using a smartphone or other electronic device of the Payers to scan a QR code provided by the Customer which contains the payment or funds transfer data, without the need enter the data manually ("Presented QR Code function");
  - (b) app-to-app function, whereby the mobile payment application stored at the Payer's mobile device will be invoked by the Customer's mobile merchant application stored at the same mobile device such that Payers can effect payment to the Customer accordingly ("App-to-App function"); and/ or
  - (c) customer initiated merchant payment function, whereby Payers can effect payment to the Customer via FPS by using internet banking or mobile banking platforms of the Payer's bank ("Customer-initiated Merchant Payment function").
3. If FPS Merchant Collection Service is utilized, the provisions in this Sub-Schedule and the Bank's Conditions for Services ("CFS") shall also apply. Where FPS and related facilities and services are used in providing this FPS Merchant Collection Service, please note in particular the Condition titled "Faster Payment System" in the CFS.
4. The Customer is required by HKICL to register for a Merchant Proxy ID through the Bank via the addressing service provided by HKICL as part of HKICL FPS. The "Merchant Proxy ID" means the identifiers which may be accepted by HKICL for registration in the addressing service to identify the Receiving Account designated for payment collection by the Customer, including the mobile phone number or email address of the Customer, or the FPS Identifier.
5. If the Customer opts for using a FPS Identifier as its Merchant Proxy ID, the Bank will, on behalf of the Customer, apply to HKICL for (a) a FPS Identifier that is associated with the Receiving Account designated for payment collection by the Customer; or (b) where the Customer has an existing FPS Identifier, a modified FPS Identifier to the same designated effect.
6. In addition to the requirement set out in paragraphs 4 and 5 above, the Customer shall also comply with other requirements as specified by HKICL for the purpose of utilizing the FPS Merchant Collection Service and notified by the Bank to the Customer from time to time. In particular, in relation to the FPS Merchant Collection Service via App-to-App function (as defined in paragraph 2(b) above), the Customer shall apply for an e-certificate from the certification authority as specified by HKICL.

7. Under the FPS Merchant Collection Service, the Bank may, at the request of the Customer, provide to the Customer either:
- (a) QR code specifications prescribed by HKICL; and/or
  - (b) a QR code generator; and/or
  - (c) QR code generation function, whereby the Bank will generate a relevant QR code in respect of a payment to the Customer by the Payers in accordance with the Payment Information provided by or on behalf of the Customer;
  - (d) App-to-App invocation specification for FPS merchant payment purpose

to facilitate Payers to effect payment to the Customer through the Payer's bank which is also a FPS Participant.

8. With respect to paragraph 7(a) and (d) above, the Customer shall strictly adhere to such specifications. The Bank shall not be liable to the Customer or any third party for any direct or consequential losses or damages caused directly or indirectly by mechanical or system malfunction or failure or by any other cause howsoever including causes which are beyond the Bank's control.
9. In consideration of the Bank agreeing at the request of the Customer to provide the Customer with a QR code generator or the QR code generation function, the Customer acknowledges, accepts, agrees and undertakes as follows:
- (a) The QR code generator and any rights relating thereto is and shall remain at all times the sole property of the Bank and the Customer shall:
    - (i) acquire no title or any rights whatsoever in relation to the QR code generator except that the Customer may use the QR code generator as expressly provided herein;
    - (ii) keep the QR code generator safe in the Customer's custody and restrict access to those of the Customer's officers or employees who need to use it;
    - (iii) not allow the QR code generator (or any part thereof) to be used (1) without the prior written permission of the Bank for any purpose other than the generation of a QR code for utilizing the FPS Merchant Collection Service, or (2) in any place other than Hong Kong;
    - (iv) not allow the QR code generator (or any part thereof) to be copied, reproduced, amended, modified, reverse compiled or disclosed to any unauthorized person in any manner without the prior written consent of the Bank;
    - (v) use the QR code generator only in accordance with any manuals or guides issued by the Bank in relation to the QR code generator and adopt updates, revisions, supplements and replacements as and when provided by the Bank;

