



KMS LIMITED

A member-owned financial cooperative

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Website: www.kmssacco.co.ke

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Privacy Policy

1. INTRODUCTION

1.1 KMS LIMITED (hereinafter referred to as the "Sacco") is committed to protecting the privacy and security of personal information collected from its members and website visitors.

1.2 This Privacy Policy outlines how the Sacco collects, uses, discloses, and protects personal information in accordance with the Data Protection Act of Kenya and other applicable laws and regulations.

1.3 By applying for membership, using the Sacco's services, or visiting the Sacco's website, individuals acknowledge having read, understood, and agreed to the terms of this Privacy Policy.

2. INFORMATION COLLECTION

2.1 Types of Information Collected

2.1.1 The Sacco collects the following categories of personal information:

(a) **Identification Information:** Including but not limited to full name, national identification number, date of birth, photograph, and signature.

(b) **Contact Information:** Including but not limited to residential address, postal address, email address, and telephone number.

(c) **Financial Information:** Including but not limited to bank account details, M-PESA details, income information, employment details, and credit history.

(d) **Membership Information:** Including but not limited to membership number, account numbers, transaction history, loan applications, and repayment records.

(e) **Online Identifiers:** Including but not limited to IP address, browser type, device information, and cookies when using the Sacco's website or digital platforms.

(f) **Guarantor Information:** Including but not limited to name, contact information, and membership details of individuals who serve as guarantors for loans.

2.2 Methods of Collection

2.2.1 The Sacco collects personal information through the following methods:

- (a) Membership application forms and processes;
- (b) Loan application forms and related documentation;
- (c) Direct correspondence via email, telephone, or in-person interactions;
- (d) Website visits and interactions;
- (e) Transactions conducted with the Sacco;
- (f) Third-party sources, including credit reference bureaus, with the Member's consent; and
- (g) Automated technologies such as cookies and tracking technologies on the Sacco's website.

3. PURPOSES OF INFORMATION COLLECTION

3.1 Primary Purposes

3.1.1 The Sacco collects and processes personal information for the following primary purposes:

- (a) Processing membership applications and maintaining membership records;
- (b) Providing financial services, including savings accounts and loans;
- (c) Processing transactions and maintaining accurate records of Member accounts;
- (d) Assessing creditworthiness and making loan decisions;
- (e) Communicating with Members regarding their accounts, transactions, and Sacco activities;
- (f) Fulfilling regulatory requirements, including Know Your Customer (KYC) and Anti-Money Laundering (AML) obligations;
- (g) Managing the relationship between the Sacco and its Members; and
- (h) Responding to inquiries, requests, and complaints.

3.2 Secondary Purposes

3.2.1 The Sacco may also use personal information for the following secondary purposes:

- (a) Improving and developing the Sacco's services;
- (b) Conducting research and statistical analysis to enhance the Member experience;
- (c) Marketing and promoting the Sacco's services to existing Members;
- (d) Protecting the Sacco's rights and interests; and
- (e) Complying with legal obligations and court orders.

4. LEGAL BASIS FOR PROCESSING

4.1 The Sacco processes personal information based on one or more of the following legal bases:

- (a) **Consent:** Where the Member has given explicit consent for the processing of their personal information for specific purposes;
- (b) **Contractual Necessity:** Where processing is necessary for the performance of a contract with the Member or to take steps at the Member's request before entering into a contract;
- (c) **Legal Obligation:** Where processing is necessary for compliance with a legal obligation to which the Sacco is subject;
- (d) **Legitimate Interests:** Where processing is necessary for the purposes of the legitimate interests pursued by the Sacco or a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Member; and
- (e) **Public Interest:** Where processing is necessary for the performance of a task carried out in the public interest.

5. DATA SHARING AND DISCLOSURE

5.1 Internal Sharing

5.1.1 Personal information may be shared within the Sacco among authorized personnel who require access to such information to fulfill their job responsibilities.

5.2 External Sharing

5.2.1 The Sacco may share personal information with the following external parties:

- (a) **Regulatory Authorities:** Including but not limited to the Sacco Societies Regulatory Authority (SASRA), Central Bank of Kenya, and other government agencies as required by law;
- (b) **Service Providers:** Third-party service providers who assist the Sacco in providing its services, including but not limited to banking partners, payment processors, IT service providers, and auditors;

- (c) **Credit Reference Bureaus:** For credit assessment and reporting purposes;
- (d) **Debt Collection Agencies:** In cases of loan default, as outlined in the Terms and Conditions;
- (e) **Legal Advisors and Courts:** In connection with legal proceedings or in response to a legal process; and
- (f) **Guarantors:** Limited information may be shared with guarantors in connection with loans they have guaranteed.

5.2.2 When sharing personal information with third parties, the Sacco shall:

- (a) Share only the information necessary for the specified purpose;
- (b) Ensure that appropriate data protection agreements are in place; and
- (c) Require third parties to maintain the confidentiality and security of the shared information.

6. CROSS-BORDER TRANSFERS

6.1 The Sacco may transfer personal information to countries outside Kenya where:

- (a) The transfer is necessary for the performance of a contract between the Member and the Sacco;
- (b) The transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Member between the Sacco and another natural or legal person;
- (c) The transfer is necessary for important reasons of public interest;
- (d) The transfer is necessary for the establishment, exercise, or defense of legal claims; or
- (e) The Member has explicitly consented to the proposed transfer after having been informed of the possible risks.

6.2 When transferring personal information across borders, the Sacco shall ensure that:

- (a) The recipient country provides an adequate level of protection for personal information; or
- (b) Appropriate safeguards are in place to ensure the protection of the personal information.

