

NOTICE OF AMENDMENTS

修改通知

Please be advised that, effective 1 July 2014 (the "Effective Date"), the "**UnionPay Dual Currency Credit Card Cardholder Agreement (With Electronic Cash)**" ("**the Terms and Conditions**") which regulate the provision of banking services by ICBC Macau to you and the operation of your account, shall be amended as follows:

請注意：自 2014 年 7 月 1 日("生效日") 起，規範工銀澳門的銀行服務及你賬戶運作的 《綜合條款及條件 – 銀聯雙幣持卡人合約（可附電子現金）》（“條款及條件”）將作出修改如下：

The “Introductory Paragraph” is amended to read as follows: “Any of the ICBC (Macau) Union Pay Dual Currency credit cards, including but not limited to Diamond Card, Platinum Card, Gold Card, Classic Card, Business Card and /or Co-branded Card regardless of with or without Electronic Cash ("the Card") issued by Industrial and Commercial Bank of China (Macau) Limited ("the Bank") to the applicant ("the Cardholder") which expression should include the principal card applicant and those supplementary card applicant(s) who have applied for the Card and been approved at any time subject to the following terms and conditions, **and to the provisions of the "Personal Data Protection Act - Personal Data Collection Statement" (the "Statement")**, which shall form a part of this Agreement :-

“引言”修訂為：任何一款的中國工商銀行（澳門）銀聯雙幣卡產品，包括但不限於鑽石卡、白金卡、金卡、普通卡、商務卡及/或聯營卡，不論是否附有電子現金功能（下稱「信用卡/此卡」），乃由中國工商銀行（澳門）股份有限公司（下稱「本銀行」）發予申請人（下稱「持卡人」）包括主卡申請人及於任何時間申請及經批准之附屬卡申請人，均受下列各條款以及作為本合約一部份的“關於個人資料保護法 – 收集個人資料聲明”（下稱「聲明」）內之規定之約束：

The first sentence of Clause 2 is amended to read as follows: “Upon receipt of the Card, the Cardholder must sign the Card immediately and such signature and/or use of the Card will constitute the Cardholder's consent to be bound by this Agreement **and the Statement.**”

第 2 條修訂為：“持卡人於收到信用卡時，必須即時簽署此卡，而此等簽署及/或此卡之使用皆構成持卡人同意接受此合約及聲明的條款所約束。”

A new Clause 3 is added, which shall read as follows: “**3. The Bank may, from time to time (in its discretion) request the Cardholder with additional documents for the purposes of determining, disclosing and/or reporting the Cardholder's status and/or exposure, according to any local or foreign**

legal or regulatory provisions to which the Bank and/or its branches, offices, subsidiaries, associated and affiliated companies, its holding company, and any of its branches, or the Bank group's entities worldwide ("Bank Group Company") may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. The Cardholder agrees that failure to provide any such documents may result in the Bank's inability to provide or continue to provide any of its services under this Agreement and/or in the Bank's decision to close any existing accounts Cardholder may have with the Bank.

新增第3條為：“3. 根據當地或外地法律、規定或自願性安排，可能或已在法律上或自發地約束本銀行及/或本行分行、辦事處、分支機構、關聯及附屬公司、本行的母公司及其任何分支、或本行集團的全球機構(“本行集團公司”)，本銀行得按照當地或外地法律或監管規定(在其自由裁量下)適時地要求持卡人提供附加文件，以核實、披露及/或報告持卡人的身份及或敞口。持卡人同意未能提供任何相關文件將導致本銀行不能提供或繼續提供本合約下的任何服務及/或本銀行有權決定終止持卡人在本銀行開立的任何現有賬戶。”

The original Clause 18 is renumbered as Clause 19 and is amended to read as follows: “19. The Cardholder must notify the Bank promptly in writing of any changes in employment, his office or residential address **and/or change in nationality/citizenship**. If the Cardholder is absent from Macau for more than one month, the Cardholder shall leave clear and specific instructions to settle the Card Account with the Bank and shall advise such instruction to the Bank's Card Business Department prior to his departure.”

