

恒生銀行有限公司澳門分行（「銀行」）

致各客戶及其他個別人士

關於澳門特別行政區之私穩及保密法律條文之通知（「法律條文」）

1. 客戶及其他個人(包括但不限於銀行 / 財務服務及銀行融資 / 信貸便利的申請人，為銀行融資 / 信貸便利而提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、控制人、職員及管理人員、合夥商的合夥人或合夥成員、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士，而該關係關乎客戶及銀行的關係) (統稱「資料當事人」)，就各項事宜例如申請開立或延續戶口、建立或延續銀行融資/ 信貸便利、要求銀行提供有關銀行/財務服務時、或遵守任何法律或監管或其他機構所發出的指引，需不時向銀行提供有關資料。
2. 若未能向銀行提供有關資料，會導致銀行無法批准開立或延續戶口，建立或延續銀行融資/ 信貸便利或提供有關銀行/財務服務或遵守任何法律或監管或其他管構所發出的指引。
3. 銀行亦會從以下各方收集資料：(i) 資料當事人與銀行日常業務往來中（例如資料當事人開出支票、存款或申請信貸時）、(ii) 代表資料當事人行事的人士提供資料當事人的資料，及 (iii) 其他來源（例如從信貸資料服務機構獲取資料）。資料亦可能與銀行或任何滙豐集團成員（「滙豐集團」一併及分別地指滙豐控股有限公司，其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義）可獲取的其他資料組合或產生。
4. 資料當事人的有關資料可能會作下列用途：
  - (i) 考慮產品及服務申請及向資料當事人提供銀行／財務產品、服務和銀行融資／信貸便利之日常運作；
  - (ii) 審批、管理、執行或提供服務或資料當事人要求或授權的任何交易；
  - (iii) 向資料當事人及為資料當事人債務提供擔保或抵押的人士追收任何欠款或未清繳金額；
  - (iv) 進行信用檢查（包括但不限於個人信貸（包括按揭貸款）申請及於每年一次或多於一次的定期或特別信貸複核），及獲取或提供信貸資料；
  - (v) 協助其他金融機構進行信用檢查及追討欠債；
  - (vi) 確保資料當事人維持可靠信用；
  - (vii) 為資料當事人設計銀行/ 財務服務或有關產品；
  - (viii) 為銀行及/ 或特選公司推廣服務或產品；
  - (ix) 確定銀行對資料當事人或資料當事人對銀行的負債額；
  - (x) 行使或保衛銀行的權利或滙豐集團成員的權利；
  - (xi) 遵守銀行或滙豐集團的內部營運要求（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
  - (xii) 設立及維持銀行的信貸和風險相關準則；
  - (xiii) 向資料當事人促銷、設計、改善或推廣服務或相關產品及進行市場調查；

- (xiv) 遵守銀行或其總行或其任何分行或任何滙豐集團成員根據以下須或預期會遵守的任何責任、要求或安排（不論強制或自願性質）：
- (a) 任何法律或合規責任；
  - (b) 任何權力機關提供或發出的任何守則、內部指引、指引或指導；
  - (c) 與任何對滙豐集團整體或任何部分具有司法權限的權力機關現在或將來訂立的任何合約或其他承諾；或
  - (d) 權力機關之間的任何協議或條約；
- (xv) 遵守滙豐集團為符合制裁或預防或偵測金融罪行的任何方案就於滙豐集團內分享資料及資訊或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排；
- (xvi) 進行金融罪行風險管理活動；
- (xvii) 遵守合規責任；
- (xviii) 使銀行的實質或建議承讓人、或銀行對資料當事人權益的參與人或附屬參與人能對有關擬進行的轉讓、參與或附屬參與的交易作出評核；
- (xix) 維持銀行或滙豐集團與客戶的整體關係；
- (xx) 為任何用途（不論是否有意對資料當事人採取不利行動）而把資料當事人資料與銀行或滙豐集團持有的任何資料進行核對；
- (xxi) 與接受由銀行發出的信用卡的商號（下稱「各商號」）及獲銀行提供聯營 / 合營 / 會員專享信用卡的服務的機構（下稱「各聯營機構」）交換資料；及
- (xxii) 與任何上述相關或有連帶關係的用途。

為本第 4 段的目的：

「權力機關」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理；

「合規責任」指滙豐集團要遵守下列各項的責任：(a)任何法律或國際指引及內部政策或程序，(b)權力機關的任何要求或法律下申報、披露或其他責任，及(c)要求滙豐集團核實其客戶身分的法律；

