

能源數據專家服務

Smart Energy Online (“Service”)

章則

1. 服務資格及要求

- 1.1 本服務只適用於正在使用高需求用電價目及 / 或大量用電價目電力帳戶的中電客戶(“客戶”)。
- 1.2 在同一個能源數據專家帳戶內，所有電力帳戶及 / 或電錶必須要用相同的公司商業登記證號碼登記。
- 1.3 倘若客戶之電錶設備未能支援本服務，該設備須作相應更新。在此情況下，客戶須負責並支付該項工程的費用及支出。
- 1.4 客戶須確保電腦系統能支援本服務。

2. 服務細則及個人資料收集

- 2.1 中電可按需要更改客戶提供的服務生效日期。
- 2.2 本服務會在生效日期起計連續十二個月後終止(“終止日期”)。客戶如要為現有服務續期，須於終止日期前最少十個工作天向中電遞交續期申請。
- 2.3 每個能源數據專家帳戶最多只可登記五個用戶。
- 2.4 每個能源數據專家帳戶最多只可登記四十個電力帳戶及 / 或電錶。
- 2.5 客戶須確保電腦系統能接收中電發出或中電就本服務所發出的帳單、警報訊息及其他服務訊息。對於因為在電郵用戶端或伺服器的反垃圾電郵過濾設定或因客戶提供不確的電郵資料而導致任何訊息或電郵未能送達至客戶，中電概不負責。
- 2.6 客戶帳戶資料如有任何變更，客戶須承擔更新該等資料的責任。
- 2.7 客戶同意採取一切必要的措施妥善保存及保護使用本服務的密碼。
- 2.8 客戶同意使用公用 / 共用電腦可能導致個人資料及 / 或數據外洩而被不當使用或被第三者利用並在未經授權情況下登入並使用本服務。中電不會就客戶由於上述有關客戶資料及 / 或數據的使用、不當地使用、被授權使用或未經授權使用所招致的費用、賠償、損失或支出承擔任何責任。
- 2.9 客戶不得以任何方式向 / 與任何人士轉售、共享或轉讓本服務。
- 2.10 中電將盡力提供服務，但在下列情況下，中電可不予客戶事先通知而隨時暫停全部或部份服務：
 - (a) 中電認為有必要暫停服務以保障所提供的服務；或
 - (b) 提供本服務所需的設備失靈或需要安裝或維修；或
 - (c) 中電合理地認為本服務被未經授權人士使用或被人非法地或以欺詐手段使用，或合理地認為客戶對服務或設備的使用正在或有可能損壞或干擾該設備或服務的正常運作。
- 2.11 客戶同意：-
 - (a) 在適用法律之規範下，客戶不得採取任何法律或其他步驟、訴訟或程序，就使用本服務所取得之資料、數據或材料，對中電或其代理人、承包商、或附屬公司作出或威脅作出任何申索或索求。
 - (b) 本服務所提供之資料、數據及材料均受中電或被指明的其他各方所擁有或控制的版權、商標權以及知識產權權利保護，未經中電及前述其他各方的書面同意，客戶不得擅自使用有關之資料、數據及材料。
 - (c) 客戶須自行承擔使用本服務所提供的資料、數據及材料所引致的風險及責任。就使用本服務所附帶的，或與本服務的準確性、時間性、質量、流通性、商業性或適用性相關的，或與使用本服務所引致的結果和後果相關的條件、保證、申述、法律責任或其他責任，中電概不負責。
 - (d) 中電不會就本服務或透過本服務所提供之資料、數據及材料承擔任何責任。中電不會就本服務的使用、接觸或未能使用所引致的直接、間接、相應而生、附帶引起或懲罰性的損害或利潤及 / 或收入損失承擔任何責任。
- 2.12 中電使用客戶提供的個人資料主要用於本服務及任何直接有關的用途上。中電也可能使用閣下的個人資料：-
 - (a) 回覆並跟進查詢有關本服務事宜。
 - (b) 處理、維持及 / 或管理本服務開設的用戶帳號
 - (c) 通知閣下有本服務資訊。
 - (d) 進行研究並進行統計分析。
 - (e) 於與本服務有連繫及直接有關的運作上。
 - (f) 在閣下同意的情况下進行直接促銷活動(包括為與中電有關或無關的非牟利機構作出呼籲和請求)
 法例並無規定客戶必須提供個人資料，但客戶所提供的個人資料能夠使中電為客戶提供本服務。除非客戶向中電提供個人資料，否則中電可能無法為客戶提供本服務。為滿足上述用途的需要，中電可能會將閣下的個人資料轉移給第三方，包括：-
 - (a) 協助中電執行此服務的合作夥伴。
 - (b) 中電就上述用途而聘請的服務供應商(包括雲端服務供應商)。
 - (c) 中電的關連公司，包括中電集團在香港的附屬和關聯公司。
 - (d) 就上述任何用途作研究及製作統計資料的統計機構(包括香港以外機構)。
 如有法例規定，中電會披露有關資料，也會應執法機關的要求披露上述資料。根據《個人資料(私隱)條例》(第486章)及其他適用的個人資料保護法例，客戶有權知道中電是否擁有你的個人資料，亦可索取有關資料副本，並更正和刪除中電保存的有關資料。有關索閱、更正及 / 或刪除中電記錄內任何有關客戶的個人資料的要求，以及撤回同意的要求(如適用)，可電郵至中電csd@clp.com.hk 與中電個人資料保障主任聯絡。

