

## MOBIPAY

### DATA PRIVACY POLICY

Updated: 01 August 2021

#### 1. INTRODUCTION

- 1.1. We value your business and respect your privacy and accordingly we have taken reasonable steps to ensure the protection of your aforesaid privacy and Personal Data.
- 1.2. This policy explains how Mobicash Payment Solutions (Pty) Ltd (“MobiPay”) and our affiliates and subsidiaries (collectively “MobiPay”, “we”, “us” or “our”), process (e.g., collects, handles, stores, uses, shares or transfers, and protects) personal information about you as described herein. This Policy also provides you with information about your rights.
- 1.3. Where we, in rendering a specific Service, make decisions on how your personal information is used, we do so as a controller of personal information; and in circumstances where we only use your personal information as instructed by our customers, we do so as a processor of personal information.

#### 2. HOW AND TO WHOM THIS POLICY APPLIES

- 2.1. The Privacy Policy applies to all persons who access, use, and/or interact with our products, services, websites, digital properties, platforms, software, and application(s), including mobile application (“**app**”) (including third-party platforms that host our websites and/or content) (herein referred to as our “**Services**”), attend our events or events hosted at our premises; to consultants and independent contractors who we engage to perform and/or provide a service; and to subcontractors, vendors, suppliers, or service providers and to their personnel.
- 2.2. Depending on the Service, we may provide additional or different privacy notices and terms of use for that specific Service and highlight how we use your personal information related to that Service and when you interact with us.
- 2.3. This Privacy Policy, as amended from time to time, forms part of the general terms of use of our Services, and by accessing, using, and/or interacting with our Services, you acknowledge that you have read and accept the terms of this Privacy Policy and are bound by its terms. If there is any conflict between the provisions of

this Privacy Policy and that of any specific Service, the provisions of that specific Service will prevail.

- 2.4. The Privacy Policy applies to all Personal Data and information collected or obtained when a person accesses, uses, and/or interacts with our Services generally, including any information required under the Financial Intelligence Act, No. 13 of 2012 (as amended) (FIA Information).
- 2.5. You consent that we may Process (including collecting, storing and sharing) your personal information in the ordinary course of our business of providing the Services, and any other information pertaining to you in accordance with this Privacy Policy, as permitted or required by law.
- 2.6. Processing (or Process) means any operation or set of operations that is or may be performed upon personal or any information in relation to or as a result of providing any of the Services, whether or not by automatic means, including, but not limited to, collection, recording, organization, storage, access, transmission, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination or otherwise making available, alignment, combination, blocking, disposal, deleting, erasure, or destruction.

### **3. DATA COLLECTION – WHEN AND WHAT DATA WE COLLECT**

- 3.1. We collect and Process Personal Data in electronic, paper or any other format in the course of rendering our Services.
- 3.2. We obtain personal information from you when you interact with us and with our Services, through your system/device and your use of our Services, through cookies and similar technologies included in our Services, and when you engage with us as an independent consultant or contractor.
- 3.3. We may collect personal information about you from third parties, such as (a) an entity or person who arranges for you to access or use our Services (e.g. sets up a user account), (b) our Services partners or service providers with whom we work, (c) entities that provide information that we use in our Services, and (d) other public sources containing information generally in the public domain (e.g. personal information that we reasonably believe is lawfully made available to the general public without specific restriction by or from (i) widely distributed media, (ii) government databases or websites, (iii) websites generally and typically available to the public, (iv) persons to whom you have disclosed information.)