「金融罪行」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或違反，或規避或違反有關此等事宜的任何法律的任何行為或意圖；

「金融罪行風險管理活動」指銀行或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動；

「法律」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於銀行或滙豐集團成員的協議或條約。

5. 資料當事人同意銀行或滙豐集團成員會將資料當事人的資料保密，但資料可能被傳送至位於香港或任何其他地方（包括但不限於美國及/或英國）之銀行之總行及/或分行或任何滙豐集團成員使用；而且銀行、其總行及/或分行或滙豐集團成員可能會將有關資料提供予下列各方（不論於澳門境內或境外）作第 4 段所述的用途：
- (i) 任何滙豐集團成員；
  - (ii) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問）；
  - (iii) 任何提供行政、電訊、電腦、付賬、債務追討或證券結算或其他與銀行業務運作有關服務的第三方服務供應商（包括但不限於代理人和承包商）（並包括彼等的僱員、董事及職員）；
  - (iv) 任何權力機關，包括但不限於就外國賬戶稅務合規法案有關目的作申報；
  - (v) 代表資料當事人的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、資料當事人擁有證券權益的公司（如該等證券由銀行或任何滙豐集團成員代資料當事人持有），或向資料當事人的戶口作出任何付款的人士；
  - (vi) 任何對銀行有保密責任的人士，包括就有關資料對銀行有保密承諾的滙豐集團成員或各商號或各聯營機構；
  - (vii) 付款銀行向出票人提供已兌現支票的副本（該副本可能載有關於收款人的資料）；
  - (viii) 就或有關收購服務權益及承擔服務風險的任何一方；
  - (ix) 如有欠帳，任何收數公司；
  - (x) 任何信貸調查機構或征信機構，以獲取或提供信貸資料或銀行證明書；
  - (xi) 任何其他第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
  - (xii) 任何慈善或非牟利機構；
  - (xiii) 任何向資料當事人提供資產管理服務的第三方基金經理；
  - (xiv) 任何銀行向其提供介紹或轉介的介紹經紀；
  - (xv) 任何第三方獎賞、年資、合作品牌及優惠計劃供應商，及任何銀行或任何滙豐集團成員之合作品牌夥伴（在申請有關服務及產品（視乎情況而定）時會提供該等合作夥伴名稱）；
  - (xvi) 銀行或其總行或其任何分行或任何滙豐集團成員就有關第 4 (xiv)、4 (xv) 或 4 (xvi) 段所載目的而有責任或必須或被預期向其作出披露的任何人士；
  - (xvii) 銀行的任何實際或建議承讓人，或就銀行對資料當事人權益的參與人或附屬參與人或受讓人；
  - (xviii) 特選公司，目的在於通知資料當事人有關銀行認為適合資料當事人的服務資料；及
  - (xix) 涉及銀行或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方。

6. 請注意，任何資料當事人均有權：

- (i) 查核銀行是否持有其個人的資料及有權查閱有關的資料；
- (ii) 要求銀行對其不準確的個人資料作出更正；
- (iii) 查悉銀行對有關資料的政策及實務，並獲知銀持有其個人資料的類別；及
- (iv) 在涉及客戶信貸的情況下，要求銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露，及獲銀行提供進一步資料，藉以向有關信貸資料服務機構或債務追收代理提出查閱及改正資料要求。

7. 銀行可就處理任何資料查閱的要求收取合理費用。

8. 任何關於資料查閱或資料更正，或關於資料政策及實務或資料種類等要求，應向下列人士提出：

恒生銀行有限公司澳門分行

澳門南灣湖景大馬路 810 號財神商業中心 11 樓 E-H 室

電話：(853) 8598 7000

傳真：(853) 2833 0612

9. 本通知不會限制資料當事人在法律條文下所享有的權利。

生效日期：2015 年 12 月 28 日

\* 註：中文本與英文本如有歧義，概以英文本為準。

Hang Seng Bank Limited, Macau Branch (the "Bank")

**Notice to Customers and Other Individuals relating to the Privacy and Secrecy Legal Provisions in the Macau SAR (the "Legal Provisions")**