3. 服務繳費

- 3.1 中電將按年按每個電力帳戶或每個電錶向客戶收取服務費用(“費用”)，任何已繳交之費用均不會退還予客戶。客戶須全數繳交費用後，服務方能生效。
- 3.2 中電可全權決定各項服務的收費。
- 3.3 費用以每年預繳方式繳交，並以服務生效日期開始計算。
- 3.4 如客戶以支票繳交服務費用，而在服務生效後出現退票情況，中電可即時終止服務，並採取合法行動追討應收取之費用。

4. 負荷數據資料

- 4.1 除能源數據專家服務運作受到影響以外，在星期一至星期五(公眾假期除外)下午三時前，前一天截至午夜之負荷數據資料將上載至服務系統供客戶使用。
- 4.2 在星期六、星期日及公眾假期，系統不會提供「前一天的負荷數據資料」。
- 4.3 除能源數據專家服務運作受到影響以外，如客戶已設定及儲存「警報選擇」，當每日負荷數據資料符合客戶之預先設定，在下一個工作天(星期一至星期五，公眾假期除外)下午一時前系統會自動傳送電郵至客戶預先登記的電郵戶口。
- 4.4 客戶可檢索最多三年之負荷數據資料記錄，但不包括二零零九年一月一日以前的負荷數據資料。
- 4.5 不論任何原因導致負荷數據資料出現偏差或失準，中電會為該等資料作出最可能的改正並適時更新。
- 4.6 客戶確認此服務所提供之負荷數據資料只供參考之用，並可能與客戶每月電費單上之數據有所出入。如數據有所出入，電費收費以電費單上之數據為準。

5. 終止服務

- 5.1 中電可於任何時間給予客戶最少一個月的書面通知，終止提供服務；若客戶違反本服務的任何章則，中電可即時通知客戶，終止提供服務。
- 5.2 客戶可以給予中電不少於一個月之書面通知，終止使用服務。
- 5.3 在終止本服務時，所有根據本服務而授予客戶的特許權亦將同時終止。在任何情況下，客戶均不得享有全數或部份費用的退款。任何本服務的終止概不影響雙方任何累積的權利或責任，亦不影響任何本服務即將或繼續施行的條文，該條文在意是在本服務終止時或終止後已明示或不言而喻地產生效用或繼續有效。

6. 一般條款

- 6.1 中電保留拒絕任何能源數據專家服務申請的絕對權利。
- 6.2 中電保留隨時取消、增加或更改任何服務內容、及 / 或章則而毋須預先通知的絕對權利。

- 63 客戶不可將本章則之權利(全部或部份)轉讓、或將本章則之權利、責任及義務(全部或部份)轉移或(全部或部份)以其他方式處置予任何人士。
- 64 本章則應以英文文本為準，其中文文本只作參考用途。
- 65 若本章則的任何部份因任何理由變成或宣佈為違法、無效或不能強制執行，該部份章則應被當作刪除。
- 66 若客戶及中電對本章則的詮釋有任何爭議，雙方均同意接受香港特別行政區法院行使非專屬司法管轄權解決爭議。
- 67 儘管有第上述2.12條的規定，所有由會員提供或中電由提供服務所取得的資料，中電將按照刊載於網址：www.clp.com.hk的中電個人資料收集聲明處理(如適用)，該聲明遵從香港特別行政區的個人資料(私隱)條例。
- 7. 私隱政策聲明**
- 71 閣下可瀏覽中電網頁(<https://www.clp.com.hk/zh/privacy-policy>)查閱中電的私隱政策聲明，以了解更多有關中電在私隱及個人資料保障方面的政策。
- 72 除非文義明確另有所指，本聲明所提及的「中電」是指中華電力有限公司，而「中電集團」是指中電控股有限公司、其附屬公司及關聯公司。

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Smart Energy Online (“Service”)

Terms & Conditions

1. Service Eligibility and Pre-Requisites

- 11 Only CLP customers with active electricity accounts on Large Power Tariff and/or Bulk Tariff rates (“Customers”) are eligible for the Service.
- 12 Only electricity accounts and/or meters registered under the same Business Registration Certificate (BRC) number can be grouped under the same Smart Energy Online Account.
- 13 The Customer shall be responsible for and bear the costs of any meter installation and or upgrade works required to support the Service.
- 14 The Customer needs to ensure that their computing systems are compatible for the use of the Service.