- (vi) cease to use the QR code generator and return the QR code generator (together with its user manual and connected device, if any) to the Bank unconditionally and immediately on the request of the Bank; and
  - (vii) report any damage to or loss, theft or unauthorized access to or use of the QR code generator to the Bank immediately.
- (b) The Customer shall ensure the security of its own computing and communication equipment in accordance with good computer practice and that the Bank accepts no responsibility or liability for any of the foregoing. The Customer is responsible for the set-up of its own hardware platform and assume the relevant equipment expenses and communication expenses. The Customer shall properly develop, debug, operate and maintain its own computer system and ensure the security of its own system. The Customer shall clarify to the Bank the specific requirements of each party's transmission protocol, security mechanism, hardware requirements, physical connection and other technical details. The Customer shall adopt the technologies recognized by the Bank to ensure the security, stability and practicability of the cooperation between the parties, and shall not use any equipment or human resources that might adversely affect the information security, and shall ensure the security and confidentiality in the transmission process of payment information data.
- (c) The QR code generator is provided to the Customer on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank does not guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computing, communication and other electronic equipment in the use of the QR code generator. The Bank shall have no responsibility for any loss or damage that the Customer may incur as a result of or in connection with the Customer's use of the QR code generator.
- (d) Without limiting the generality of the foregoing paragraph, the Bank shall have no responsibility whatever for any delay, error, omission, loss or damage howsoever arising from or in connection with (i) the improper use of the QR code generator and/or related device or QR code generation function and/or the QR Code generated by the Bank or any failure of the Customer to comply with any of the terms and conditions set out herein or otherwise, and/or (ii) failure for whatsoever reason to receive payment from Payers through such Payers' use of the QR code generated from the QR code generator by the Customer or the QR code generated by the Bank via the QR code generation function and/or (iii) any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of the computer system of the Bank or other service provider(s) or any other causes beyond the control of the Bank and/or (iv) any data captured in the QR code generated from the QR code generator by the Customer and/or (v) incorrect, inaccurate and incomplete Payment Information provided to the Bank for the purpose of generating the QR code.
- (e) The Customer agrees and undertakes to, on demand, indemnify the Bank and keeps the Bank indemnified against any actions, proceedings, claims, direct or indirect losses, damages, costs, expenses and/or demands whatsoever which



may be brought or taken against the Bank or suffered or incurred by the Bank as a result of or in connection with the provision of the QR code generator by the Bank, the Customer's use of the QR code generator, the provision of the QR code generation function by the Bank or the Customer's use of the QR code generated by the Bank.

- 10a. The Customer shall ensure that all of its information and all the information and data in respect of the relevant Payers and transactions as ("Payment Information") as set out below is correct, accurate and complete:
- (a) the Payment Information as captured in the QR code, whether generated:
    - (i) by the Customer or its vendor based on such specifications prescribed by HKICL or
    - (ii) by the Customer from the QR code generator; and/or
  - (b) the Payment Information given to the Bank through the Customer's website or mobile application for the purpose of generating the QR code by the Bank; and/or
  - (c) the Payment Information as transferred or otherwise provided by the Customer to the Bank from its mobile merchant application under the App-to-App function; and/or
  - (d) the Payment Information given by the Customer to the Payer for the purpose of effecting payment through Customer-initiated Merchant Payment function.
- 10b. If any reference number prescribed by the Customer to a Payer for identifying payments made by the Payer does not adhere to the QR code specification prescribed by HKICL:
- (a) a new set of the transaction reference number ("New Reference Number") will automatically be regenerated by the Bank via the QR code generation function or (as the case may be) from the QR code generator. The Customer understands and acknowledges that the Bank does not give any representation, guarantee or assurance as to the outcome of the regeneration and the Bank shall have no responsibility whatever for any loss, damage, consequence or inconvenience which the Customer may incur or suffer in connection with (i) the regeneration process or the New Reference Number and/or (ii) any failure or delay to receive payment from Payers through such Payers' use of the QR code or to identify the payment collected as a result of the regeneration process or the New Reference Number;
  - (b) the Bank shall identify the payment collected from Payers through the New Reference Number. The Bank may (but not obliged to) match the payments collected with the reference numbers prescribed by the Customer to Payers. The Bank is not liable for any loss, damage, consequence or inconvenience in connection thereto.

