

# MSGC Privacy Policy

## Scope of Application

This MSGC Privacy Policy sets out the basic matters or procedures in related to the collection, use and disclosure, etc. of customers' personal data by MITA SECURITES GLOBAL CONSULTING PTE.LTD. ("MSGC") in accordance with the Personal Data Protection Act ("PDPA") and any other applicable laws and regulations. This MSGC Privacy Policy applies to personal data in our possession or under our control, including personal data in the possession of organizations which MSGC have engaged to collect, use, disclose or process personal data for our purposes. Terms used in this Privacy Policy shall have the meanings given to them in the PDPA (where the context so permits).

## COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

1. MSGC will collect personal data if (a) it is provided to MSGC voluntarily by customers directly or via a third party who has been duly authorized by customers to disclose personal data to MSGC (customers' **"authorized representative"**) or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. MSGC shall seek customers' consent before collecting any additional personal data and before using customers' personal data for a purpose which has not been notified to customers (except where permitted or authorized by law).
2. MSGC may collect and use customers' personal data for any or all of the following purposes:
  - (a) performing obligations in the course of or in connection with our provision of the services requested by customers;
  - (b) verifying customers' identity;
  - (c) responding to, handling, and processing queries, requests, applications, complaints, and feedback from customers;
  - (d) managing customers' relationship with MSGC;
  - (e) processing payment or credit transactions;
  - (f) sending customers' marketing information about our services including notifying customers of our marketing events, initiatives and other promotions;
  - (g) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
  - (h) any other purposes for which customers have provided the information;
  - (i) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or

abroad, for the aforementioned purposes; and

(j) any other incidental business purposes related to or in connection with the above.

3. MSGC may disclose customers' personal data:

(a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the services requested by customers; or

(b) to third party service providers, agents and other organizations MSGC have engaged to perform any of the functions listed in clause 2 above for MSGC.

4. The purposes listed in the above clauses may continue to apply even in situations where customers' relationship with MSGC (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable MSGC to enforce our rights under any contract with customers).

### **WITHDRAWING CUSTOMERS' CONSENT**

5. The consent that customers provide for the collection, use and disclosure of customers' personal data will remain valid until such time it is being withdrawn by customers in writing. Customers may withdraw consent and request MSGC to stop using and/or disclosing customers' personal data for any or all of the purposes listed above by submitting customers' request in writing or via email to our Data Protection Officer at the contact details provided below.

6. Upon receipt of customers' written request to withdraw customers' consent, MSGC may require reasonable time (depending on the complexity of the request and its impact on our relationship with customers) for customers' request to be processed and for MSGC to notify customers of the consequences of MSGC acceding to the same, including any legal consequences which may affect customers' rights and liabilities to MSGC. In general, MSGC shall seek to process customers' request within ten (10) business days of receiving it.

7. Whilst MSGC respect customers' decision to withdraw customers' consent, please note that depending on the nature and scope of customers' request, MSGC may not be in a position to continue providing our services to customers and MSGC shall, in such circumstances, notify customers before completing the processing of customers' request. Should customers decide to cancel customers' withdrawal of consent, please inform MSGC in writing in the manner described in clause 5 above.

8. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

### **ACCESS TO AND CORRECTION OF PERSONAL DATA**

9. If customers wish to make (a) an access request for access to a copy of the personal data which MSGC hold about customers or information about the ways in which MSGC use or disclose customers' personal data, or (b) a correction request to correct or update any of

customers' personal data which MSGC hold about customers, customers may submit customers' request in writing or via email to our Data Protection Officer at the contact details provided below.

10. Please note that a reasonable fee may be charged for an access request. If so, MSGC will inform customers of the fee before processing customers' request.
11. MSGC will respond to customers' request as soon as reasonably possible. Should MSGC not be able to respond to customers' request within thirty (30) days after receiving customers' request, MSGC will inform customers in writing within thirty (30) days of the time by which MSGC will be able to respond to customers' request. If MSGC are unable to provide customers with any personal data or to make a correction requested by customers, MSGC shall generally inform customers of the reasons why MSGC are unable to do so (except where MSGC are not required to do so under the PDPA).

## **PROTECTION OF PERSONAL DATA**

12. To safeguard customers' personal data from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, MSGC have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by MSGC, and disclosing personal data both internally and to our authorized third party service providers and agents only on a need-to-know basis.
13. MSGC will also ensure implementation of appropriate security measures at each management phase (acquisition/input, use/processing, retention/storage, transfer/transmission, elimination/disposal) pursuant to the Personal Information Protection Law and other laws and regulations in Japan, as well as financial industry guidelines regarding the protection of personal information in order to protect customers' personal data from loss, damages, and leakage.
14. Customers should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, MSGC strive to protect the security of customers' information and are constantly reviewing and enhancing our information security measures.

## **ACCURACY OF PERSONAL DATA**

15. MSGC generally rely on personal data provided by customers (or customers' authorized representative). In order to ensure that customers' personal data is current, complete and accurate, MSGC may request customers to notify if there are changes to customers' personal data by informing our Data Protection Officer in writing or via email at the contact details provided below.

## **RETENTION OF PERSONAL DATA**

16. MSGC may retain customers' personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
17. MSGC will cease to retain customers' personal data, or remove the means by which the data can be associated with customers, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer

necessary for legal or business purposes.

## **TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE**

MSGC generally do not transfer customers' personal data to countries outside of Singapore. However, if MSGC do so, MSGC will obtain customers' consent for the transfer to be made and MSGC will take steps to ensure that customers' personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

## **DATA PROTECTION OFFICER**

18. Customers may contact Data Protection Officer of MSGC if customers have any enquiries or feedback on MSGC's personal data protection policies and procedures, or if customers wish to make any request, in the following manner:

Name: Yui Haraguchi

E-mail: yharaguchi@mitasec.com

Address: 105 Cecil Street #24-02 The Octagon Singapore 069534

## **EFFECT OF PRIVACY POLICY AND CHANGES TO PRIVACY POLICY**

19. This MSGC Privacy Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of customers' personal data by MSGC.
20. MSGC may revise this MSGC Privacy Policy from time to time without any prior notice. Customers may determine if any such revision has taken place by referring to the date on which this MSGC Privacy Policy was last updated. Customers' continued use of services provided by MSGC constitutes customers' acknowledgement and acceptance of such changes.

Effective date : 1st March 2021