



Pezesha Africa Limited Privacy Policy

Effective Date: 13/02/2017

Summary

Pezesha Africa Limited ("**Pezesha**") is a limited liability company registered under the laws of the Republic of Kenya with registration number PVT/2016/030668. Pezesha takes your privacy very seriously. This Privacy Policy explains what personal information we collect about you, with whom we share it with, and how you (the user of the Service) can prevent us from sharing certain information with certain parties. "**Personal Information**" refers to information that can be used to identify an individual. You should read this Privacy Policy in its entirety. Certain sections may apply differently to residents of different jurisdictions. By downloading Pezesha mobile application software (App), you consent to the following:

"By downloading Pezesha App, I hereby give consent to the collection and processing of my personal information for the purpose of determining my credit score. I hereby certify that all the information provided by me/us are true and correct to the best of my knowledge, and that any misrepresentations or falsity therein will be considered as an act to defraud Pezesha and its partners. I authorize Pezesha to verify and investigate the above statements/information as may be required, from the references provided and other appropriate sources. For this purpose, I hereby waive my rights on the confidentiality of client information and expressly consent to the processing of any personal information and records relating to me/us that might be obtained from third parties, including government agencies, my employer, credit bureaus, business associates and other entities I/we may deem proper and sufficient in the conduct of my business, sensitive or otherwise, for the purpose of determining my eligibility for the loan/s

which I am applying for. I further agree that this application and all supporting documents and any other information obtained relating to this application shall be used by and communicated to Pezesha, and shall remain its property whether or not my credit score is determined, and the loan is granted. I expressly and unconditionally authorize Pezesha to disclose to any Bank or affiliate and other financial institution any information regarding me. In particular, I hereby acknowledge and authorize: 1) the regular submission and disclosure of my basic credit data as well as any updates or corrections thereof; and 2) the sharing of my basic credit data with other lenders, and credit reporting duly accredited agencies.”

Section 1. Scope of Policy and Terms

This policy applies to your use of:

1. Pezesha mobile application software (App) available on our site or hosted on the Google Play Store (App Site), once you have downloaded or streamed a copy of the App onto your mobile telephone or handheld device (Device).
2. Any of the services accessible through the App (Services) which are available on the App Site or other sites of ours (Services Sites).

Terms used in this policy shall have the following meanings:

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over Pezesha.

“Compliance Obligations” means obligations of Pezesha to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

“Customer” or **“User”** means any individual within the Territory to which either Party provides its products or services.

“Customer Information” means your Personal Data, confidential information, and/or Tax Information, including relevant information about you, your transactions, your use of our products and services, and your relationships with Pezesha.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

“Laws” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, an agreement between any member of Pezesha and an Authority, or agreement or treaty between Authorities and applicable to Pezesha or a member of Pezesha.

“Personal Data” or **“Personal Information”** refers to any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.

“Sensitive Personal Information” refers to Personal Information (1) about an individual’s race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations; (2) about an individual’s health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings; (3) issued by government agencies peculiar to an individual which includes, but not limited to, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and (4) specifically established by an executive order.

“Services” includes (a) maintaining the Pezesha mobile application software (App) available on our site OR hosted on the Google Play Store (App Site), once you have downloaded or streamed a copy of the App onto your mobile telephone or handheld device (Device).

“Pezesha” means Pezesha Africa Limited, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “member of Pezesha” has the same meaning.

“Tax Authorities” means Kenyan or foreign tax, revenue or monetary authorities.

“Tax Information” means documentation or information about your tax status.

“We”, “Our” and “Us” refer to Pezesha and/or any member of Pezesha.

Reference to the singular includes the plural (and vice versa).

Section 2. Information We Collect

We and other members of Pezesha may collect, use and share Customer Information. Customer Information may be requested by us or on our behalf or that of Pezesha, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publically available information), and it may be generated or be combined with other information available to us or any member of Pezesha.

We may collect the following information about you, your Recipient, or your Beneficiary, which may include non-public Personal Information:

1. Information you give us or collected on your behalf by one of our Field Officers (Submitted information):

- provided by filling in forms in the App or on the App Site (together Our Sites);
- provided by corresponding with us (for example, by e-mail, SMS or chat);
- provided by registering to use the App Site, downloading or registering an App, subscribing to any of our Services (such as applying for a loan), searching for an App or Service, sharing data via an App's social media functions, entering a competition, promotion or survey, and reporting a problem with an App, our Services, or any of Our Sites; and
- including your name, address, e-mail address and phone number, the Device's phone number, SIM card, age, username, password and other registration information, financial and credit information, personal description and photograph.

2. Information we collect about you and your device. Each time you visit one of Our Sites or use one of our Apps we may collect the following information:

- technical information, including the type of mobile device you use, unique device identifiers (for example, your Device's IMEI or serial number), information about the SIM card used by the Device, mobile network information, your device operating system, the type of browser you use, or your Device's location and time zone setting (Device Information);
- information stored on your Device, including contact lists, call logs, SMS logs, contact lists from other social media accounts, photos, videos or other digital content (Content Information);
- details of your use of any of our Apps or your visits to any of Our Sites including, but not limited to, traffic data, location data, weblogs and other communication data (Log Information).