- 3.4. **Personal Data**: Personal Data is any data with which an individual could be personally identified and/or an individual's identity can be verified including any information and documentation relating to an individual, including full names and surname, identity or passport number, physical work and/or home address, telephone numbers and email address, source of income, authenticated copies of identity or passport documents, proof of residence, pay slips, bank details and card information, fingerprints and images of an individual's face and other biometric features.
- 3.5. Such data may also include, employment and employment and professional level data, educational data, account credentials, payment information, device information, or CCTV, images and photographs if you visit our premises or attend an event we organise or sponsor.
- 3.6. The Personal Data is collected, stored and Processed by us, with the assistance of our technical partner(s) and service providers. Some Personal Data is collected (i) when an individual enrolls for, accesses, uses or interacts with a Service or when an individual updates his/her Personal Data, or (ii) when we render a Service to another entity. In rendering our Services, we receive and/or Process various types of personal information, such as criminal data or risk and compliance information in connection with the supply of the FIA Information to the extent permitted or required by law by law.
- 3.7. **Generic Data**: We also collect data that is not intended to reveal an individual's specific identity or to identify an entity to us, such as and including browser information, usage data, information collected through cookies and other technologies, demographic information, geolocation data obtained with your consent (which you herewith provide - where required by law), and aggregated information.. Generic Data is normally collected automatically when you make use of our website, app, API and/or the Services. However, we may also receive Generic Data if you submit it to us when, for example, enrolling or subscribing for a Service and we may for example include your password, birthday, education or graduation year, occupation and interests. Furthermore, Generic Data may be received from third parties as well and includes, for example, demographic data, social media account data, information about your interests, and information about your activities on other websites.
- 3.8. **Communication Data**: When you communicate with us via email or sms or the contact form on our website or mobile app, we may retain data entered on the contact form or the content of your email or sms, together with your email address

and sms particulars. We may retain this information in order to, inter alia, appropriately deal with your communication and queries you may have,

- 3.9. **Cookies:** The website and mobile app uses cookies and other technologies to function effectively and deliver certain features. For more information on cookies please refer to 7 (*Cookies and other Tech*) below.
- 3.10. **Third Party Links:** Our Services may also have links to sites or apps operated by third parties, and may carry advertisements or offer content, special offers, functionality, games or applications developed and maintained by third parties, using iframes, tools, or plug-ins (“Third Party Services”). These Third Party Services may use automated means to collect information about you and your use of these features. We are not responsible for the content or privacy practices or compliance of such third parties’ websites or apps, and when clicking on a link to a Third Party Service, you should familiarize yourself with the applicable third party’s privacy policy and terms.

#### **4. USE OF DATA – HOW WE USE THE DATA WE COLLECT**

- 4.1. Personal information will be Processed as set out in this Privacy Policy or in the terms of any specific Services.
- 4.2. We use personal information to positively identify an individual and accordingly to prevent unauthorised access to our Services, and to combat fraud, money laundering or unlawful activity.
- 4.3. We similarly use information relating to an entity to positively identify that entity and according to prevent unauthorised access to our Services by an entity, and to combat fraud, money laundering or unlawful activity.
- 4.4. When you interact with us, or access and/or make use of our Services, we may track your online activities and perform statistical analysis on those activities over time and across third party websites, apps and devices (“**Tracking Data**”). This will be done through third party analytics providers, ad networks, and advertisers and information in this regard will be obtained automatically.
- 4.5. Personal Data, Generic Data, Communication Data and Tracking Data, may be used to understand use across sites and devices to, among others, help improve the Services and any other products or services we may offer from time to time, remember your preferences, provide content recommendations, and show you advertisements that may be tailored to your individual interests.

- 4.6. We may periodically send promotional materials, with your permission where required, surveys, market research, contest or promotional awards, or notifications related to our Services or any other products or services we may offer from time to time. To help make these materials more relevant to you, we may use and combine any of the Personal Data, Generic Data, Communications Data and Tracking Data we collect and/or Process to assist us in sending you these materials. We may also use your personal information (including a telephone or mobile number you may have provided for this purpose) to contact you, including to respond to your comments, inquiries or requests (please see 4.7 below). If you want to stop receiving these materials, please contact us.
- 4.7. We will provide a contact form on our website and mobile app for any queries you may have in respect of the use of our Services. When you send us questions via the contact form, we will collect the data entered on the form, including the contact details provided, to respond to your questions as well as any follow up questions. We will not share this information without your permission. We will retain the data you provide on the contact form as required or permitted by law or any applicable contractual obligation, or pursuant to any terms and conditions of any licence issued to us or any mandatory statutory provisions, especially those regarding mandatory data retention periods, including in relation to the FIA.
- 4.8. You consent to receive notifications from us relating to the Service. We are not responsible for any delay or failure in your receipt of any notifications.
- 4.9. For purposes of any notification from us to you via electronic mail (“email”), we will use the email address notified by you from time to time.
- 4.10. Your personal information may be Processed in any country where we have facilities or in which we engage third party service providers. These countries may be subject to different data protection laws than your country of residence.
- 4.11. We may use any data we collect or Process as we believe necessary or appropriate under the following circumstances:
- 4.11.1. **in our or a third party’s legitimate interests:** (e.g. to protect, enforce, or defend our legal rights, privacy, safety, or property and that of our third party service providers and our or their employees, agents and contractors, including without limitation, investigation of potential violations or to comply with and enforce the law or legal process, including laws outside your country of residence, our contractual obligations, and our policies);

