

TERMS AND CONDITIONS RELATING TO GIRO PAYMENT

1. "The Bank" means MUFG Bank, Ltd., Singapore Branch.
2. The Bank is not obliged to effect payment if my/our account does not have sufficient funds to meet it or to meet payment of all charges, fees or other sums payable by me/us to the Bank. In such case, you are authorised to debit my/our account for all bank charges.
3. On the date of effecting payment, the Bank reserves the right to determine the priority of this payment order against cheque presented or any other existing arrangements made with the Bank.
4. The Bank may terminate this instruction at any time by notice in writing to the applicant at the last address notified to the Bank or without notice at any time after being advised by the beneficiary that no further payment is required.
5. The Bank may collect, use, disclose and/or process personal data (as defined under the Personal Data Protection Act 2012) in connection with the terms and conditions for one or more of the following purposes (to the extent applicable), which we hereby acknowledge and agree to:
 - (a) processing our application with the Bank for any products, facilities and/or services offered pursuant to the terms and conditions or any other agreements from time to time;
 - (b) facilitating, processing, dealing with, administering, managing and/or maintaining our relationship with the Bank, performance of the terms and conditions or any other agreements from time to time and enforcing the Bank's rights and obligations thereunder;
 - (c) carrying out our instructions or responding to any enquiry given by (or purported to be given by) us or on our behalf;
 - (d) communicating with our representatives via phone/voice call, text message, fax message, email and/or postal mail for the purposes of administering and/or managing the relationship between the Bank and us, such as but not limited to processing transactions or administering services or products;
 - (e) performing verification of financial standing through credit reference checks;
 - (f) managing the Bank's infrastructure and business operations and/or to carry out or perform administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing), and business continuity management as well as complying with policies and procedures including those related to auditing, finance and accounting, billing and collections;
 - (g) detecting, preventing and investigating any fraud, bribery, corruption or any act or omission which constitutes violation of any law, carrying out due diligence or other screening activities as required by law or regulations or the Bank's risk management procedures in order to meet the Bank's compliance obligations;
 - (h) complying with any applicable law, governmental or regulatory requirements including meeting the requirements of any guidelines by regulatory authorities (in Singapore or elsewhere), requests or order by any governmental authorities, public agencies, ministries, statutory bodies including but not limited to defending and/or enforcing the Bank's rights and remedies under the law;
 - (i) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve the Bank's products, services and facilities; and
 - (j) storing, hosting, backing up (whether for disaster recovery or otherwise) personal data, whether within or outside Singapore, (collectively, the "Purposes").

The personal data may be collected from sources other than us, and the Bank may thereafter use, disclose and/process such personal data for one or more of the above Purposes. The Bank may disclose the personal data to third parties (located within or outside Singapore) for such third parties to process such personal data for one or more of the above Purposes. Without limiting the generality of the foregoing, such third parties may include: (i) the Bank's parent company, head office, branches, subsidiaries, associated or affiliated organisations, or related corporations; any of the Bank's agents, contractors or third party service providers that may/will collect and/or process our personal data on the Bank's behalf for one or more of the Purposes including but not limited to those who provide administrative or other services to the Bank such as mailing houses, telecommunication companies, information technology companies and data centres, disaster recovery service providers, storage providers and professional advisers; and to any parties pursuant to any law or regulation or court order and any law enforcement agencies or any other regulatory authorities (in Singapore or elsewhere).

By providing to the Bank any personal data related to a third party individual (e.g. information of our guarantors, officers or beneficial owners) to the Bank, we represent and warrant that we are and will be validly acting on behalf of and have the authority of all such third party individuals in providing or to provide his/her personal data to the Bank for the Purposes and for the Bank to disclose the same to third parties as described above, and that the valid consent of that third party has been obtained for the Bank to collect, use and disclose his/her personal data for the Purposes listed above and for the Bank to disclose his/her personal data to third parties as described above.

If we, at any time, have any queries on this policy or any other queries in relation to how the Bank may manage, protect and/or process such personal data, we may contact the Bank's Data Protection Officer at Personal_Data_Protection@sg.muflg.jp.

6. We authorise the Bank and its officers or agents to disclose any information in connection us, our accounts or any financial products/services or proposed financial products/services, whether or not pursuant to any court order or as allowed by any regulation or law (including the Banking Act, Chapter 19 of Singapore), as the Bank deems fit, to (i) its parent company, head or home office, branches, subsidiaries, affiliates and associated/related corporations (wherever situated) as the Bank shall consider appropriate for any such commercial, banking, administrative, funding or business purposes as the Bank deems fit; (ii) any service provider (in Singapore or elsewhere) where required for outsourcing operational, storage, maintenance, administrative and/or other functions of the Bank; (iii) any person to (or through) whom the Bank transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to the terms and conditions; (iv) any person to the extent required by regulation or law (including the Banking Act, Chapter 19 of Singapore); (v) any governmental or regulatory authority or agency if so requested by it in connection with applicable oversight functions of such authority or agency or if otherwise required by law; and (vi) any auditors or other professional advisers to the Bank, in each case provided always that where any such disclosure of personal data to which Parts III to VI of the Personal Data Protection Act 2012 applies, the Bank shall so disclose only for the Purposes listed above.
7. I/We agree to absolve the Bank from any liability whatsoever in respect of any losses, damages and expenses that I/We may suffer or incur as a result of the Bank carrying out the above instructions.