3. Location information. We may also use GPS technology or other location services to determine your current location.

4. Information we receive from other sources (Third Party Information). We reserve the right to work with a limited number of third parties (including credit reference agencies, mobile network providers, and collection agencies) and may receive information about you from them.

5. Unique application numbers. When you install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

We may occasionally send you push notifications through our mobile applications to send you marketing messages and other Service or Transaction-related notifications that may be of importance to you. You may at any time opt-out from receiving these types of communications by turning them off at the device level through your settings or through the mobile application settings.

We and our third-party service providers, including our marketing partners and analytics providers, may use mobile tracking technologies and/or website cookies to distinguish you from other users of the App, App Site or Service Site. This helps us to provide you with a good experience when you use the App or browse any of the sites and also allows us to improve the App and Our Sites.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include your internet protocol (IP) address, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. From time to time, we may combine this automatically collected data to other information we collect about you for reasons such as analysis, security, content generation or marketing.

We may use the analytics tools and software in order to develop and analyze use of the Service. Analytics companies may access anonymous individual data to help us understand how the Service is used. We may link the information we store within the analytics software to any Personal Information you submit within the mobile applications.

By uninstalling the App from your Device, you can withdraw your consent from accessing your Customer Information in the future by emailing us to hello@pezesha.com. We may keep and share stored Customer Information after the point of uninstall for as long as necessary for the fulfillment of the purposes for which Customer Information was obtained or for the establishment, exercise or defense of legal claims, or for legitimate business purposes, or as provided by law.

Section 3. Why We Collect Information

We collect information for the following purposes:

- To process your Transactions;
- To verify your identity;
- To disburse loans and collect payments for your use of the Service;
- To build the credit models and perform credit scoring;
- To analyze customer behavior;
- To allow our partners to fulfill their obligations to you;
- To allow us to fulfill our obligations to our partners;

- To troubleshoot problems with the Service;
- To comply with applicable laws, regulations, and rules, such as those relating to "know-your-customer" and anti-money laundering requirements;
- To detect and prevent fraud and other illegal uses of the Service;
- To send you marketing notices, service updates, and promotional offers; and
- To contact you by telephone using auto-dialed or pre-recorded message calls or text (SMS) messages (if applicable) as authorized for the purposes described in this Privacy Policy.

We will retain your Personal information as needed to provide you Service, as required by applicable law, to resolve disputes and to enforce our agreements. We will continue to retain your Personal information after you delete our App.

Section 4. How We Use and Share Information

These clauses explain how we will use and share your information. By using the Services, you agree that we and members of Pezesha shall use Customer Information in accordance with such clauses.

Uses made of the information

- We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.
- Information collected by us shall be used for the Purposes defined in this Policy.
- We do not disclose information about identifiable individuals to other parties, unless it is necessary for providing the Services. We may share limited personal information with select partners for research and development. We may provide other parties with anonymous individual information about our users for the purposes of compiling statistics relating to our user base or loan portfolio and may disclose such information to any third party for such purposes, provided that such information will always be anonymous.

Sharing

By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- any member of Pezesha and any sub-contractors, agents, service providers, or associates of Pezesha (including their employees, directors and officers);
- persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement

systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);

- any financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
- any third party to whom we provide introductions or referrals;
- any party in connection with any Pezesha business transfer, disposal, merger or acquisition, wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.
- third-party service providers under contract with Pezesha that help us with our business operations, such as transaction processing, fraud prevention, and marketing. We share your Personal Information with these companies only as necessary to provide you with our Service; and
- law enforcement, government officials or other third parties, but only
 - in connection with a formal request, subpoena, court order, or similar legal procedure; or
 - when we believe in good faith that disclosure is necessary to comply with the law, prevent physical harm or financial loss, report suspected illegal activity, or to investigate violations of our User Agreement.

Section 5. Where We Store Information

- The data that we collect from you may be transferred to, and stored at, a destination outside Kenya. It may also be processed by staff operating outside Kenya who work for us or for one of our suppliers. These staff members may be engaged in the fulfillment of your requests. By submitting your personal data, you agree to this transfer, storing or processing of data. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. We may also disclose your data to anyone we consider necessary in order to provide you with services in connection with an account.
- Where we have given you (or where you have chosen) a password or PIN that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to Our Sites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

Section 6. Customer Obligations and Rights

You agree to inform us promptly, and in any event, within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of Pezesha from time to time, and to respond promptly to any request from us or a member of Pezesha.

Where:

- you fail to provide promptly Customer Information that we reasonably requested, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of Pezesha has, suspicions regarding criminal activities or an associated risk.

We may:

- be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
- take actions necessary for us or a member of Pezesha to meet the Compliance Obligations; and/or
- block, transfer or close your account(s) where permitted under the Law.

In addition, if you fail to supply promptly your Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

You agree that we shall not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of Customer Information, and any action we have taken in relation to this Section.

Section 7. Questions and Changes

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you when you next start the App or log onto one of the Services Sites. The new terms may be displayed on-screen and you may be required to read and accept

them to continue your use of the App or the Services. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to hello@pezesha.com