原文第18條重編為第19條及修訂為：“19. 持卡人如更改職業、辦公地點、居住地址及/或其國籍/公民身份，必須盡速以書面通知本銀行。持卡人如離開澳門超逾一個月，須交待清楚其賬戶之清還辦法，並於離開前通知本銀行之銀行卡業務部有關此等安排。”

Clause 20(a) is renumbered as Clause 21(a) and is amended to read as follows: “21.(a) The Cardholder may at any time terminate this Agreement by a written notice to the Bank accompanied by the return of the Card and of any supplementary Card(s) both cut in half. The Cardholder or the supplementary Cardholder(s) may also terminate the use of a supplementary Card by a written notice to the Bank accompanied by the return of the supplementary Card cut in half. Upon termination of this Agreement, the Electronic Cash balance should be zero. Should the Electronic Cash balance not be zero due to the Cardholder's reason (including but not limited to loss or theft, etc.), then the Cardholder must be responsible. The Bank may also terminate this Agreement at any time by cancelling the Card with or without cause and without prior notice **where it has cause to do so**, and may list the number of such cancelled Card in its Cancellation Bulletin. **For the avoidance of doubt, the Bank shall be entitled to terminate this Agreement upon giving of 14 days' notice where: (i) the Bank is required to do so in accordance with under any local or foreign legal or regulatory provisions to which the Bank and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement; (ii) the Cardholder refuses to provide or update, upon**

request, any documents or information pursuant to Clause 3 of the Agreement; or (iii) the Cardholder refuses, withholds or withdraws any of the consents and/or representations made to the Bank under the Agreement, including, but not limited to the consents set out in Clause 23 and Clause 24 of the Agreement and in the Statement that is a part of this Agreement. Upon the termination of this Agreement for any reason whatsoever, the cancelled Card must be surrendered to the Bank and the whole of the outstanding balance on the Card Account together with the amount of any outstanding card transactions effected but not yet charged to the Card Account will become immediately due and payable in full. In the event the Cardholder defaults in payment, becomes bankrupt, insolvent, passes away or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause attributable to the Cardholder, the Cardholder or his estate shall be responsible for settling such amount outstanding immediately and shall indemnify the Bank fully for legal fees and other related costs incurred in this connection. The Bank also reserves its right to impose finance charge at its prevailing rate pending repayment in full by the Cardholder.”

第20(a)條重編為第21(a)及修訂為：“21.(a) 持卡人可隨時以書面通知本銀行終止此合約，並連同剪毀之信用卡及所有附屬卡交回本銀行，持卡人或附屬卡持卡人亦可終止附屬卡之使用，惟亦須以書面通知本銀行及同時交還已剪毀之附屬卡。在申請終止此合約時，電子現金餘額應為零，如因持卡人原因（包括但不限於遺失或被盜等），導致電子現金餘額不能為零時，則持卡人需支付有關款項。倘若必要時，本銀行得隨時不經通知及無需申述理由註銷此卡，並將之列載於已作廢信用卡名單內。為釋除疑慮，本行有權經過14天的提前通知，在以下情況下終止此合約：(i) 根據當地或外地法律、規定或自願性安排，可能或已在法律上或自發地約束本銀行及/或本銀行之集團公司，本行按照當地或外地法律或監管規定必須作出時；(ii) 在要求時，持卡人拒絕按照此合約第3條提供或更新任何文件或資料時；或 (iii) 持卡人拒絕、拒絕給予或撤回按照此合約向本銀行作出的任何同意及/或陳述，包括但不限於此合約第23條及第24條及作為此合約一部分的聲明所規定的同意。無論基於任何理由，此合約一旦終止後，經註銷之信用卡需交還本銀行，而賬戶內之全部欠款及未進誌入持卡人賬戶，但已作交易項目款額同須立即清付。如持卡人未能或無力履行還款責任、宣告破產、無力付債或逝世或因持卡人導致本銀行失去持卡人的下落，持卡人或其遺產管理人須負責立刻付清欠款及承擔一切有關本銀行追收債項時所產生之律師費及其他費用，在此債項尚未悉數付清前，本銀行保留對該賬戶繼續收取財務費用之權利。”

