

NOTICE ON PERSONAL DATA PROTECTION ACT

Dear Customer,

With the recent enactment of the Personal Data Protection Act 2012 (**PDPA**), we are required to ensure that we have the necessary arrangements in place to comply with the requirements of the PDPA to protect personal data. PDPA regulates the collection, use and storage of personal data of individuals. The terms and conditions stipulated in this notice shall form part of the terms and conditions governing your relationship with INDIAN BANK, SINGAPORE, with effect from 2nd July 2014 (**Effective Date**).

Personal Data

Personal data includes any data that can be used to identify a natural person such as an Individual's name, NRIC, passport or other identification number, telephone numbers, address, email address and any other information that is or may be collected by us through establishment or continuation of banking facilities, accounts, services, provision of credit facilities or any other services to customers.

Purpose

INDIAN BANK, SINGAPORE will use your Personal Data for one or more of the following purposes and any other directly related purposes (collectively, the **Purposes**) and you hereby agree and consent to such use for such Purposes:

- a. Processing your enquiries and application for account opening, products and services by the bank;
- b. Providing you with the products and/or services of the bank, the entry into and/or performance of any transactions with the bank, and the facilitation of any of the foregoing;
- c. administering and/or managing your relationship and/or account(s) with us (including the outsourcing of any related functions to authorised service providers who provide operational services to the bank including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing, business continuity, and records, document and print management);
- d. carrying out your instructions or responding to any enquiries by you;
- e. carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, 'know-your-customer', anti-money laundering and countering financing of terrorism), that may be required by law or that may have been put in place by the bank;
- f. dealing in any matters relating to the products and/or services offered or provided by the bank under the agreement(s) between you and the bank (including the printing and mailing of correspondence, statements, confirmations, advices, information, reports or notices to you, which could involve disclosure of certain Personal Data to bring about delivery of the same as well as on the external cover of envelopes/ mail packages);
- g. the recovery of any and all amounts owed to the bank;

- h. the process of reviewing and approving the account(s), and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
- i. preventing, detecting and investigating crime, fraud, misconduct, any unlawful action or omission, whether relating to your application or any other matter relating to your account(s), and whether or not there is any suspicion of the aforementioned;
- j. managing the bank's business operations, and complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the bank, including those relating to regulatory review and/or oversight, auditing (whether internal or external), finance and accounting, IT systems, data and website hosting, training, testing, business continuity, and records, documents and print management;
- k. Processing and/or storing information related to your relationship;
- l. the daily operation of the account, investment or other services, credit facilities or accommodation provided to customers of the Bank;
- m. conducting checks with the Do Not Call Registry;
- n. determining the amount of indebtedness owed to or by an Individual;
- o. monitoring and recording of telephone calls for quality, training and security purposes;
- p. disclosing details to remittances and wire transfers (including with limitation, the personal data of the originating customer or remitter); and/or
- q. complying with the obligations, requirements or arrangements for disclosing and using data that apply to INDIAN BANK, SINGAPORE or any member of the IB Group or that it is expected to comply according to:
 - (i) any law, regulation or by-law binding or applying to INDIAN BANK, SINGAPORE or any member of the IB Group within or outside Singapore existing currently and in the future;
 - (ii) any guidelines or guidance, codes, directives, rules, circulars or such other document (whether or not having the force of law) 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 Singapore existing currently and in the future; and/or
 - (iii) 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 INDIAN BANK, SINGAPORE or any member of the IB Group 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

Disclosure

Personal Data held by INDIAN BANK, SINGAPORE relating to you may be provided to the following third parties, whether located within or outside Singapore, but and only for the Purposes described above (**Disclosure**) and you hereby acknowledge and consent to such Disclosure:

- a. to and between members of the IB Group, and their respective employees, officers and agents;

