

Notice to Customers relating to Customers' Data

- a) From time to time, it is necessary for customers to supply Banco Comercial de Macau (or “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 services.
- b) Failure to supply such data may result in the Bank being unable to open/continue accounts, establish/continue banking facilities or provide banking services.
- c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- d) The purposes for which data relating to a customer may be used by the Bank or the recipient of such data are as follows: -
 - 1. the daily operation of the services, including ATM cards services and credit facilities provided to customers;
 - 2. conducting credit checks;
 - 3. creating and maintaining the Bank’s credit scoring models;
 - 4. assisting other financial institutions, credit or charge card issuing companies and debt collection agents to conduct credit checks and collect debts;
 - 5. ensuring ongoing credit worthiness of customers;
 - 6. designing financial services or related products for customers' use;
 - 7. marketing services or products of the Bank and/or selected companies;
 - 8. determining the amount of indebtedness owed to or by customers;
 - 9. collection of amounts outstanding from customers and those providing security for customers' obligations;
 - 10. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participations;
 - 11. complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - a. any law binding or applying to it within or outside the Macau Special Administrative Region (“Macau”) existing currently and in the future;
 - b. any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Macau existing currently and in the future;
 - c. any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - 12. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group companies and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - 13. agreements between the Bank and the US Internal Revenue Service (IRS) pursuant to or in connection with “Foreign Account Tax Compliance Act” (referred to as “FATCA”); and
 - 14. purposes relating thereto.
- e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d): -
 - 1. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - 2. any branch, subsidiary, holding company, associated company or affiliate of the Bank and of its holding company;
 - 3. any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - 4. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - 5. credit reference agencies, and, in the event of default, to debt collection agencies;
 - 6. any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank, its holding company or any of its branches or under and for the purposes of any guidelines

issued by regulatory or tax authorities with which the Bank, its holding company or any of its branches are expected to comply;

7. any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer;
 8. any insurance company or agent, broker, merchant or other business partners of the Bank;
 9. any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 10. (a) the information is collected and may be kept by the Bank for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported to Financial Services Bureau or other designated supervisory authorities of the Government of the Macau Special Administrative Region and exchange with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under respective laws of Macau SAR;
 11. any person to whom the Bank or any of its local or overseas subsidiaries (collectively "the Bank") for the purpose of implementation of the "Foreign Account Tax Compliance Act" (referred to as "FATCA") to disclose, report, or share the customer(s)' U.S. Taxpayer Identification No. (TIN), personal identification information, and the information relating to the account(s) with the US Internal Revenue Service (IRS) and Financial Services Bureau of Macau Special Administrative Region to establish the customer(s)' tax liability in the relevant jurisdiction; and
 12. operators or participants of ATM terminals or Electronic Fund Transfer Point of Sale terminals through which a banking transaction may be effected.
- f) Under and in accordance with the terms of the Decree law, Personal Data Protection (the "Law"), any individual customer:-
1. has the right to check whether the Bank holds data about him and the right of access to such data;
 2. has the right to require the Bank to correct any data relating to him which is inaccurate;
 3. has the right to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank.
- g) In accordance with the terms of the Law, the Bank has the right to charge a reasonable fee for the processing of any data access request by any individuals pursuant to the Law.
- i) 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 as follows:-
- The Data Protection Officer
Banco Comercial de Macau
Avenida da Praia Grande No.572
Macau
Tel: (853) 8791 0669
Fax: (853) 2859 5817
- j) The expression "Customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). Credit means consumer and commercial credit (including Hire Purchase and Leasing) and the words credit data shall be construed accordingly. All references to one gender is a reference to all other genders and the singular includes the plural.
- k) Nothing in the Notice shall limit the rights of individual customers under any Law or any industry code.

(The content of this notice is subject to change by the Bank without prior notice. In case of conflict, the Chinese version shall prevail.)

July 2017