Clause 22 is renumbered as Clause 23 and is amended to read as follows: “23. The Cardholder consents to the Bank's disclosure and transfer, in strict confidence and with reasonable care, **of any information provided to the Bank regarding the Cardholder or the Card Account, to any third parties, including but not limited to local or foreign public or private entities, authorities or regulators**, any debt collecting agency, as the Bank shall consider necessary or appropriate, **for the purposes of complying with any disclosure and/or reporting duties under any local or foreign legal or regulatory provisions to which the Bank and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement**, as well as for the purposes set out in the Statement. The Cardholder further waives the Bank's secrecy duties under the Macau Financial

Systems Act (Decree-Law No. 32/93/M) regarding this disclosure. The Bank shall be entitled to obtain information related to the Cardholder and/or verify the information given by the Cardholder from any source it may deem fit. “

第22條重編為第23條及修訂為：“23. 持卡人同意本銀行於有需要時，於絕對謹慎及保密情況下，可根據當地或外地的監管規定作出披露或轉移有關該信用卡賬戶及持卡人之資料予第三者，包括且不限於當地或外地的公共或私人機構、機關或監管者、外界代收欠款的機構及 / 或商業資料公司等披露及/或報告，以符合可能或已在法律上或自發地約束本銀行及/或本銀行之集團公司的當地或外地法律、規定或自願性安排。對於有關披露或轉移，持卡人免除本銀行於澳門地區金融體系的法律制度(第32/93/M號法令)內的保密義務。本銀行有權向任何方面取得或覆核有關持卡人及其提供之資料。”

A new Clause 24 is added, which shall read as follows: “24. **The Bank may be required to effect withholdings of amounts over payments or balances from the Card Account in accordance with any local or foreign legal or regulatory provisions to which the Bank and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. The Cardholder hereby expressly consents to any such withholdings to the extent that they are determined to apply to the Cardholder further to the review of the documentation they are required to provide under Clause 3 of this Agreement, the disclosure of Cardholder information in accordance with Clause 23 of this Agreement or to reasonable endeavors made by the Bank in this respect.**”

新增第24條為：“24. 根據當地或外地法律、規定或自願性安排，可能或已在法律上或自發地約束本銀行及/或本銀行之集團公司本銀行或需要按照當地或外地法律或監管規定對信用卡賬戶的付款或結餘作出扣繳。持卡人在此明示同意作出任何相關扣繳，以達至根據此合約第3條所提供的文件作出審查、此合約第23條持卡人資料的披露，或本銀行的合理決定而適用於持卡人的扣繳範圍。”

The original Clauses of 4 to 32 are renumbered to Clauses 5 to 34 (including the newly added Clause 24).

原文第 4 條至第 32 條被重新編排號為第 5 條至第 34 條(包括新增之第 24 條)。

In addition to the above, please be advised that, from the Effective Date, the **Personal Data Protection Act - Personal Data Collection Statement** ("Statement") shall form an integral part of the Terms and Conditions and shall be amended as follows :

請此外，請注意：自生效日起，作為條款及條件一部分的“個人資料保護法 – 收集個人資料聲明”(聲明)將作出如下修改：

The “Introductory Paragraph” of the Statement is amended to read as follows: "This Personal Data Collection Statement ("**this Statement**") is made by Industrial and Commercial Bank of China (Macau) Limited **and its branches, offices, subsidiaries in Macau** ("the Bank") in accordance with the Personal Data Protection Act (Act 8/2005) of the Macau Special Administrative Region ("the Act"). The Statement is intended to notify customers and various other individuals why personal data is collected, how it will be used and to whom data access requests are to be addressed".