2. Provision of Service and Collection of Personal Data

- 21 The Service effective date requested by the Customer may be varied by CLP at its sole discretion.
- 22 The Service provision will expire 12 consecutive months from the effective date (“Expiry Date”) unless renewed by CLP upon application by the Customer at least 10 working days prior to the Expiry Date.
- 23 CLP would register a maximum of five (5) Service users per Smart Energy Online Account.
- 24 A single Smart Energy Online Account may contain no more than a combination of forty (40) registered electricity accounts and/or electricity meters.
- 25 The Customer shall be responsible for maintaining their computer systems to ensure that all bills, alert message, and other Service message generated by CLP or as part of the Service provision by CLP, reaches the Customer. CLP shall not be responsible for any message or email not reaching the Customer as a result of anti-spam filter set in his/her email client or server, or incorrect information input by Customer.
- 26 The Customer shall accept that it is his/her obligation to update the Smart Energy Online Account information whenever there are changes to such information.
- 27 The Customer agrees to take all necessary steps to ensure the safety and security of their password to use the Service
- 28 The Customer accepts that the use of public / shared computers may leave his/her personal information and or data unprotected and exposed to risk of being misused or gaining unauthorized access to the Service. CLP shall not be liable for any charges, damages, or loss or expenses incurred by the Customer as a result of such use, misuse or any authorized or unauthorized use of Customer data or information.
- 29 The Customer shall not resell, share or transfer the Service to any other person by any means whatsoever.
- 210 CLP will use its reasonable efforts to provide the Service, however may temporarily suspend the Service in whole or in part at any time without notice if:
 - (a) CLP considers it necessary to do so to safeguard the provision of the Service; or
 - (b) there is failure of any equipment associated with the provision of the Service or such equipment requires modification or maintenance; or
 - (c) in CLP’s reasonable opinion, there is or has been unauthorized, unlawful or fraudulent use of the Service or the Customer’s use of the Service or equipment is causing or may potentially cause damage or interfere with the proper functioning of such equipment or the provision of the Service.
- 211 The Customer agrees that:-
 - (a) To the extent permitted by law, he/she will not take any step, action or proceedings whether legal or otherwise and shall not make or threaten to make any claim or demand against CLP or its agents, contractors or affiliated companies in relation to any information, data or material accessed by or through using the services.
 - (b) Information, data and materials contained in the services are protected by copyright, trademark and other intellectual property rights owned or controlled by CLP and/ or other parties as may be specified. The customer is prohibited from using them without prior written permission of CLP and/ or such other parties.
 - (c) The customer agrees to use any information, data and material obtained through the services at the customer’s own risk and responsibility. CLP expressly disclaims all conditions, warranties, representations, liabilities or responsibilities in relation to the use of the services, the accuracy, timeliness, quality, currency, merchantability or fitness or use of the services and the outcome, consequences or results of using the services.
 - (d) CLP takes no responsibility and assumes no liabilities for the information, data and material provided by or through the service. CLP takes no responsibility and assume no liabilities for any direct, indirect, consequential, incidental or punitive damage or for lost profits and/ or revenue arising out of any use of, access of or inability to use the service.
- 212 CLP may use the personal data of the Customer provided in this form for provision of the Service and any directly related purposes. CLP may also use such personal data for:
 - (a) To respond and follow up on your enquiries of the Service;
 - (b) Operate, maintain and/or manage Customer’s Smart Energy Online Account
 - (c) To communicate with you about the Service;
 - (d) To conduct research and statistical analysis;
 - (e) For other CLP operations in connection with the Programme and directly related purpose.
 - (f) To conduct direct marketing activities (including making appeals for non-profit organisations that may or may not be related to CLP)

The Customer is not required by law to provide the personal data requested in this form. However, the personal data the Customer provides in this form will enable CLP to provide the Customer with the Service. CLP may not be able to provide the Customer with the Services unless the Customer provides the personal data. If necessary for any of the purpose stated above, CLP may transfer your personal data to third parties, including:

 - (a) Co-organisers that assist in executing this Service;
 - (b) Service providers (including cloud service providers) engaged by CLP for any of the purposes stated above;
 - (c) Related CLP companies, including subsidiaries and affiliated companies within CLP Group in Hong Kong;
 - (d) Entities (including entities outside Hong Kong) for conducting research and preparing statistics relating to any of the purposes stated above.

