

NOTICE OF AMENDMENTS

修改通知

Please be advised that, effective 1 July 2014 (the "Effective Date"), the "**Master Terms and Conditions - Banking Services**" ("**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 – 銀行服務》 ("**條款及條件**") 將作出修改 如下：

Clause 1.2 is amended to read as follows: "1.2 *The Schedules and the Personal Data Protection Act - Personal Data Collection Statement ("Personal Data Statement") form part of these Terms and Conditions. If there is **any** inconsistency, the provisions for a particular service will prevail over general provisions.*"

第 1.2 條修訂為：“1.2 附表及個人資料保護法 – 收集個人資料聲明 (收集個人資料聲明) 構成本條款及條件的一部份，倘個別服務的條文與一般條文有任何抵觸，個別服務的條文將凌駕於一般條文。”

Clause 1.4 is amended to read as follows: "1.4 *Please read these Terms and Conditions carefully, particularly Clauses **4 (Our Role)**, 6 (Password), 8 (Charges and overdue interest), 10 (Limit of our liability), 11 (Your indemnity), **12 (Your Representations)**, 13 (Set-off and lien) and the Personal Data Statement.*"

第 1.4 條修訂為：“1.4 請你細閱本條款及條件，特別是**第 4 條(本行的角色)**、**第 6 條(密碼)**、**第 8 條(收費及逾期利息)**、**第 10 條(本行責任的限制)**、**第 11 條(你的彌償保證)**、**第 12 條(你的陳述)**、**第 13 條(抵銷及留置權)**及**收集個人資料聲明**。”

Clause 3.1 is amended to read as follows: "3.1 *Before using a service or opening an account, you will comply with our reasonable requirements **within 30 days, including, but not limited to providing us with the documents we may reasonably request from time to time for the purposes of determining your status and/or exposure to any local or foreign legal or regulatory provisions to which we, our branches, offices, subsidiaries, associated and affiliated companies, our holding company, and any of its branches, or any of our 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.** Failure to provide any such documents may result in our inability to open your account, to provide any of our services and/or in our decision to close any existing accounts you may have with us. Each service is only available during the times and subject to the **policies, procedures and conditions** reasonably determined by us. We may refuse access without liability.*"

第 3.1 條修訂為：“3.1 在使用服務或開立賬戶前，你將於 30 天內遵守本行合理的規定，包括但不限於為着核實你的狀況及/或按照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、或本集團的全球機構 (本行集團公司) 因受當地或外地法律、規定或自發協議作出披露，而向本行提供本行適時及合理要求提供的文件。黨未能提供任何相關文件，將導致本行不能為你開立賬戶、提供服務及/或本行可決定終止你在本行的任何現有賬戶。每項服務只可在本行所合理的決定的時間內提供，並須遵守本行所合理決定的政策、程序及條件。本行可拒絕給予你使用服務而毋須負責。”

Clause 4.3 is amended to read as follows: "4.3 We may do or refrain from doing anything that we believe in good faith is required in order to comply with any **local or foreign legal or regulatory provisions to which we, and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement, rule or practice, including the rules, codes, guidelines and practices of any local or foreign regulatory authorities, the Macau Association of Banks, exchanges and clearing houses. All such actions and omissions bind you.**"

第 4.3 條修訂為：“4.3 本行可按照當地或外地法律或監管規定真誠地作出或不作出任何事宜，該等事宜是本行基於善意原則以遵守任何可能或已在法律上或自發地約束本行及/或任何本行集團公司的當地或外地法律、規定或自願性安排的任何當地或外地法律規定、規則或慣例(包括任何當地或外地監管機構、澳門銀行公會、交易所及結算所的規則、守則、指引及慣例)。以上所有行動及不作為均對你具有約束力。”

A new Clause 4.5 is added, which shall read as follows: "4.5 **We may be subject to disclosure and/or reporting duties under any local or foreign legal or regulatory provisions to which we, and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement and that may require that we disclose information regarding you or your account that is subject to bank secrecy under the Macau Financial Systems Act (Decree-Law No. 32/93/M) (the "MFSA"). You consent, for the purposes of the MFSA, to waive our bank secrecy duties and authorize us to disclose and/or report any information provided to us regarding you or your account, to any local or foreign public or private entities, authorities or regulators, including, but not limited to local or foreign regulators and/or foreign tax authorities.**"