對導言段落作出如下修改：“根據澳門特別行政區《第 8/2005 法律個人資料保護法》，中國工商銀行(澳門)股份有限公司及其設於澳門的分行、辦事處及分支機構(“本行”)現通知各客戶及其他有關人士以下的「收集個人資料聲明」(“聲明”)，目的是說明收集個人資料的原因、用途和查詢或更改個人資料記錄的途徑。”

A new Clause 1 is added, which shall read as follows:

新增第 1 條，內容如下：

1. In this Statement, the following definitions shall apply:

"Account Information" means, any information in relation to the account(s) opened in the Bank or any Bank Group Company, including the account balance, account value, account number, contributions paid to the account, withdrawals from the account, interests in assets (including securities provided by Connected Person to obtain financing to Connected Person or third parties) held at the Bank or any Bank Group Company, attributable to the Connected Person.

"Authority" means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any domestic or foreign tax, revenue, fiscal or monetary or other authorities, court or law enforcement body, or any agents thereof, having jurisdiction over the Bank and the Bank Group.

"Controlling Person" generally means any individual who exercises control over an entity and includes any person in equivalent or similar positions of control.

"Connected Person" includes: the customer and in case that it is a corporate entity, its Substantial Owners and Controlling Persons.

"Personal Data" means any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, tax and/or Account information.

"**Substantial Owner**" means any individual or individual shareholder of an entity entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.)

"**Tax Information**", in respect of a Connected Person, means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of the Connected Person (regardless of whether the Connected Person is an individual or business, non-profit or other corporate entity) and any owner, **Controlling Person**, Substantial Owner or beneficial owner of the Connected Person, that the **Bank or any Bank Group company** considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with **the Bank or any Bank Group company's** obligations to any Authority. Without prejudice to the above provisions:

- (i) where the Connected Person is an individual, "Tax Information" includes, but is not limited to, information about: tax residence, tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), place of birth, nationality, citizenship);
- (ii) where the Connected Person is an entity or corporate, "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, registered address, address of the place of business, country of registration, certificate of incorporation number, information relating to market sector, and contact information.

"**Tax Certification Forms**" means any forms or other documentation as may be issued or required by an Authority or by the Bank and any Bank Group Company from time to time to confirm the tax status of a Connected Person.

1. 於本聲明內，適用以下的定義：

"**賬戶資料**": 與任何在本行或任何本行集團公司所開立賬戶的相關資料，包括賬戶結餘、賬戶價值、賬戶編號、支付到賬戶的款項、賬戶款項的提取、財產利益 (包括關係人提供以令關係人或第三人獲取信貸的擔保物)。

"**機關**": 任何對本行及本行集團具司法管轄權的司法、行政或監管機構、任何政府、公共或政府部門、機構或機關、任何當地或外地的稅務、收入、財政、金融或其地機構、法院或法律執行實體及其部門。

"**控制人**": 泛指對一實體行使控制的個人及包括任何具相等或類似控制地位的人。

"**關係人**": 包括客戶及當客戶為法人實體時，包括其重要持股人及控制人。

"**個人資料**": 與個別人士(及公司實體 - 倘其國家的個人資料保護法適用於法人時)有關, 且能從中識別個別人士的資料, 包括但不限於敏感的個人資料、稅務及/或賬戶資料。

"**重要持股人**": 直接或間接地擁有某機構超過 10%的利潤或超過 10%的權益的個人或機構股東。

與關係人有關的"**稅務資料**": 與關係人(不論關係人是個人或商業、非牟利或其他法人機構)及任何所有人、控制人、實質所有人或關係人的受益所有人直接或間接與其稅務狀況相關的任何文件或資料(及附有的聲明書、免責文件及同意書), 而本行或任何本行集團公司合理地認為其需要遵守(或顯示遵從或避免違反)本行或本行集團成員對監管機構的義務。在不影響上述規定下:

- (i) 當關係人為個人時, "稅務資料"包括但不限於以下資料: 稅務住所、稅務常居所、稅務識別編號、稅務證明表格、特定的個人資料(包括姓名、住所地址、出生地、國籍、公民身份);
- (ii) 當關係人是機構或法人時, "稅務資料"包括但不限於以下資料: 稅務住所及/或組織地(倘適用)、稅務常居所、稅務識別編號、稅務證明表格、註冊地址、業務經營地、登記國家、設立編號證明、與市場板塊相關資料及聯絡資料。

