



DIGITAL CHANNELS PRIVACY POLICY & TERMS & CONDITIONS

(Mobile Application & Internet Banking)

RC: 7225047

Uforo Microfinance Bank (MFB) ("the Bank", "we", "us") is committed to protecting the privacy, security, and integrity of users' personal data while providing convenient digital banking services. This combined Privacy Policy and Terms & Conditions governs the use of the Bank's Mobile Application and Internet Banking platform (collectively, the "Digital Channels") and outlines your rights, obligations, and the Bank's responsibilities in compliance with the **Nigeria Data Protection Act (NDPA) 2023, Central Bank of Nigeria (CBN) regulations**, and other applicable laws.

1. SCOPE

This document applies to all personal data collected, processed, and stored through the Digital Channels, including:

- The Uforo Mobile Banking Application (Android and iOS).
- The Uforo Internet Banking platform (web-based).
- All related electronic and digital banking services offered by the Bank.

2. PERSONAL DATA COLLECTION

The Bank may collect and process the following categories of personal data:

a. **Information Provided by Users**

- Full name, phone number, and email address.
- Bank Verification Number (BVN), National Identification Number (NIN), and other Know-Your-Customer (KYC) information.
- Account numbers, usernames, passwords, and other authentication credentials.
- Transaction instructions and service requests.

b. **Automatically Collected Information**

- Device type, operating system, and browser information.
- IP address and network data.
- Login records, session information, and access timestamps.
- Usage metrics for features and services.

- c. **Financial and Transaction Data**
 - Account balances and transaction history.
 - Loan, savings, and repayment information.
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3. DIGITAL CHANNEL PERMISSIONS & COOKIES

- The Mobile Application may request access to device features (internet connectivity, camera, storage, biometric functions) solely for authentication, security, and service delivery.
 - The Internet Banking platform may use cookies or similar technologies to maintain secure sessions, enhance functionality, and improve user experience.
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4. PURPOSE OF PROCESSING

Personal data is processed to:

- Verify user identity and secure accounts.
 - Provide and manage banking services.
 - Process transactions and service requests.
 - Comply with legal, regulatory, and supervisory requirements.
 - Detect, prevent, and manage fraud or cyber threats.
 - Improve system performance and service quality.
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5. LAWFUL BASIS FOR PROCESSING

Processing is conducted based on:

- User consent.
 - Performance of contractual obligations.
 - Compliance with legal and regulatory obligations.
 - Legitimate interests of the Bank, especially regarding security and fraud prevention.
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6. DATA SHARING & DISCLOSURE

Personal data may be shared with:

- Payment processors, switching companies, and approved service providers.
- Regulatory and supervisory authorities, including the CBN.
- Law enforcement or other authorities where legally required.

All third parties are contractually bound to maintain confidentiality and comply with data protection obligations. The Bank does **not** sell personal data.

7. DATA SECURITY

The Bank employs technical and organizational measures, including:

- Encryption of data in transit and at rest.
- Secure authentication and access controls.
- Continuous system monitoring and audit logging.
- Secure session and transaction management.

Users are responsible for maintaining the confidentiality of their login credentials.

8. DATA RETENTION

Data is retained only as long as necessary to meet legal, regulatory, and operational requirements. After this period, data is securely deleted or anonymized.

9. USER RIGHTS

In line with NDPA 2023, users may:

- Be informed about how personal data is processed.
- Access their personal data.
- Request correction of inaccurate or incomplete data.
- Object to or restrict processing, where applicable.
- Request deletion of data, subject to legal or regulatory limitations.

Requests should be directed to the Bank's **Chief Compliance Officer (CCO)**.

10. DATA BREACH MANAGEMENT

Any personal data breach will be managed according to the Bank's Data Breach Response SOP. Required notifications to the **Nigeria Data Protection Commission (NDPC)** and affected users will be made within statutory timelines.

11. CHILDREN'S PRIVACY

The Digital Channels are not intended for individuals under 18. Any inadvertently collected data of minors will be promptly deleted.

12. POLICY UPDATES

This document may be updated to reflect regulatory, operational, or technological changes. Updates will be communicated via the Mobile App, Internet Banking platform, or other official Bank channels.

DIGITAL CHANNELS TERMS & CONDITIONS

13. ACCEPTANCE OF TERMS

By accessing or using the Digital Channels, you agree to these Terms & Conditions, the Privacy Policy, and all applicable laws.

14. ELIGIBILITY & ACCESS

Access is restricted to users who:

- Are at least 18 years old.
- Hold a valid Uforo MFB account.
- Are properly on-boarded in accordance with KYC requirements.

The Bank may approve, suspend, or revoke access at its discretion.

15. USER OBLIGATIONS

Users must:

- Provide accurate and up-to-date information.
- Safeguard login credentials and devices.
- Notify the Bank immediately of unauthorized access or suspicious activity.
- Use Digital Channels solely for lawful purposes.

16. SECURITY & AUTHENTICATION

The Bank maintains security controls for user accounts. Users are responsible for protecting authentication details. The Bank is not liable for losses arising from user negligence.

17. TRANSACTIONS

Transactions are subject to:

- Account balance availability;
- Regulatory and compliance checks;
- Transaction limits.

Bank transaction records are **prima facie evidence** of executed transactions.

18. FEES & CHARGES

Applicable fees and charges are displayed within the Digital Channels or communicated via official channels and are subject to regulatory approval where required.

19. SERVICE AVAILABILITY

The Bank does not guarantee uninterrupted service and may suspend, restrict, or withdraw Digital Channel access for maintenance, upgrades, security, or compliance reasons.

20. LIMITATION OF LIABILITY

The Bank is not liable for losses arising from:

- System downtime or network failures;
 - User negligence or misuse;
 - Force majeure events, including natural disasters or regulatory actions.
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21. SUSPENSION & TERMINATION

The Bank may suspend or terminate user access in cases of fraud, misuse, security threats, or regulatory concerns.

22. AMENDMENTS

The Bank may amend these Terms & Conditions. Continued use after amendments constitutes acceptance.

23. GOVERNING LAW

These Terms & Conditions are governed by the laws of the **Federal Republic of Nigeria**.

24. CONTACT INFORMATION

For privacy or regulatory enquiries:

Data Protection Officer (DPO)

Uforo Microfinance Bank (MFB)

Email: dpo@uforomfb.com

Phone: 08086352947

Address: No. 4 Market Road, Ikpe Ikot Nkon, Ini LGA, Akwa Ibom State

By accessing or using Uforo MFB Digital Channels, you acknowledge that you have read, understood, and accepted this Privacy Policy and Terms & Conditions.

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