11. The Bank accepts no responsibility or liability for, and the Customer shall indemnify the Bank and hold the Bank harmless from and against, all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with any failure of the Customer to perform its obligations under the paragraph 10 above.
12. In order that the Bank can collect payments from a Payer through his/her bank which is also a FPS Participant, such FPS Participant shall provide all necessary transaction details, including but not limited to the reference number, merchant payment type and Merchant Proxy ID to the Bank, and shall ensure that such information and data is correct, accurate and complete. The Bank shall not be responsible for any consequence resulting from the failure of such FPS Participant in performing such obligations.
13. Unless otherwise instructed by the Customer or prescribed by the Bank in its absolute discretion from time to time, payments credited into the relevant Receiving Account will be made by the Bank immediately upon the funds being collected from the Payers.
14. The Customer may utilize the payments immediately after the same have been paid into the Receiving Account under the FPS Merchant Collection Service.
15. The Customer shall at its own cost handle all enquiries, complaints and/ or disputes made by the Payers and/ or clients of the Customer in connection with the FPS Merchant Collection Service and/ or payment made pursuant thereto and inform such persons to contact the Customer directly in such cases and shall promptly indemnify the Bank on demand against all demands, claims, liabilities, losses, costs and expenses whatsoever that the Bank may incur or sustain as a result of any complaint, claim or dispute between the Customer and the Payers or clients of the Customer.
16. The Customer using the FPS Merchant Collection Service may use the full name of FPS, i.e. "Faster Payment System" in English and "快速支付系統" in Chinese; and the marketing name of FPS, i.e. "FPS" in English and "轉數快" in Chinese (both full names and marketing names are collectively known as "FPS names") and/or the FPS logos in its marketing materials. The Customer shall comply with the specifications in relation to the FPS logos as provided by the Bank from time to time. The Customer shall remove the FPS names and logos from all related materials immediately (i) upon the termination of the FPS Merchant Collection Service; or (ii) in the case where the Bank or HKICL is of the view that the FPS names or logos are not used properly by the Customer, upon written notice from the Bank.
17. The Bank shall not be liable to the Customer or any third party for any direct or consequential losses or damages caused directly or indirectly by mechanical or system malfunction or failure or by any other cause howsoever including causes which are beyond the Bank's control.
18. The Bank makes no other representations or warranties of any kind, express or implied, including without limitation: (a) implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; (b) that the FPS Merchant Collection

Service will meet the Customer's requirements and will always be available, accessible, uninterrupted, timely, secure or operate without error; (c) that information, content, materials or products included on the Customer's platform will be as represented by the Customer, available for sale at the time of listing, lawful to sell, or that the Customer will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; (e) any implied obligation, liability, right, claim or remedy under contract; and (f) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of the Bank, in equity, or otherwise. To the fullest extent permissible under Regulatory Requirements, the Bank disclaims any and all such representations and warranties.

19. The Customer shall keep the transaction records for a period of at least thirty-six (36) months from the date of the relevant transaction. The Bank shall have the right to request the production of FPS Transaction records by the Customer by giving the Customer two (2) business days' notice.
20. The Customer shall not disclose, divulge, assign or transfer (with or without consideration) any of the technology, security protocols and security certificates provided by the Bank for the purpose of use of FPS Merchant Collection Service. The Customer shall not use or transfer information collected through its use of FPS Merchant Collection Service for any purpose other than those set out in this Sub-Schedule.

## **Sub-Schedule - e-Cheques Value-Added Service**

### **1. Definitions**

The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.

### **2. Consolidated Reports**

- (a) The Bank shall deliver to the Customer the Consolidated Reports at such time as the Bank may notify the Customer from time to time and in such manner as the Bank considers appropriate (including by facsimile or e-mail).
- (b) The Customer shall examine each Consolidated Report and notify the Bank within three business days after the date of the Consolidated Report any irregularities it discovers. If the Bank does not receive any notification from the Customer within the three-day period, the Consolidated Report shall be final and conclusive as to the matters stated in it except for any manifest error. The Bank is not responsible for any delay in the delivery of the Consolidated Reports for any reason and shall not be liable to the Customer or any other person for any loss or damages resulting from any delay.