"**稅務證明表格**": 由監管機構或本行及任何本行集團公司不時地可能發出或必須發出以確認關係人的稅務狀況的任何表格或其他文件。

The original Clause 1 is renumbered to Clause 2 and amended to read as follows: "2. *From time to time, it is necessary for customers and other individuals (including but not limited to applicants/guarantors of banking and/or other financial services and banking/credit facilities, sureties, and persons providing security or guarantee for banking/ credit facilities, shareholders, directors, officers managers or Controlling Persons or Substantial Owner(s) and controlling persons of corporate customers or applicants, nominees, sole proprietors, partners, suppliers, contractors, and service providers) (collectively "data subjects") to supply the Bank with Personal Data (including Account Information) in connection with the opening or continuation of accounts, the establishment or continuation of banking/credit facilities and/or the provision of other financial services. Where Personal Data is provided to the bank by third parties on behalf of the data subjects, the Bank shall collect and treat the data subjects' data in reliance of the express representation made by the providing third party that is duly authorized to provide the data subjects' Personal Data and has obtained their consent and agreement to the terms of this Statement.*"

現有的第 1 條被重新編號為第 2 條, 內容修改如下: "2. 客戶及其他有關人士(包括但不只限於銀行及/或其他金融服務及銀行/信貸融資、保證的申請人/擔保人, 為銀行/信貸融資提供擔保物或保證的人士, 公司客戶或申請人的股東、董事、高級職員、管理人員及控制人或重要持股人、代名人及個人企業主、合伙人、供貨商及服務供應商)(下稱"資料當事人")需不時向本行提供有關的個人資料(包括賬戶資料)以便本行提供正常服務。例如申請開立或延續戶口, 建立或延續銀行/信貸融資及/或提供其他金融服務。當第三人以資料當事人的名義向本行提供個人資料時, 本行應

基於第三人明確的陳述，而第三人已獲資料當事人授權提供其資料及已取得其同意及接受本聲明之條款，本行方收集及處理資料當事人的個人資料。”

Clause 3 is renumbered to Clause 4.

第 3 條被重新編號為第 4 條。

Clause 4 is renumbered to Clause 5 and amended to read as follows: "5. *Personal Data of the data subjects may be used for all or some of the following purposes:*

- i. processing of applications for banking and /or any other financial services and facilities;*
- ii. facilitate the daily operation of the services and banking facilities provided to the data subjects;*
- iii. conduct credit or other status checks (including but not limited to the time of credit application and at the time of periodic credit reviews);*
- iv. create and maintain the Bank's credit scoring and risk related models;*
- v. assist other financial institutions to conduct credit checks and collect debts;*
- vi. ensure ongoing credit-worthiness of the data subjects;*
- vii. design financial services or related products for the data subjects' use;*
- viii. market services or products of the Bank and/or selected companies;*
- ix. determine the amount of indebtedness owed to or by the data objects;*
- x. enforce the data subject's obligations, including but not limited to the collection of amounts outstanding from the data subjects and those providing security or guarantee for the data subject's obligations;*
- xi. conduct insurance claims or analysis;*
- xii. for operational purposes, credit assessment or statistical analysis (including behavior analysis) of the Bank or any Bank Group Company;*
- xiii. maintain a credit history of data subjects (whether or not any relationship between data subjects and the Bank exists) for present and future reference of the Bank or any Bank Group Company;*
- xiv. comply with any obligations, requirements, policies, procedures, measures or arrangements for disclosing and/or reporting data or information to any domestic or foreign legal, judicial,*