新增第 4.5 條為：“4.5 根據任何可能或已在法律上或自發地約束本行及/或任何本行集團公司的當地或外地法律、規定或自願性安排規定，當中可能需要本行在澳門地區金融體系的法律制度(第 32/93/M 號法令澳門金融體系法律制度)所規定的銀行保密處理下披露關於你或你的賬戶的資訊，本行可能或將按照當地或外地法律或監管規定作出披露及/或具有報告責任。為着澳門金融體系法律制度的目的，你同意免除本行的銀行保密處理責任及授權本行向任何當地或外地的公共或私人機構、機關或監管者 (包括但不限於當地或外地的監管者及/或外地的稅務機構)披露及/或報告任何提供予本行關於你或你的賬戶的資訊。”

A new Clause 4.6 is added, which shall read as follows: "4.6 **We may be required to effect withholdings of amounts over payments or balances from your account in accordance with any local or foreign legal or regulatory provisions to which we, we, and/or any Bank Group Company may be or become legally**

or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. You hereby expressly consent to any such withholdings to the extent that they are determined to apply to you further to the review of the documentation you are required to provide under Clause 3.1 of these Terms and Conditions, the disclosure of your information in accordance with Clause 4.5 of these Terms and Conditions or to reasonable endeavors made by us in this respect. You expressly agree any withheld amounts may be held by us in any account or in any manner which we may consider appropriate."

新增第 4.6 條為：“4.6 根據可能或已在法律上或自發地約束本行及/或本行集團公司的當地或外地法律、規定或自願性安排規定，本行可能或必須按照任何當地或外地法律或監管規定對你的賬戶的支付或結餘金額作出扣繳。你在此明示同意作出任何相關扣繳，以達至根據按本條款及條件第 3.1 條所提供的文件作出審查、本條款及條件第 4.5 條你的資料的披露或本行的合理決定而適用於你的扣繳範圍。你明示同意由本行於任何賬戶或按本行認為合適的任何形式作出任何扣繳。”

Clause 4.5 is renumbered as Clause 4.7, and is amended to read as follows: "4.7 We do not provide legal or tax advice. You **are advised to obtain your own advice in respect of any tax obligations that may be imposed upon you, either in Macau or any other jurisdiction, in connection with your account.**"

將第 4.5 條重新編號為第 4.7 條及修訂為：“4.7 本行不會提供法律或稅務意見。**建議**你自行取得與你的賬戶有關及適用於你的任何(不論是澳門或其他司法管轄區的)稅務責任的有關意見。”

A new Clause 10.1 (g) is added, which shall read as follows: "(g) **any damage, loss or gross-up suffered due to our exercise of any of our rights or requirements under these Terms and Conditions, including, but not limited to any disclosures, actions or withholdings under Clause 4**"

新增第 10.1(g)條，內容如下：“**因執行本條款及條件內任何我行的權利及要求，包括但不限於按第 4 條作出披露、行動或扣繳所造成的任何損害、損失或合共損失。**”

A new Clause 17.2 is added, which shall read as follows: "17.2 **You agree that we may terminate your account upon giving of 14 days' notice where (i) we are required to do so in accordance with any local or foreign legal or regulatory provisions to which we, 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) you refuse to provide or update, upon request, any documents or information pursuant to Clause 3.1 of the These Terms and Conditions; or (iii) you refuse, withhold or withdraw any of the consents and/or representations made to us under these Terms and Conditions, including, but not limited to the consents set out in Clauses 4, 12, 18 and the Personal Data Statement that is a part of these Terms and Conditions.**"

新增第 17.2 條為：“17.2 **你同意我行有權經過 14 天的提前通知，在以下情況下終止你的賬戶：(i) 根據可能或已在法律上或自發地約束本行及/或本行集團公司的當地或外地法律、規定或自願性安排規定，本銀行可能或必須按照任何當地或外地法律或監管規定作出時；(ii) 在作出要求時，你拒絕按照本條款及條件第 3.1 條提供或更新任何文件或資料時；或 (iii) 你拒絕、拒絕給予或撤回**

按照本條款及條件向本行作出的任何同意及/或陳述，包括但不限於作為此本條款及條件一部分的收集個人資料聲明內第 4 條、第 12 條及第 18 條所規定的同意。”

Clauses 17.2, 17.3 and 17.4 are respectively renumbered as Clause 17.3, 17.4 and 17.5.