### **3. Insufficient Fund Alert and Auto-Reissuance of e-Cashier's Order**

- (a) If there is insufficient credit balance in the Debit Account for issuing the e-Cashier's Order by the daily cut-off time on the issue date in accordance with the Instruction (the "Scheduled e-Cashier's Order"), the Bank will notify the Customer via Short Message Service ("SMS") or email notification. The SMS will be sent to the relevant users and their mobile phone numbers designated by the Customer and kept on the Bank's record for sending SMS alerts and notifications. The email notifications will be sent through Corporate Internet Banking.
- (b) The Customer shall ensure that there are sufficient funds in the Debit Account for the re-issuance of the Scheduled e-Cashier's Order on the issue date specified in the Instruction by a new cut-off time as the Bank may notify the Customer. Provided that there are sufficient funds in the Debit Account by the new cut-off time, the Bank will act on the Instruction and arrange for the Scheduled e-Cashier's Order to be issued accordingly.
- (c) The Bank has the right to refuse to act on an Instruction, and is entitled to debit from the Debit Account or any other account of the Customer any charges payable by the Customer to the Bank, if the Bank determines at its sole discretion that there are insufficient funds in the Debit Account for the payment of the Scheduled e-Cashier's Order at the time of processing. If the credit balance in the Debit Account is sufficient to issue only some but not all of the Scheduled e-Cashier's Orders (including any handling fee) in accordance with the

Instruction, the Bank may at its sole discretion reject the Instruction and issue some of the Scheduled e-Cashier's Orders without any liability to the Customer or any other person.

- (d) Where the auto-reissuance function is provided by an automated system upon availability of funds in the Debit Account, the relevant e-Cashier's Order will be re-issued automatically by the Bank's computer system when there are sufficient funds in the Debit Account, without opportunity for manual oversight or intervention.

#### 4. Customisation of e-Cheque

- (a) The Customer shall provide the Bank with the Customisation Materials by email or such other means as the Bank may from time to time specify. The Customer confirms and undertakes that:
  - (i) the Customisation Materials are sent in such format comply with such other specifications prescribed or required by the Bank may from time to time;
  - (ii) the Customer shall fully comply with all relevant security procedures prescribed by the Bank at all relevant time;
  - (iii) the Customisation Materials shall be clearly presented without ambiguity; and
  - (iv) the use of the Customisation Materials in the layout of the e-Cheque does not and will not infringe any intellectual property rights of any person.

The Bank has the right to refuse to provide Customisation of e-Cheque to the Customer if any of the above conditions are not complied with.

- (b) The Bank shall only proceed to prepare the customised e-Cheque after receiving the Customisation Materials and all relevant documentation required by the Bank.
- (c) No further amendment shall be made to the final layout of the customised e-Cheque confirmed by the Customer. Any subsequent amendment requested by the Customer will be treated as a new customisation request subject to the payment of an additional service fee.

#### 5. Limitation of liability

- (a) Neither the Bank nor any of its agents, officers or employees shall be liable to the Customer if, for any reason or cause beyond the control of the Bank, there is any mistake, delay, failure or interruption of the e-Cheques Value-Added Service as a result of any error, delay, failure or interruption of the relevant communication system or network.

- (b) The Bank does not warrant the accuracy or completeness of any information received by the Bank from HKICL or any other person in connection with the e-Cheques Value-Added Service. The Bank is not responsible for any inaccuracy or incompleteness of such information.
- (c) The Customer is solely responsible for ensuring that the Customisation Materials are accurate, adequate, clear, complete and appropriate. The Bank has no obligation in that regard and is not liable to the Customer for any loss or damage resulting from the use of the Customisation Materials.
- (d) The Customer accepts all risks associated with the e-Cheques Value-Added Service and irrevocably waives all claims which the Customer may have against the Bank, including any claim relating to any delay, interruption or failure in delivering the e-Cheques Value-Added Service.
- (e) In any case, the Bank's liability to the Customer for any claim in connection with the Bank's performance of its obligations under this Sub-Schedule shall be limited to the amount of the service charges received by the Bank for providing the service giving rise to the claim.