administrative, regulatory, tax, revenue, fiscal, monetary or other Authorities, court or law enforcement body, or agency thereof, and/or any self-regulatory or industry bodies or associations of financial services providers within or outside Macao Special Administrative Region; disclose and/or report within and beyond the Bank and its branches, offices, subsidiaries, associated and affiliated companies, its holding company, and any of its branches, or the Bank group's entities worldwide ("Bank Group Company") that may be or become legally bound or subject to, and/or voluntarily required to effect on them under any local or foreign treaty, law, regulation, guidelines, or other official guidance enacted in any jurisdiction, or relating to an intergovernmental agreement or any their agreement between the governments or regulatory authorities of two or more jurisdictions, or any rules, code of practice, and/or guidelines of a binding nature in any jurisdiction; any contractual or other commitment or voluntary arrangement, for compliance with sanctions, prevention, detection of unlawful activities including but not limited to money laundering, terrorist financing, tax crimes and financial crimes or purposes relating thereto for disclosing and/or reporting data or information;

- xv. *enable an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;-*
- xvi. ***matching the data subject's Personal Data against any other data held by the Bank, its branches, , offices, subsidiaries and affiliates, its holding company, and any of its branches or the Bank group's entities worldwide, for whatever purpose, including, but not limited to taking action against the data subject; and***
- xvii. *fulfill any other purposes relating thereto. "*

現有的第 4 條被重新編號為第 5 條，內容修改如下：“5. 資料當事人的個人資料可能會用作下列項目中所有或其中一部分的用途：

- i. **處理銀行及/或其他金融服務及信貸申請；**
- ii. **處理銀行日常營運服務和信貸融資的便利；**
- iii. **作信用或其他狀況的檢查(包括及不只限於在信貸申請時的調查及定期年審複核等)；**
- iv. **訂立及維持本行的信貸評分及風險相關模式；**
- v. **協助其他財務機構作信用檢查及追討債務；**
- vi. **確保客戶維持良好的信用狀況；**
- vii. **設計適合資料當事人使用的銀行服務或有關產品；**
- viii. **為本行或特選公司推廣本行服務或有關產品；**

- ix. 計算本行對資料當事人或資料當事人對本行的債務；
- x. 執行資料當事人向本行所負義務，包括但不限於向資料當事人或及就資料當事人的義務提供抵押或擔保的人士追收欠款；
- xi. 進行保險索償或分析；
- xii. 為本行或任何本行集團公司的營運目的、信用評估或策略分析(包括品格分析)；
- xiii. 用於當事人的信資記錄本行或任何本行集團公司現有及將來的參考(不論資料當事人與本行曾否存有任何關係)；
- xiv. 為遵守任何義務、要求、政策、程序、措施或安排，向任何當地或外地法定、司法、行政、監管、稅務、收入、財政、金融或其地機關，法院或法律執行實體或中介，及/或向在澳門特別行政局內或外任何自我監管或行業協會或服務供應商協會，披露及/或報告有關資料或資訊；根據可能或已在法律上或自發地約束本行、本行分行、辦事處、分支機構、關聯及附屬公司、本行的母公司及其任何分支、或本行集團的全球機構(本行集團公司)的當地或外地的協議、法律、規例定、指引或任何司法管轄區具約束性質的指引，或與任何跨國政府協議或兩個以上司法管轄區政府或監管機構之間的相關協議，或基於在任何司法管轄區內具有約束力的任何法例、行業守則及/或指引，而在本行或任何集團公司之間或以外披露及/或報告；基於任何合同、允諾或自願性安排，針對制裁、預防、偵查非法活動的合規要求(包括但不限於清洗黑錢、資助恐怖主義、稅務犯罪、金融犯罪或相類似的目的)而作出披露及/或報告，。
- xv. 使本行的實在或建議承讓人，或本行對資料當事人的權利的參與人或附屬參與人能夠評核有關轉讓、參與或附屬參與所涉及的交易；
- xvi. 為着任何目的(包括但不限於針對資料當事人採取行動)，使資料當事人的個人資料與由本行、本行分行、辦事處、分支機構及附屬公司、本行母公司及其任何分支、或本行集團的全球機構持有其他資料相一致。
- xvii. 及與上述有關的用途。”

