



PRIVACY NOTICE

The protection of personal data furnished by its customers and prospective customers is important to Banco Santander, S. A., Singapore Branch ("**Bank**"). Pursuant to this, the Bank strives to collect, store, use, process and disclose personal data in a manner consistent with the Personal Data Protection Act 2012 ("**PDPA**") as amended and/or supplemented from time to time.

This privacy notice ("**Notice**") outlines the Bank's practices in relation to protecting Personal Data and is without prejudice to any other consent that the Bank has obtained or will obtain in relation to Personal Data. Your use or continued use of any of the Bank's services shall be deemed as your acceptance and agreement to be bound by the provisions of this Notice.

Definition of Personal Data

1. "**Personal Data**" as defined under the PDPA and in this Notice includes any data, whether true or not, about an individual who can be identified from that data or to which the Bank has or is likely to have access, such as the individual's name, date of birth, gender, NRIC, passport or other identification number, telephone numbers, address, email address, biometric data and any other information relating to such individual.

Why does the Bank collect your Personal Data?

2. The Bank collects, uses and discloses Personal Data of your directors, shareholders, beneficial owners, employees, guarantors and authorised representatives ("**Relevant Individual(s)**"), to the extent applicable, in connection with the following purposes:
 - (a) processing your application for any facilities, products and services offered by the Bank (including any third party facilities, products and services);
 - (b) provision of facilities, products and services offered by the Bank (including any third party facilities, products and services), and any other purpose relating thereto, including but not limited to (i) opening or operating any of the Accounts (as defined in the Bank's General Terms and Conditions for Accounts and Other Services as amended and/or supplemented from time to time; (ii) executing investments, banking, commercial or other transactions and requests, including processing, settlement, clearing or reporting on these transactions;
 - (c) preventing, detecting investigating and assisting with the prosecution of crime, offences and breaches including commercial crime, fraud, money-laundering, terrorism financing and bribery;
 - (d) provision of references about you to other financial institutions or other parties;
 - (e) evaluating credit and eligibility profile, including conducting checks with any credit reference agency or other persons, and verifying ongoing creditworthiness;
 - (f) performing internal management, operating control and management information system, carrying out internal audits or enabling the conduct of external audits;

- (g) seeking consultancy, professional or legal advice in connection with performance of the Bank's duties and obligations;
 - (h) addressing or investigating any complaints, claims or disputes, enforcing or defending the rights of the Bank, its employees, officers and directors, contractual or otherwise (including without limitation determining the amount of your indebtedness and collecting amounts outstanding from you to the Bank);
 - (i) carrying out research, planning and statistical analysis and conducting surveys, or analytics for the purposes of (i) considering, promoting, improving and furthering the provision of financial or other services or products to you and (ii) developing or improving our products, services, security, service quality, advertising or customisation strategies;
 - (j) meeting foreign and domestic legal, regulatory and compliance requirements of Banco Santander, S.A. and its head office, branches, representative offices, subsidiaries and affiliates in any jurisdiction ("**Bank Group**"), or complying with any treaty, contractual or other commitment, obligations, requirements, policies, procedures, measures or arrangements or for sharing data and information with or between foreign and domestic governments or authorities applicable to the Bank Group or for sharing data and information within the Bank Group and any other use of data and information in accordance with any programs of the Bank Group and for the purposes thereof (including compliance with sanctions and tax obligations, disclosure to any stock exchange, court, authority or regulator pursuant to relevant guidelines, regulations, orders, guidance or requests, and detecting or preventing money laundering, terrorist financing and other unlawful activities);
 - (k) complying with the financial crime compliance internal policies of the Bank Group, the legal and regulatory obligations of the Bank Group arising from the relevant sanctions, anti-bribery, anti-money laundering and counter terrorism financing laws, regulations, rules and guidelines and the regulatory reporting obligations of the Bank Group to any supervisory authorities;
 - (l) complying with any contractual or other commitment with or between financial self-regulatory bodies, financial industry bodies, associations of financial services providers or other financial institutions applicable to the Bank Group;
 - (m) matching for whatever purpose any Personal Data with other data in the Bank Group's possession, custody or control;
 - (n) facilitating any proposed or actual assignment, transfer, participation or sub-participation in any of the Bank's rights or obligations in respect of your relationship with the Bank; or
 - (o) any other purpose relating to or in connection with the Bank's business or dealings,
- (collectively, the "**Purposes**").

Who may the Bank share your Personal Data with?