### **Sub-Schedule - Sub-account Collection Service**

1. In addition to the provisions of this Sub-Schedule, the Sub-account Collection Service via Retail Outlets is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(d) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. The Payer may make payments to the Customer and deposit funds via CHATS, FPS, remittance, electronic transfer, internet banking, branch counter, Cheque Deposit Machine, Cheque-in-Box, e-Cheques Deposit Channels or any other channels as the Bank may specify from time to time.
3. The Bank may (but is not obliged to) process a payment made by the Payer via CHATS or FPS in a currency other than the currency of a Master Account in accordance with Clause 3.2(d)(xix) of these Terms.
4. For any payment made via a Cheque Deposit Machine, Cheque-in-Box or e-Cheques Deposit Channels:
  - (a) the Bank further reserves the right not to accept any paper cheques or e-Cheques deposited through the Cheque Deposit Machine, Cheque-in-Box or e-Cheques Deposit Channels for any reason; and
  - (b) unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer or any Payer or any other person for any failure or delay for any reason in processing any paper cheques or e-Cheques deposited through the Cheque Deposit Machine, Cheque-in-Box or e-Cheques Deposit Channels or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond the its control.
5. For any payment via CHATS, FPS, remittance or electronic transfer, the Customer agrees that the Bank will not verify whether the beneficiary name matches with the Sub-account name if the remitted amount is less than the limit subject to name checking as the Bank may specify and vary from time to time.
6. The Customer shall examine each sub-account transaction report and notify the Bank within seven business days from the date on which the report is made available of any irregularities it discovers. If the Bank does not receive any notification from the Customer within the seven-day period, the sub-account transaction report shall be final and conclusive as to the matters stated in it except for any manifest error.

### **Sub-Schedule - Cash Collection Service**

1. In addition to the provisions of this Sub-Schedule, the Cash Collection Service is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(b) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. In order to use the Cash Collection Service, the Customer shall ensure that all of the following pre-conditions are satisfied:
  - (a) the Customer has entered into a written agreement with the Security Company whereby the Customer instructs and authorises the Security Company to collect cash from the Customer and deposit the cash into the Customer's Designated Account;
  - (b) the Customer has provided to the Bank the particulars of the Security Company and the Security Company has entered into a written agreement with the Bank in form and substance satisfactory to the Bank and provided to the Bank all the information and documents as the Bank may reasonably require; and
  - (c) the Security Company's Designated Account shall be denominated in the applicable currencies for receiving cash in the respective currencies.
3. The Customer agrees that the cash collected for the Customer shall be processed in either of the following ways, in accordance with these Terms:
  - (a) Hong Kong dollar and Renminbi will be counted at the Vault and deposited in the Security Company's Designated Account, provided that the Security Company's Designated Account is a multi-currency account approved by the Bank. The Customer is solely responsible to procure the Security Company to transfer the funds deposited by the Bank in the Security Company's Designated Account to the Customer's Designated Account via internet banking or any other means as agreed by the Customer and the Security Company.
  - (b) All other currencies will be counted at the Vault and deposited in the Customer's Designated Account according to the arrangement between the Bank and the Customer.
4. The Customer authorises the Bank to process and confirm the amount of cash delivered by the Security Company and the Vault will receive the cash. If the Bank has deposited the funds in the Security Company's Designated Account and subsequently discovers any shortfall and/or counterfeit banknotes received from the Security Company, the Bank may at any time thereafter adjust the amount within the Security Company's Designated Account or such other account, and notify the Security Company accordingly.



### **Sub-Schedule - Cheque and Document Collection Service**

1. In addition to the provisions of this Sub-Schedule, the Cheque and Document Collection Service is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(c) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. Where the Customer engages the Courier Service, the Customer shall give the Bank written notice of at least seven business days prior to the proposed commencement date of the Cheque and Document Collection Service, setting out (i) the name and contact details of the Courier; and (ii) the time and frequency of delivery of cheques and documents.
3. Whether the Courier Service is engaged by the Customer or by the Bank on behalf of the Customer, the Customer shall give at least seven business days' prior written notice to the Bank to inform the Bank of any change to the address of any location from which the cheques and documents are to be collected.
4. If the Customer suffers any loss or damage as a result of the Courier Service, the Customer shall lodge its claim against the Courier setting out the particulars of its loss or damage within two months from the date on which it becomes aware of such loss or damage. If the Customer does not lodge its claim within the two-month period, its claim shall lapse.
5. The Customer acknowledges and agrees that, in the case where the Courier is engaged by the Bank on behalf of the Customer, it shall pay and reimburse the Bank from time to time on demand any courier fee for engaging the Courier. For the avoidance of doubts, the courier fees for engaging the Courier may be revised and amended by the Courier from time to time.