Clause 5 is renumbered to Clause 6, and amended to read as follows: "6. **The data subject consents and agrees that the** Personal Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside the Macau Special Administrative Region) for the purposes set out in Clause 5:

- i. any **Bank Group Company**, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, data processing, or other services to the Bank and any Bank Group Company in connection with the operation of its business; any other person under a duty of confidentiality to the Bank and Bank Group

Company or a merchant or an affinity entity which has undertaken to keep such information confidential;

- ii. *the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; or a person making any payment into the data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);*
- iii. *credit reference agencies, and, in the event of default, the debt collection agencies;*
- iv. ***any local or foreign person, entity or Authority to whom/which the Bank and Bank Group Company may be or become legally bound or applied to them, and/or voluntarily required to effect on them under any local or foreign law, regulation, guidelines, guidance, contractual or other commitment or voluntary arrangement, for compliance with sanctions, prevention, detection of unlawful activities including but not limited to money laundering, terrorist financing, tax crimes and financial crimes or purposes relating thereto;***
- v. *any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subjects;*
- vi. *selected companies for the purpose of informing data subject of services which the Bank believes will be of interest to the data subjects;*
- vii. *auditors;*
- viii. *legal consultants; and*
- ix. ***other professional advisors."***

現有的第 5 條被重新編號為第 6 條及作出如下修改：“6. **資料當事人同意：** 本行會將資料當事人保存在本行的個人資料保密，但本行可能會向以下各方透露讓等資作第(5)條列出的用途(不論在澳門特別行政區內外)： ”

- i. ***任何本行集團公司、代理人、承包商或提供行政、電訊、電腦、支付、債務追討或證券結算或其他與銀行及銀行集團業務運作有關服務的第三者服務供應人；任何已向本行承擔保密責任的人士，包括已承諾將資料保密而與本行同屬一集團的公司或各商號或各聯營機構；***
- ii. ***付款銀行向發票人出示已付款支票的副本 (當中可能載有關於收款人的資料)；或向資料當事人的賬戶付款的人士(提供當中可能載有資料當事人姓名的存款證明的副本)；***
- iii. ***信貸資料服務機構、當資料當事人不履約還款時則可將該等資料提供予債務追收代理；***
- iv. ***任何當地或外地人員、機構或機關，根據任何當地或外地法律、規例、指引、措施、合同，或其他允諾或自願性安排以遵從針對制裁、預防、偵查非法活動的合規要求(包括但***

不限於清洗黑錢、資助恐怖主義、稅務犯罪、金融犯罪或相類似的目的，而使本行及本行集團公司可能或已在法律上受其約束或適用，或自發地需要對其產生效力)；

- v. 本行的任何實在或建議承讓人，或本行對資料當事人的權利的參與人或附屬參與人或受讓人；
- vi. 特選公司，目的是通知資料當事人有關本行認為適合他們的服務資料；
- vii. 核數師；
- viii. 法律顧問；及
- ix. 其他專業顧問。”

The original Clauses 6 to 10 are renumbered to Clauses 7 to 11.

原文第 6 條至第 10 條重新編號為第 7 條至第 11 條。

Please note that by retaining/ continuing to use your account after the Effective Date you will accept that the amended the Terms and Conditions and Statement are binding on you. If you not accept to be bound by the amended Terms and Conditions and Statement, you may terminate your account by contacting any of our branches to complete account closing procedure.

閣下於生效日後保留/繼續使用 的賬戶，表示閣下將同意經修訂的條款及條件以及聲明，均對 閣下有約束力。倘若 閣下並不接受經修訂的條款及條件以及聲明的約束， 閣下可親臨本行任何一間分行辦理終止賬戶手續。

In the event of discrepancy between the English and Chinese versions of this Notice of Amendment, the Chinese version shall prevail.

如本修改通知中的英文與中文版本有歧義，則以中文版本為準。

Industrial and Commercial Bank of China (Macau) Limited

中國工商銀行(澳門)股份有限公司

June 2014

2014 年 6 月