第 17.2 條、第 17.3 條及第 17.4 條將分別地重編為第 17.3 條、第 17.4 條及第 17.5 條。

A new Clause 18.1 (j) is added, which shall read as follows: **“(j) you represent and declare that you have obtained express consent from any other person(s) holding your account with you to the sharing of their information in accordance with and for the purposes of Clause 4.5 of these Terms and Conditions, that you obtained their express waiver of our Bank and Bank Group Company's bank secrecy duties regarding their information for the purposes of their disclosure to any local or foreign public or private entities, authorities or regulators, including, but not limited to local or foreign regulators and/or foreign tax authorities, that you have obtained their consent to any withholdings in accordance with Clause 4.6 of these Terms and Conditions (to the extent that they may be determined to apply to said person(s)) and that you have obtained their unequivocal consent to the sharing of their personal data for the purposes set out in Personal Data Statement that is a part of these Terms and Conditions, and you agree to inform us immediately if you have failed or ceased to obtain any such consents and/or waivers.”**

新增第 18.1(j)條為：**“(j) 你作出如下陳述及聲明：你已取得持有你賬戶的任何其他人士的明示同意，以根據及為着本條款及條件第 4.5 條分享你們的資訊；你已取得他們的明示免除，以免除本行及任何本行集團公司關於向任何當地或外地的公共或私人機構、機關或監管者（包括但不限於當地或外地的監管者及/或外地的稅務機構）披露其資料的銀行保密處理責任；你以取得他們的同意以根據本條款及條件第 4.6 條作出任何扣繳（直至適用於這些人士的範圍）及你以取得他們的明確同意以按照作為本條款及條件一部分的收集個人資料聲明的目的而分享他們的個人資料。而你亦同意當你未能取得或終止得到任何有關同意及/或免除時，將立即通知本行。”**

A new Clause 18.2 (e) is added, which shall read as follows: **“(e) you represent and declare that you have obtained express consent from all partners, managers and directors to provide their personal data, and that you have obtained their unequivocal consent to the sharing of their information in accordance with and for the purposes of Clause 4.5 of these Terms and Conditions, that you obtained their express waiver of our Bank and any Bank Group Company's bank secrecy duties regarding their information for the purposes of their disclosure to any local or foreign public or private entities, authorities or regulators, including, but not limited to local or foreign regulators and/or local or foreign tax authorities, that you have obtained their consent to any withholdings in accordance with Clause 4.6 of these Terms and Conditions (to the extent that they may be determined to apply to said person(s)) and that you have obtained their unequivocal consent to the sharing of their personal data for the purposes set out in Personal Data Statement that is a part of these Terms and Conditions, and you agree to inform us immediately if you have failed or ceased to obtain any such consents and/or waivers.”**

新增第 18.2(e)條為：“(e) 你作出如下陳述及聲明：你已取得所有合伙人、管理人及董事的明示同意，以提供他們的個人資料；你已取得他們的明確同意，以根據及為着本條款及條件第 4.5 條分享他們的資訊；你已取得他們的明示免除，以免除本行及任何本行集團公司關於向任何當地或外地的公共或私人機構、機關或監管者（包括但不限於當地或外地的監管者及/或當地或外地的稅務機構）披露其資料的銀行保密處理責任；你已取得他們的同意以根據本條款及條件第 4.6 條作出任何扣繳（直至適用於這些人士的範圍）及你以取得他們的明確同意以按照作為本條款及條件一部分的收集個人資料聲明的目的而分享他們的個人資料。而你亦同意當你未能取得或終止得到任何有關同意及/或免除時，將立即通知本行。”