### **Sub-Schedule - Autopay-in Collection Service**

1. In addition to the provisions of this Sub-Schedule, the Autopay-in Collection Service is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(e) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. The Customer shall give instructions in the manner as the Bank may reasonably prescribe at least two business days before the proposed effective date of receiving the autopay-in payments.
3. The Customer accepts that if the Autopay-in Collection Service is not used for at least one year, the Bank has the right to terminate the Autopay-in Collection Service without notice and delete all records of the Customer on the file of the Bank.
4. The Customer agrees:
  - (a) that all autopay proceeds relating to any fees or amounts to be received by the Customer are to be credited to the Customer's designated account with the Bank, and
  - (b) to submit to the Bank an Autopay Services Application Form or such other information or document as may be required by the Bank from time to time.
5. The Bank may provide DDA conversion service to the Customer:
  - (a) If the Customer requests the Bank to cease any existing arrangement regarding receipt of autopay proceeds relating to any fees or amounts for the Customer's designated account with other financial institutions from a designated date, instead of asking the Customer's existing clients to complete new DDA to their bankers for changing the Customer's bank account from other financial institutions to the Bank, the Customer agrees and authorises the Bank to advise the banks of the Customer's clients the said arrangement and to issue letters of indemnity to the banks of the Customer's clients in consideration of the Paying Banks agree to accommodate such arrangement.
  - (b) In consideration of the Bank's agreeing to issue a letter of indemnity in favour of the banks of the Customer's clients and acting in accordance with the Customer's request and accepting the Customer's instructions in respect of the DDA conversion service, the Customer shall indemnify the Bank by giving the Bank a letter of indemnity.
  - (c) The Customer further authorises the Bank to provide to the banks of the Customer's clients a copy of the Customer's letter of indemnity issued in favour of the Bank as mentioned in this Clause 5(b).
6. The Bank may provide simplified DDA service to the Customer. In consideration of the Bank agreeing to accept and act upon the Customer's instructions to arrange for the setup of direct debits from the accounts of the Customer's clients listed in the paper lists and/or in the Bank's pre-defined data format file(s)/diskette(s) purporting to come

from the Customer for direct upload to the Bank's system, and subsequent instructions that the Customer shall provide to the Bank from time to time, the Customer shall indemnify the Bank by giving the Bank a letter of indemnity. The Customer further authorises the Bank to provide to the banks of the Customer's clients a copy of the Customer's letter of indemnity issued in favour of the Bank as mentioned in this Clause 6.

7. Product Specific Terms and Conditions

The Customer agrees to be bound by bank's autopay arrangements. These further terms and conditions are available from the Bank's website:

Terms and Conditions for Autopay Services (Chinese and English):  
[https://www.bochk.com/dam/more/forms/Autopay\\_condition\\_tc.pdf](https://www.bochk.com/dam/more/forms/Autopay_condition_tc.pdf)  
[https://www.bochk.com/dam/more/forms/Autopay\\_condition\\_sc.pdf](https://www.bochk.com/dam/more/forms/Autopay_condition_sc.pdf)  
[https://www.bochk.com/dam/more/forms/Autopay\\_condition\\_en.pdf](https://www.bochk.com/dam/more/forms/Autopay_condition_en.pdf)

### **Sub Schedule – Direct Debit Service**

- 1 If Direct Debit Service is utilized, the provisions in this Sub-Schedule and the Bank's Conditions for Services ("CFS") shall also apply. Where FPS and related facilities and services are used in providing this Direct Debit Service, please note in particular the Condition titled "Faster Payment System" in the CFS.
- 2 The Customer is required by HKICL to register for a Merchant Proxy ID through the Bank via the addressing service provided by HKICL as part of HKICL FPS. The "Merchant Proxy ID" means the identifiers which may be accepted by HKICL for registration in the addressing service to identify the Receiving Account designated for payment collection by the Customer, including the mobile phone number or email address of the Customer, or the FPS Identifier. If the Customer opts for using a FPS Identifier as its Merchant Proxy ID, the Bank will, on behalf of the Customer, apply to HKICL for (a) a FPS Identifier that is associated with the Receiving Account designated for payment collection by the Customer; or (b) where the Customer has an existing FPS Identifier, a modified FPS Identifier to the same designated effect. In any event, if the Customer does not register for any Merchant Proxy ID as required, the Bank will, as a prerequisite for providing the Direct Debit Service, apply to HKICL on behalf of the Customer for a FPS Identifier as its Merchant Proxy ID.
- 3 To utilize the Direct Debit Service, the Customer represents and warrants that all necessary direct debit authorizations have been or will be set up in either of the following manner :
  - (a) the Payer's set up of direct debit authorization with the Payer's bank (via DDA or eDDA); or
  - (b) the Payer authorizing the Customer to arrange through the Bank for the setup of direct debits from the Payer's account (via SDDA, as defined below).
- 4 Terms applicable where the Customer is authorized by the Payer to initial direct debit to the Payer's account (via SDDA)