7. DATA SECURITY

7.1 The Sacco implements appropriate technical and organizational measures to protect personal information against unauthorized or unlawful processing and against accidental loss, destruction, or damage, including:

- (a) Encryption of sensitive personal information;
- (b) Implementation of access controls and authentication mechanisms;
- (c) Regular security assessments and audits;
- (d) Staff training on data protection and security practices;
- (e) Physical security measures for premises where personal information is stored; and
- (f) Implementation of data backup and recovery procedures.

7.2 The Sacco regularly reviews and updates its security measures to ensure they remain appropriate to the risks associated with the processing of personal information.

8. DATA RETENTION

8.1 The Sacco shall retain personal information only for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable laws and regulations.

8.2 The specific retention periods for different categories of personal information shall be determined based on:

- (a) Legal and regulatory requirements;
- (b) The nature and sensitivity of the information;
- (c) The potential risk of harm from unauthorized use or disclosure; and
- (d) The purposes for which the information is processed.

8.3 At the end of the applicable retention period, personal information shall be:

- (a) Securely deleted or destroyed;
- (b) Anonymized; or
- (c) Archived with appropriate access restrictions.

9. MEMBER RIGHTS

9.1 In accordance with the Data Protection Act of Kenya, Members have the following rights regarding their personal information:

- (a) **Right to Information:** The right to be informed about the collection and use of their personal information;
- (b) **Right of Access:** The right to request access to their personal information and to receive a copy of the personal information held by the Sacco;

(c) **Right to Rectification:** The right to have inaccurate personal information corrected or completed if it is incomplete;

(d) **Right to Erasure:** The right to have personal information erased in certain circumstances;

(e) **Right to Restrict Processing:** The right to request the restriction or suppression of their personal information in certain circumstances;

(f) **Right to Data Portability:** The right to obtain and reuse their personal information for their own purposes across different services;

(g) **Right to Object:** The right to object to the processing of their personal information in certain circumstances; and

(h) **Rights Related to Automated Decision Making:** The right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning them or similarly significantly affects them.

9.2 To exercise any of these rights, Members may contact the Sacco using the contact information provided in Section 14 of this Privacy Policy.

10. COOKIES AND TRACKING TECHNOLOGIES

10.1 The Sacco's website uses cookies and similar tracking technologies to:

(a) Enhance user experience;

(b) Analyse website usage and performance;

(c) Facilitate website functionality; and

(d) Remember user preferences.

10.2 The types of cookies used on the Sacco's website include:

(a) **Essential Cookies:** Necessary for the website to function properly;

(b) **Preference Cookies:** Enable the website to remember information that changes the way the website behaves or looks;

(c) **Statistical Cookies:** Help understand how visitors interact with the website by collecting and reporting information anonymously; and

(d) **Marketing Cookies:** Used to track visitors across websites to enable the display of targeted advertising.

10.3 Users may control the use of cookies through their browser settings, but disabling certain cookies may affect the functionality of the website.

11. CHILDREN'S PRIVACY

11.1 The Sacco's services are not directed to individuals under the age of eighteen (18), and the Sacco does not knowingly collect personal information from children.

11.2 If the Sacco becomes aware that it has collected personal information from a child without parental consent, it will take steps to delete that information as soon as possible.

12. CHANGES TO THE PRIVACY POLICY

12.1 The Sacco reserves the right to modify this Privacy Policy at any time to reflect changes in legal requirements, the Sacco's practices, or the features of the Sacco's services.

12.2 Any changes to this Privacy Policy will be:

- (a) Approved by the Board of Directors;
- (b) Communicated to Members via electronic mail at least thirty (30) days before the effective date; and
- (c) Posted on the Sacco's official website.

12.3 Members who continue to use the Sacco's services after the effective date of changes to the Privacy Policy shall be deemed to have accepted the changes.

13. DATA BREACH NOTIFICATION

13.1 In the event of a personal data breach that is likely to result in high risk to the rights and freedoms of Members, the Sacco shall:

- (a) Notify the relevant supervisory authority without undue delay and, where feasible, not later than 72 hours after having become aware of the breach;
- (b) Notify affected Members without undue delay; and
- (c) Document the facts relating to the breach, its effects, and the remedial action taken.

13.2 The notification to Members shall include:

- (a) A description of the nature of the breach;
- (b) The name and contact details of the data protection officer or other contact point;
- (c) A description of the likely consequences of the breach; and
- (d) A description of the measures taken or proposed to address the breach and mitigate its possible adverse effects.

14. CONTACT INFORMATION

14.1 For any inquiries, concerns, or requests relating to this Privacy Policy or the processing of personal information, Members may contact the Sacco through the following official channels:

Data Protection Officer

KMS LIMITED

Email: kms2022.sacco@gmail.com

Telephone: +254 796 611 599

Website: www.kmssacco.co.ke

14.2 Members have the right to lodge a complaint with the Office of the Data Protection Commissioner of Kenya if they believe that the Sacco has not complied with data protection laws.

15. GOVERNING LAW

15.1 This Privacy Policy shall be governed by and construed in accordance with the laws of Kenya, including but not limited to the Data Protection Act.

15.2 Any disputes arising under or in connection with this Privacy Policy shall be resolved in accordance with the dispute resolution procedures set forth in the Terms and Conditions of the Sacco.

16. ACKNOWLEDGMENT

16.1 By applying for membership, using the Sacco's services, or visiting the Sacco's website, individuals acknowledge that they have read, understood, and agreed to be bound by this Privacy Policy.

Effective Date: March 10, 2025

[END OF PRIVACY POLICY]
