

Privacy Policy

23.1. Bayport shall treat the lead's personal information / data as private and confidential. Nothing about the lead's accounts nor name and address will be disclosed to anyone other than in the following exceptional circumstances:

23.1.1. where Bayport is legally compelled to do so, e.g.: Credit Reference Bureau

23.1.2. where it is in the public interest to disclose such information

23.1.3. where the Bayport's interests require disclosure, e.g.: Employees, Bank and Insurance

23.1.4. where disclosure is made at the Lead's request or with their written consent;

23.1.5. where disclosure to any third party by the Bayport is necessary to enforce collection or recovery of payments due to the Lender following the an agreement between the two parties.

23.1.6. where disclosure to any third party by the Lender is necessary to enforce collection or recovery of the Outstanding Loan Balance of each relevant Loan upon the occurrence of an event of default (as defined in clause 15.3) by them Borrower and/or termination of this Agreement; and

23.1.7. where disclosure to any third party is necessary to enable the Bayport to vet the Leads in terms of credit-worthiness in order to give the Bayport comfort to proceed with execution of an Agreement or any Further Loan Application Form.

23.2. The lead hereby acknowledges and agrees that Bayport may, for the purposes identified in clause 23.1.1 to 23.1.7 above, process the information / data regarding the Lead, including without limitation, the Borrower's personal information.

23.3. Processing of information / data by Bayport as referred to above shall mean, without limitation, any action in connection with the information / data, in particular, the collection, acquisition, recording, audio recording, video recording, organising, storage, alteration, restoration, revocation, use, disclosure, transfer, blocking, combination, destruction, dissemination of the information / data received from the Lead and/or any other third person(s) Remotely or in writing.

23.4. Data processing by Bayport through Remote Channels shall also include recording the Lead's activity on such Remote Channels and the use of such collected data at the discretion of the Lender.

23.5. The Borrower acknowledges and agrees that data processing by Bayport is necessary (i) to consider the Lead's Loan Application Forms; (ii) for the protection of the Bayport's legal interests; and (iii) for other purposes as determined under the Applicable Law.

23.6. If the Applicable Law requires the Lead's consent for the processing of his/her data, any consent given by Bayport electronically and/or materially shall be considered as duly authorised by the Bayport and be binding for the Parties.

23.7. The Lead agrees to the Bayport receiving, including but not limited to, the personal information and/or data on any applicable Remote Channel and agrees to a third party providing such information and/or data to the Bayport for marketing, credit underwriting and/or other commercial purposes considered under these Terms and Conditions.