- 4.11.2. **in the substantial public interest permitted by applicable law:** (e.g. to protect the safety, privacy, and security of members of the public or an entity; to prevent, detect or protect against fraud and other unlawful or criminal activity or for risk management purposes);
- 4.11.3. **to enable us to perform a contract:** (e.g. to provide the Services to you, including, without limitation, to verify and authenticate your identity, to set up your account, to provide technical and administrative support, and to communicate with you);
- 4.11.4. **to comply with a legal obligation:** (e.g. or to comply with a statutory or regulatory requirement, or to respond to requests from public and government authorities or court order, including without limitation and as permitted by law, public and government authorities outside your country of residence);
- 4.11.5. **with your consent:** as generally given and/or contemplated in this Privacy Policy.
- 4.12. We share personal information with other persons and entities (including our affiliates and subsidiaries, our business partners and third-party service providers), in accordance with the law and as otherwise contemplated in this Privacy Policy. Our third-party service providers are only allowed to share or use personal information we make available to them in order to provide services to us.
- 4.13. Without derogating from the generality of the afore-going, we may share your information for the purposes set out in this Policy with: (i) our professional advisors where reasonably required to protect our rights, our customers, our systems and Services; (ii) our customers who use our Services or their service providers or vendors for the purpose related to our Services; (iii) third parties where we are permitted or are obliged to by law (e.g. government agencies and public authorities, law enforcement and courts); (iv) prospective buyers, sellers, advisers or partners in a disposal of all or any portion of our business or other similar transaction(s) - as a transferred asset in a such transaction.

## 5. PAYMENT INFORMATION

- 5.1. We may use third party payment services to allow you to pay for a Service or to purchase any other products or services we may offer from time to time ("**Payment Service**"). In such a case you will be directed to a Payment Service webpage or app. Any information that you provide to a Payment Service is subject to the applicable Payment Service's privacy policy. We have no control over, and are not

responsible for, any Payment Service's use of information collected through any Payment Service.

## **6. DATA PROTECTION AND STORAGE**

- 6.1. We use a combination of administrative, technical, personnel and physical measures to safeguard Personal Data against accidental, unlawful or unauthorized loss, use, access, disclosure or modification.
- 6.2. We make all reasonable efforts, in line with industry standards, to ensure a level of security appropriate to the risk of Processing your Personal Data, considering the costs of implementation and nature of the Processing. However, please note that the electronic transmission of data is always susceptible to security breaches and we cannot guarantee protection of your Personal Data from unauthorized access.
- 6.3. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel the security of any account you might have with us has been compromised), please immediately notify us of the problem by contacting us.
- 6.4. The storage and retention of Personal Data may be governed by the provisions relating to a specific Service that you use, access or interact with. The security of your Personal Data also depends on you keeping your account information or login details (where required for any of our Services) confidential and not sharing it with anyone. If you share your account information or login details with a third party, he or she will have access to your Personal Data or other information, and we have not control of what that third party does with your information or your account. The consequences of such disclosure may be contained in the separate terms and conditions for use of a specific Service.