4. The Bank is committed to keeping Personal Data held by it confidential. However, in order to carry out the Purposes, the Bank may disclose all Personal Data, whether provided by you or any other person before or after the date of this Notice to any of the following persons wherever located (who may also use, transfer and disclose the same):
- (a) any member of the Bank Group and the related corporations (as defined under the Singapore Companies Act 1967) of Banco Santander, S.A.;
 - (b) any person to whom a member of the Bank Group is under an obligation or otherwise expected or required to make disclosure pursuant to (i) any legal process, (ii) any foreign and domestic legal, regulatory and compliance requirements, or (iii) any treaty or any contractual or other commitment with or between foreign and domestic governments or authorities, financial self-regulatory bodies, financial industry bodies, associations of financial services providers or other financial institutions applicable to the Bank Group;
 - (c) any actual or potential transferee, assignee, participant or sub-participant of the Bank in any of the Bank's rights and/or obligations in relation to the relevant Accounts and/or services offered by the Bank to you;
 - (d) any guarantors, third party pledgors or security providers;
 - (e) any of the Bank's agents, independent contractors and third party service providers (including any persons to whom certain functions or activities of the Bank are outsourced) as well as the respective sub-contractors of any person referred to in this paragraph 4(e) where applicable;
 - (f) any credit bureaus and agencies and any debt collection agencies;
 - (g) any financial institution, processing agent, contractor, service provider or any other person who will be involved in the Bank's operations or in the provision of relevant facilities, products and/or services to you (including remittance transactions or any banking or financial activities);
 - (h) the Bank's professional advisers such as the Bank's auditors and lawyers;
 - (i) (where you utilise any co-branded facility, product or service which is offered by the Bank) the Bank's co-brand partner;
 - (j) (in response to an enquiry in relation to general information regarding the customer's relationship with the Bank) to any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment service providers (wherever situated); and/or
 - (k) any other party to whom you authorise us to disclose the Personal Data to.

How does the Bank protect your Personal Data?

5. Personal Data may be processed, kept, transferred or disclosed in and to any country or jurisdiction as the Bank considers appropriate or necessary, in accordance with applicable laws and regulations for the Purposes. However, it is the Bank's commitment that Personal Data will only be made available on a need-to-know basis, and will continue to be kept confidential and maintained in secure systems by transferees who will be subject to confidentiality obligations. Where Personal Data is transferred to locations that may not have the benefit of privacy and confidentiality laws which are equivalent to the regime in Singapore, the Bank nevertheless commits to procure that transferees undertake to provide a comparable standard of protection to such Information.

What if Personal Data provided by you is incomplete?

6. By providing Personal Data relating to the Relevant Individual(s) to the Bank, you represent and warrant that:
 - (a) the Relevant Individuals are aware of the matters set out in this Notice and that they may have legal rights of access to and correction of information about them which the Bank holds; and
 - (b) the Relevant Individuals have consented to the disclosure of their Personal Data to the Bank and for the use, processing and/or disclosure of their Personal Data by the Bank for the Purposes.
7. You must ensure that at all times the information of the Relevant Individual(s) provided by you to the Bank is correct, accurate and complete, and all changes to the information provided to the Bank shall be updated in a timely manner.
8. It may be necessary for you and/or the Relevant Individual(s) to supply the Bank from time to time with Personal Data for the Bank to comply with applicable laws, regulations, guidelines and/or directives issued by any relevant authority (including the Monetary Authority of Singapore), or by any treaty or agreement that the Bank Group enters into with any relevant authority in any jurisdiction.
9. The Bank's rights under this Notice shall be without prejudice to other rights of collection, use and disclosure available pursuant to the Terms and Conditions or under the PDPA or other applicable laws and regulations, and nothing herein is to be construed as limiting any of these such rights. Please be assured that any use of Personal Data without consent or in reliance of deemed consent as permitted by the PDPA or other applicable laws and regulations will be subject to regulatory safeguards and the Bank's best practices. Where applicable, this may include prior notification to Relevant Individuals and the Bank conducting a prior assessment on any adverse effect on Relevant Individual(s), identifying and implementing reasonable measures to eliminate the adverse effect and reduce the likelihood that the adverse effect will occur and/or mitigating the adverse effect.

What are your personal data protection rights?

10. In general, and subject to certain exemptions, each Relevant Individual is entitled to:
 - (a) enquire whether the Bank holds his or her Personal Data;

- (b) request access to his or her Personal Data that is in the Bank's possession or control within a reasonable time, at a reasonable fee, in a reasonable manner and in a form that is intelligible;
 - (c) request the correction of its Personal Data that is in the Bank's possession or control; and
 - (d) be given reasons if a request for access or correction is refused, and object to any such refusal.
11. If you do not wish for the Bank to use the Personal Data, or disclose such Personal Data for any of the above Purposes, you may, pursuant to the PDPA, withdraw your consent at any time by written notice to the Bank. However, such withdrawal may result in the Bank being unable to open or operate an Account for you or provide the relevant facilities, products and/or services to you.

How long do we keep your personal data?

12. Personal Data is 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 purpose.

Revisions to this Privacy Notice

13. We may amend this Notice at any time, by giving you at least seven business days' prior written notice, provided that where any amendment is required by any law or regulation, such amendment may take immediate effect as stipulated in the notification provided by us to you.

How to contact us

14. You may obtain more details regarding the above by contacting the Bank's Data Protection Officer(s) at the following:

Data Protection Officer
Banco Santander, S.A.
Singapore Branch
50 Collyer Quay #04-04
OUE Bayfront Singapore 049321
Telephone: (65) 6571 6888
Fax: (65) 6222 8987

Please also contact us at the above in relation to any notice of withdrawal of consent to use of Personal Data, any request for access or correction of Personal Data or any enquiry regarding Personal Data protection policies and practices should be directed.

Governing Law

15. This Notice is governed by, and shall be construed in accordance with, the laws of Singapore, and for the benefit of the Bank, you hereby irrevocably submit to the jurisdiction of the courts of Singapore.