Clause 18.3 is amended to read as follows: "18.3 If you hold your account for another person, **or are acting as guarantor, beneficial owner, designated account holder, payee of a designated payment, a representative, agent or nominee, or any trustee, settler or protector of a trust for another person, you represent and declare that you have obtained express consent from any such persons with whom you may have a relevant relationship for the purposes of your account and our services to provide their personal data, and that you have obtained their unequivocal consent to the sharing of their information in accordance with and for the purposes of Clause 4.5 of these Terms and Conditions, that you obtained their express waiver of our Bank and any Bank Group Company's bank secrecy duties regarding their information for the purposes of their disclosure to any local or foreign public or private entities, authorities or regulators, including, but not limited to local or foreign regulators and/or local or foreign tax authorities, that you have obtained their consent to any withholdings in accordance with Clause 4.6 of these Terms and Conditions (to the extent that they may be determined to apply to said person(s)) and that you have obtained their unequivocal consent to the sharing of their personal data for the purposes set out in Personal Data Statement that is a part of these Terms and Conditions, and you agree to inform us immediately if you have failed or ceased to obtain any such consents and/or waivers. Furthermore, you accept joint and several, personal responsibility in relation to your account, in addition to the responsibility of that other person. You confirm that you are fully authorized to open, operate and close the account. You will indemnify us against any liability, reasonable loss or expense arising from any transaction involving the account.**"

第 18.3 條修訂為：“18.3 假如你代另一位人士持有賬戶、或作為保證人、受益所有人、指定賬戶持有人、指定款項收款人、代名人、中介人或被委任人、或另一人信託中的受託人或保管人，你作出如下陳述及聲明：你已取得與你具有相關關係的人士的明確同意，為着你的賬戶及本行的服務以根據及為着本條款及條件第 4.5 條分享他們的資訊；你已取得他們的明示免除，以免除本行及任何本行集團公司關於向任何當地或外地的公共或私人機構、機關或監管者（包括但不限於當地或外地的監管者及/或當地或外地的稅務機構）披露其資料的銀行保密處理責任；你以取得他們的同意以根據本條款及條件第 4.6 條作出任何扣繳（直至適用於這些人士的範圍）及你以取得他們的明確同意以按照作為本條款及條件一部分的收集個人資料聲明的目的而分享他們的個人資料。而你亦同意當你未能取得或終止得到任何有關同意及/或免除時，將立即通知本行。此外，你除了須承擔該名人士對於賬戶的責任外，也須共同及個別接納對於你賬戶的個人責任。你須確認你獲全面授權開立、操作及結束該賬戶。你須彌償本行涉及該賬戶的任何交易所產生的任何負擔、合理損失或開支。”

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訂：“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 as Clause 2 and is 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.**"*

原文第 1 條被重編為第 2 條及修訂為: "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 as Clause 4.

第 3 條被重新編號為第 4 條。

Clause 4 is renumbered as Clause 5 and is 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. "**

第 4 條被重編為第 5 條及修訂為：“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法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 as Clause 6 and is 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."**

第 5 條被重編為第 6 條及修訂為：“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及數據處理有關服務的第三者服務供應商；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。”

Clause 6 is renumbered as Clause 7.

第 6 條被重編為第 7 條。

Clause 7 is renumbered as Clause 8.

第 7 條被重編為第 8 條。

Clause 8 is renumbered as Clause 9.

第 8 條被重編為第 9 條。

A new Clause 10 is added, shall read as follows: "10. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

Branch Operations Department

Industrial and Commercial Bank of China (Macau) Limited

17/F ICBC Tower, Macau Landmark, 555 Avenida da Amizade, Macau"

新增第 10 條為： “10. 接受查閱資料、更正資料、查閱相關政策及操作及類似資訊請求的部門為：

分行運作部

中國工商銀行(澳門)股份有限公司

澳門友誼大馬路 555 號澳門置地廣場工銀（澳門）中心 17 樓”

Clause 9 is renumbered as Clause 11.

第 9 條被重編為第 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 the account closing procedure.

閣下於生效日後保留/繼續使用 閣下的賬戶， 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， 閣下可到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異， 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