- b. to INDIAN BANK, SINGAPORE's auditors, legal, tax and/or other professional advisers, consultants, and insurers;
- c. any contractor or third party that provides administrative, telecommunications, computer, payment, securities clearing or depository, settlement, custodian, professional or other directly related services selected or used by INDIAN BANK, SINGAPORE or any member of the IB Group in relation to the operation of its business, telecommunication companies, data processing companies and information technology companies;
- d. to any financial institution including without limitation, correspondent and remittance institutions with which you may have dealings with;
- e. to any person who is entitled to demand or request you to make disclosure;
- f. to any credit reference agencies and in the event of default, to any debt collection agent appointed by INDIAN BANK, SINGAPORE, as INDIAN BANK, SINGAPORE may, in its absolute discretion, deem necessary or expedient and notwithstanding that such information may be transmitted out of the jurisdiction in respect of which it was supplied and the laws concerning confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred;
- g. to any person to whom you or INDIAN BANK, SINGAPORE or any member of the IB Group is under an obligation or otherwise required to make disclosure under the requirements of any local or foreign law, regulation or by-law binding on or applying to INDIAN BANK, SINGAPORE or any member of the IB Group or with which INDIAN BANK, SINGAPORE or any member of the IB Group are expected to comply, or for any disclosure under and for the purposes of any guidelines or guidance, code, directives, rules, circulars or such other document (whether or not having the force of law) given or issued by any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies with which are applicable to INDIAN BANK, SINGAPORE or any member of the IB Group or with which INDIAN BANK, SINGAPORE or any member of the IB Group are expected to comply;
- h. to any credit bureau and parties to whom such credit bureau is permitted to disclose the same information for the purpose of the assessment of the creditworthiness of any persons;
- i. to a person whom INDIAN BANK, SINGAPORE believes in good faith to be you or the appointed attorney, representative or authorized signatories or otherwise any authorized person;
- a. to a person or a class of persons specified in the second column of the Third Schedule to the Banking Act, Chapter 19 of Singapore (as may be amended or revised from time to time) (**Banking Act**);
- b. to your executor or administrator and their legal advisers;
- c. to any person in connection with any dispute resolution where a dispute resolution centre and/or its representatives are investigating, dealing, adjudicating or mediating any complaint, query, dispute or claim in connection with you;
- d. to any person under a duty of confidentiality to INDIAN BANK, SINGAPORE which has undertaken to keep such information confidential;
- e. to any person to whom disclosure is permitted or required by any statutory provision or law;
- f. to any permitted assigns;
- g. to INDIAN BANK, SINGAPORE' successors in title;
- h. to any person with your express consent; and/or
- i. to any local or foreign regulatory body, governmental agency, statutory board, ministry departments or other government bodies and/or its office.

Retention

The Personal Data collected by INDIAN BANK, SINGAPORE shall be retained as long as the purpose for which it was collected remains and until it is no longer necessary for any other legal or business purposes.

You may withdraw your consent given for the use or Disclosure of your Personal Data for any or all Purposes in writing. We will inform you at the relevant time if your withdrawal of consent, depending on the circumstances and the nature/extent of your withdrawal, would result in INDIAN BANK, SINGAPORE being unable to perform or provide any banking facilities, accounts, services or accommodation and hence may be considered a termination of any contractual relationship that you may have with us, and/or a breach of your contractual obligations or undertakings, and our legal rights and remedies in such event are expressly reserved.

For the avoidance of doubt, should the PDPA allow for an organization such as INDIAN BANK, SINGAPORE to collect, use or disclose your Personal Data without the need for your consent, such permission granted by the law shall continue to apply.

You hereby acknowledge and agree that the signing of the application forms, the account opening documents and/or the PDPA Consent Form shall constitute and be deemed to be sufficient written permission for any such disclosure by INDIAN BANK, SINGAPORE whereby your written permission is required by law or otherwise.

You may submit a request for access to your Personal Data or for making correction to your Personal Data stored with us or for obtaining any information regarding our policies and practices and kinds of Personal Data held by us to:

Data Protection Officer
Indian Bank
3 Raffles Place
Bharat Building
Singapore 048617
Email: ibgl@indianbanksingapore.com.sg

INDIAN BANK, SINGAPORE has the right to charge a reasonable fee for the processing of any data access request.

Under these terms, "IB Group" means any subsidiaries, related companies, holding companies, branches, head office, representative offices, associated companies of Indian Bank or any entity (whether or not corporate) owned wholly or partly by any of the aforesaid, and their respective employees, officers and agents, and includes their respective successors and assigns.

The terms set out in this Notice shall be effective on and from the Effective Date. In the event of any inconsistencies between the terms set out in this Notice and the General Terms and Conditions, the terms of this Notice shall prevail.