In consideration of the Bank agreeing to accept and act upon instructions from the Customer to arrange with the Payer's Bank for the setup of direct debits ("Simplified Direct Debit Authorization" or "SDDA") from the accounts of the Payer identified in the pre-defined data format file purporting to come from Customer for direct upload to the Bank's system or instructed by the Customer through other means as agreed by the Bank, and subsequent instructions that the Customer shall provide to the Bank from time to time,

the Customer hereby acknowledges, accepts, agrees and undertakes as follows:

- 4.1 The Customer shall ensure that the Payer, by whatever means, has authorized the Customer to initiate a direct debit from the Payer's account, and that the Customer shall verify the validity of such authorization.
- 4.2 The Customer confirms that it is aware of the possible risks involved in connection with the giving of any instructions in the Bank's pre-defined data format file(s).

- 4.3 The Customer irrevocably authorizes the Bank to debit the Customer's account(s) with the Bank for any sum which has been paid to the Customer as a result of the Bank carrying the Customer's instructions as aforesaid but which should not have been so paid by reason of the fact that the Payer has cancelled the direct debit authorization or that the Payer claims that the payment is not due or the payment/authorization is disputed.
- 4.4 The Customer shall at its own cost handle all enquiries, complaints and/or disputes made by the Payers and/ or clients of the Customer concerning any payment made pursuant thereto and inform such persons to contact the Customer directly in such cases.
- 4.5 The Customer shall indemnify the Bank and to hold the Bank harmless against all actions, claims, proceedings, loss, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank agreeing to accept and act upon the Customer's instructions as aforesaid.
- 4.6 The Customer irrevocably authorizes the Bank to issue letters of indemnities in a form satisfactory to the Bank in favour of the Payer's banks for the purposes of effecting the above instructions. The Customer shall indemnify the Bank in respect of any liabilities incurred under such indemnities.
- 5 The Bank collecting payments from the Payer's bank

In consideration of the Bank agreeing to accept and act upon instructions (the "Direct Debit Instructions" or "DDI" or "Instructions") from the Customer by way of electronic transmission via the Bank's approved service or channels or through other means as agreed by the Bank (collectively, the "Input Media"),

- (a) to debit or arrange the debiting of certain accounts of certain persons, firms or companies with amounts that the Customer advises are due from such persons, firms or companies; and
- (b) to transfer such amount to the credit of the Customer's designated Receiving Account with the Bank,

the Customer hereby acknowledges, accepts, agrees and undertakes as follows:

- 5.1 The Customer acknowledges and understands that the Bank has no obligation to ensure that the name of any account holder (as given in the Customer's Instructions) is identical or similar to the name of the account holder(s) according to the Bank's records and confirm that a transfer from an account having the same customer identification numbers or account numbers (where applicable) as that given in the Instructions shall constitute good and complete compliance by the Bank with the Instructions.
- 5.2 The Customer represents and warrants to the Bank that in submitting Direct Debit Instructions by electronic means, the electronic input(s) and any other input is/are virus-free and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Instructions as a result of any

virus.

- 5.3 The Bank may admit, compromise or reject any such claims made against the Bank by such persons, firms or companies or their bankers or the beneficiaries as appropriate and to debit the Customer's Receiving Account with the amount of any claim admitted or compromised as the Bank shall in its absolute discretion decide.
- 5.4 The Customer agrees and undertakes to hold the Bank harmless and indemnified against all action, proceedings, liability, claims, loss, damages, costs, expenses and demands however arising directly or indirectly out of or in connection with accepting and acting upon the Instructions.
- 5.5 All Instructions once given to the Bank by or via any Input Media shall be deemed duly given by the Customer and be conclusively binding on the Customer irrespective whether or not such Instructions are given by the Customer personally or by any other person on its behalf whether authorized or unauthorized. The Customer shall be fully responsible therefor.
- 5.6 The Customer acknowledges and understands that the Customer is solely responsible for the genuineness, correctness, accuracy and/or completeness of any Instructions prepared or arranged by the Customer, and that the Bank is under no duty to check or verify the same and shall take no responsibility whatsoever arising therefrom.
- 5.7 The Customer shall ensure the security of its own computing and communication equipment in accordance with good computer practice and that the Bank accepts no responsibility or liability thereof.
- 5.8 The Customer accepts that Instructions sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. The Customer acknowledges and accepts that the Bank does not have any liability for any errors and omissions in, or for delay or failure of arrival or receipts of, any Instructions via online transmission.
- 5.9 The Customer accepts that the Bank is not responsible and does not accept any liability for any error or omission in, or loss or delay or failure of arrival of, any Instructions delivered to the Bank via or from any online submission facility or other Internet channels not provided by the Bank.
- 5.10 The Bank shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Instructions, or for any inability to act as a result of any Instructions being unclear or incomplete, or the Customer having failed to submit the Instructions by the cut-off time specified by the Bank from time to time (if applicable).
- 5.11 The Bank shall not be obliged to accept any cancellation or variation of any Instructions if it considers it has insufficient time to act at its absolute discretion.