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide banking/financial services or to comply with any laws, guidelines or requests issued by regulatory or other authorities.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, and (iii) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "member of the HSBC Group" has the same meaning).
4. The purposes for which data relating to data subjects may be used are as follows:
  - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
  - (ii) approving, managing, administering or effecting services or any transactions that data subjects request or authorize;
  - (iii) collecting any amounts due and outstanding from data subjects and from those providing guarantee or security for the data subjects' obligations;
  - (iv) conducting credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which may take place one or more times each year) and obtaining or providing credit references;
  - (v) assisting other financial institutions to conduct credit checks and collect debts;
  - (vi) ensuring the ongoing credit worthiness of data subjects;
  - (vii) designing banking/financial services or related products for data subjects' use;
  - (viii) marketing services or products of the Bank and/ or selected companies;
  - (ix) determining the amount of indebtedness owed to or by data subjects;
  - (x) enforcing or defending the Bank's rights or a member of the HSBC Group's rights;

- (xi) meeting internal operational requirements of the Bank or the HSBC Group (including credit and risk management, system or product development and planning, insurance audit and administrative purposes);
- (xii) creating and maintaining the Bank's credit and risk related models;
- (xiii) marketing, designing, improving or promoting Services or related products to the data subject and conducting market research;
  
- (xiv) complying with any obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its head office or branches or any member of the HSBC Group is expected to comply according to:
  - (a) any Laws or Compliance Obligations;
  - (b) any code, internal guidelines, guidelines or guidance given or issued by any Authorities;
  - (c) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
  - (d) any agreement or treaty between Authorities;
- (xv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- (xvi) conducting Financial Crime Risk Management Activity;
- (xvii) meeting Compliance Obligations;
- (xviii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xix) maintaining the Bank's or the HSBC Group's overall relationship with the data subject;
- (xx) matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the data subject);
- (xxi) exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity"); and
- (xxii) any purposes relating or incidental to any of the above.

For the purpose of this paragraph 4:-

“Authorities” includes any local or foreign judicial, administrative, public or regulatory body, any government, any tax authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group;

“Compliance Obligations” means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers;

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or violations, or any acts or attempts to circumvent or violate any Laws relating to these matters;



“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the HSBC Group may take; and

“Laws” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

5. The data subject expressly agrees that, while data held by the Bank or a member of the HSBC Group relating to data subjects will be kept confidential, it may be transferred to and used by the Bank’s head office and/or branches or any member of the HSBC Group in Hong Kong or elsewhere, including, but not limited to the United States of America and/or the United Kingdom, and the Bank, the Bank’s head office and/or branches or a member of the HSBC Group may provide such information to the following parties (whether within or outside Macau SAR) for the purposes set out in paragraph 4:
- (i) any member of the HSBC Group;
  - (ii) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - (iii) any third party service provider, including but not limited to agents and contractors, 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 (and including their employees, directors and officers);
  - (iv) any Authorities, including, but not limited to, reporting for purposes relating to the Foreign Account Tax Compliance Act;
  - (v) any persons acting on behalf of the data subject, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the data subject has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group for the data subject) or a person making any payment into the data subject’s account;
  - (vi) any other person under a duty of confidentiality to the Bank including a member of the HSBC Group or a merchant or an affinity entity which has undertaken to keep such information confidential;
  - (vii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (viii) any party acquiring interest in, or assuming risk in, or in connection with, the services;
  - (ix) any debt collection agencies, in the event of default;
  - (x) any credit reference agencies or credit bureaus, for obtaining or providing credit or bankers’ references;
  - (xi) any other third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (xii) any charitable or non-profit making organisations;
  - (xiii) any third party fund manager who provides asset management services to the data subject;
  - (xiv) any introducing broker to whom the Bank provides introductions or referrals;
  - (xv) any third party reward, loyalty, co-branding and privileges programme providers, and any co-branding partners of the Bank or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant services and products, as the case may be);



- (xvi) any person to whom the Bank or any of its head office or branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(xiv), 4(xv) or 4(xvi);
- (xvii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects;
- (xviii) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to data subjects; and
- (xix) any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group.

6. Please note that any data subject has the right:

- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) 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; and
- (iv) in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

7. The Bank shall be entitled to charge a reasonable fee for the processing of any data access request.

8. 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:-

Hang Seng Bank Limited, Macau Branch

Units E-H, 11/F, Fortuna Business Centre,

No.810 Avenida Panoramica Do Lago Nam Van, Macau

Telephone: (853) 8598 7000

Fax: (853) 2833 0612

9. Nothing in this Notice shall limit the rights of data subjects under the Legal Provisions.

Effective Date: 28 December 2015

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.