CLP will disclose data when required to do so by law and may also disclose such data in response to requests from law enforcement agencies. The Customer has the right to request access to, the correction and erasure of, your personal data in accordance with, where applicable, the provisions of the Personal Data (Privacy) Ordinance (Cap. 486), and any other data protection law as applicable. Requests for access, correction and/ or erasure of personal data, as well as withdrawal of consent, where applicable, should be by email and addressed to the Personal Data Officer of CLP at csd@clp.com.hk.

3. Payment for the Service

- 31 CLP will charge a non-refundable fee for the provision of the Service based on per electricity account or per meter, per annum and the Customer must pay the service charges in full (“Fee”) before CLP commences providing the Service
- 32 CLP may vary the charge rate at its sole discretion.
- 33 The Fee shall be payable in advance on a yearly basis calculated from the Service effective date.
- 34 CLP reserves the right to terminate the Service immediately in the event a payment for the Fee made by cheque is dishonored after the provision of the Service has commenced and may take further action to recover the Fee by other legitimate means available to CLP.

4. Load Profile Data

- 41 The load profile data in respect of a day ending midnight shall be available at 03:00 pm the following day on each day from Monday to Friday (excluding Public Holidays), unless the operation of the Smart Energy Online Service has been affected for any reason.
- 42 “Previous day load profile data” will not be available on Saturdays, Sundays and Public Holidays.
- 43 Where Customers set and save “alert options” in advance, an automatic email alert will be sent to all registered email accounts before 01:00 pm on the next day if the load profile data match the criteria set by the Customer unless the operation of the Smart Energy Online Service has been affected for any reason.
- 44 Customers will be able to retrieve historical load profile data for up to three years.
- 45 Where there are discrepancies or inaccuracies in load profile data due to whatever reason, CLP will use its best endeavors to rectify and timely update the affected data.
- 46 The Customer acknowledges that the load profile data provided as part of the Service will be for reference only and may not match exactly with the data used for Customer’s monthly electricity billing. However, the electricity charge will accord with the data shown in the electricity bill in the event of any discrepancy.

5. Termination

- 51 CLP may terminate the provision of the Service to a Customer at any time by giving at least one calendar month’s written notice to the Customer or immediately by notice to the Customer if the Customer breaches any of the terms and conditions outlined herein.
- 52 The Customer may terminate the use of the Service at any time by giving CLP at least one calendar month’s prior written notice.
- 53 Upon termination, all privileges granted to the Customer under the Service shall cease. Under no circumstances will the Customer be entitled to a refund of all or any part of the Fee. Termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in the Service which is expressly or by implication intended to come into or continue in force on or after such termination.

6. General Provisions

- 61 CLP reserves the right to reject any Service application at its sole discretion.
- 62 CLP reserves the right to cancel, add, or alter the Service and /or the terms and conditions at any time without prior notice.
- 63 The Customer shall not assign (in whole or in part) any rights, transfer (in whole or in part) or otherwise dispose of (in whole or in part) any rights, duties and obligations under these terms and conditions to any person.

能源數據專家服務

Smart Energy Online (“Service”)



- 64 The English version of these Terms and Conditions shall prevail over the Chinese version which is provided for information purposes only.
- 65 If any of the Terms and/or Conditions herein becomes or is declared illegal, invalid or unenforceable for any reason, such Term and/or Condition shall be deemed to be deleted.
- 66 In the event of any dispute arising out of the interpretation of these terms and conditions, the parties hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR to settle the dispute if needed. .
- 67 Notwithstanding “2.12” above, all data provided by Customers or acquired by CLP in the course of the provision of the Service will be managed in accordance with, if applicable, CLP’s Personal Information Collection Statement outlined at www.clponline.com.hk, which complies with Hong Kong SAR’s Personal Data (Privacy) Ordinance.

7. Privacy Policy Statement

- 71 You can find out more about CLP’s policies on privacy and personal data protection by accessing our privacy policy statement available on the CLP website at <https://www.clp.com.hk/zh/privacy-policy>.
- 72 Unless specified otherwise, references to “CLP” shall mean CLP Power Hong Kong Limited and the “CLP Group” shall mean CLP Holdings Limited, its subsidiaries and affiliates.

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