- 5.12 The Bank shall have no responsibility whatever for any delay, error, omission, loss or damage howsoever arising from (i) any failure of the Customer to comply with any of the terms and conditions set out herein and/or (ii) failure for whatsoever reason to receive payment from specified payers and/or (iii) any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of the computer system of the Bank or any other causes beyond the control of the Bank.

## 6 Clearing and settlement of the funds collected

- 6.1 Unless otherwise instructed by the Customer or prescribed by the Bank in its absolute discretion from time to time, payments credited into the relevant Receiving Account will be made by the Bank immediately upon the funds being collected from the Payers. The amount(s) so credited are subject to final payment (i.e. the Bank's actual receipt of freely remittable and immediately available and disposable funds thereof).
- 6.2 The Customer may utilize the payments immediately after the same have been paid into the Receiving Account under Direct Debit Service.

## 7 Personal data and other information

- 7.1 In performing this Sub-Schedule and conducting the activities contemplated by this Sub-Schedule, the Customer shall comply with all legal and regulatory requirements relating to protection of personal data that are applicable to the Customer from time to time, including the PDPO.
- 7.2 The Customer undertakes at all times to notify the Bank in writing of any change in information given to the Bank. The Customer acknowledges that it has noted the content of the notice issued by the Bank relating to the PDPO (the "Notice") which is on display in the banking halls or was made available to the Customer and agrees that it is necessary to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and related service (including the Direct Debit Services).
- 7.3 The Customer further authorizes the Bank to use its data for the purposes set out in the Notice and notes that data held by the Bank will be kept confidential but permits the Bank to provide such information to the persons listed in the Notice or any other persons for the purposes set out in the Notice or in compliance with any laws, regulations or directions binding on the Bank or its branches.
- 7.4 The Customer further authorizes the Bank to contact, if applicable, any bank, referee or any other source for the purpose of obtaining or exchanging any information and to compare the information provided by the Customer with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action, which may be adverse to the interest of the Customer, against the Customer.
- 7.5 The Customer also consents to its data being transferred to another jurisdiction

outside Hong Kong.

7.6 The Customer further represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Direct Debit Services.

7.7 The Customer shall ensure that all the information and data that is / will be given to the Bank in connection with this Direct Debit Service is / will be correct, accurate and complete. The Bank accepts no responsibility or liability for, and the Customer shall indemnify the Bank and hold the Bank harmless from and against, all losses, damages, costs, claims or demands (including any loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature arising directly or indirectly out of or in connection with any failure of the Customer to perform its obligations under this Clause.

## 8 Disclaimers

The Bank is not liable for loss, damage or expense of any kind which it or any other person may incur or suffer arising from or in connection with (1) its failure to comply with any terms under this Sub-Schedule; and (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS and/or the Bank, or arising from any circumstances beyond reasonable control of HKICL FPS and/or the Bank.

## 9 Use of FPS names and logos

The Customer using the Direct Debit may use the full name of FPS, i.e. "Faster Payment System" in English and "快速支付系統" in Chinese; and the marketing name of FPS, i.e. "FPS" in English and "轉數快" in Chinese (both full names and marketing names are collectively known as "FPS names") and/or the FPS logos in its marketing materials. The Customer shall comply with the specifications in relation to the FPS logos as provided by the Bank from time to time. The Customer shall remove the FPS names and logos from all related materials immediately (i) upon the termination of the Direct Debit Service; or (ii) in the case where the Bank or HKICL is of the view that the FPS names or logos are not used properly by the Customer, upon written notice from the Bank.