## **7. COOKIES AND OTHER TECH**

- 7.1. Some of our web pages use cookies. Cookies help make the website and mobile app more user-friendly, efficient, and secure. Cookies are small text files that are stored on your computer and saved by your browser.
- 7.2. Cookies generally fall into five categories, depending on their function and purpose (which may overlap): (i) strictly necessary cookies (for a website to work); (ii) performance cookies (for information and analysis on how you use our Services and how we can improve or make our Services more user-friendly), (iii) functional cookies (to remember your particular preferences and information, and allow us to customize your experience), (iv) targeting cookies (to tailor marketing and

advertising to your interests) and (v) social media cookies (to allow you to interact with social media more easily).

- 7.3. Cookies include third-party cookies which may enable third parties to access to the information collected.

## 8. ACCESSING AND UPDATING YOUR INFORMATION AND PERSONAL DATA

- 8.1. You can request us to access, review, correct, update or modify your personal information by contacting us.
- 8.2. You can also update your Personal Data by making use of our mobile phone applications or online or visiting us.
- 8.3. Whenever you use the Services, we aim to provide you with access to your enrolment details or your subscription details and information. If that information is wrong, we strive to give you ways to update it quickly. We may for legitimate business or legal purposes have to keep a copy of all information provided. When updating your information, requesting account information or changing information you will be required to verify your identity or credentials before we can act on your request.
- 8.4. We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, would be extremely impractical (for instance, requests concerning information residing on backup systems) or would not be permitted by law.

## 9. YOUR RIGHTS

- 9.1. You may have rights under Namibian and other laws to have access to your personal information and to ask us to rectify, erase and restrict use of your personal information. You may also have other rights regarding how your personal is used, or transferred. We will adhere to the applicable data protection laws in this regard.
- 9.2. Subject to any law placing restriction thereon, you have the following rights under this Privacy Policy, and may have similar rights under the laws of other countries. These rights are not absolute and they do not always apply in all cases.
  - 9.2.1. **Right of access:** You may, in writing, request details of your personal information and a copy of that personal information.



- 9.2.2. **Right to rectification:** You may request us to rectify any inaccuracies in the information we have about you and provide us with proof of the correct information.
- 9.2.3. **Right to erasure ('right to be forgotten')**: You may request us to erase certain information about you.
- 9.2.4. **Right to restriction of processing:** You may request us to only use your information of restricted purposes where: (i) you contest the accuracy of personal information; or (ii) we are no longer required by law to keep the personal information, but it is still required for the purposes of establishing, exercising, or defending of a legal claim.
- 9.2.5. **Right to opt out of marketing:** You may request us to no longer send you marketing or advertising (either generally or any specific type).
- 9.2.6. **Right to object:** You may request that we do not process your personal information where our processing is based on performing a task in the public interest or where we have let you know that we are processing it for our or a third-party's legitimate interests.
- 9.2.7. **Right to data portability:** You may request that we transfer the personal information you have provided us, to you or a third-party in machine-readable format.
- 9.2.8. **Right to withdraw consent:** You may, in writing, withdraw any consent you have previously given us to deal with your personal information. The withdrawal of your consent does not affect the lawfulness of our prior use of your personal information.
- 9.3. When you make a request, we will ask you to verify your identity if we need to. We may also ask you to provide information for us to better understand your request. If we do not comply with your request or any part of it, we will let you know the reason.

## 10. YOUR OBLIGATIONS

- 10.1. You are responsible for the accuracy of your Personal Data and keeping this information up to date. You accordingly indemnify and hold us (and our employees, agents, service providers, contractors and advisors) harmless against any loss or damage of whatsoever nature and arising from any cause howsoever in relation to the accuracy of the personal information you provide us.

- 10.2. It is your responsibility to control access to your mobile device, computer, and user account, including keeping your login details confidential and not sharing it with anyone. It is also your responsibility to immediately notify us if you believe that the secure access to your user account granting access to the Services has been compromised.

## **11. CHANGES TO PRIVACY POLICY**

- 11.1. We may periodically and unilaterally update this Privacy Policy without prior notice to reflect changes in our practices. We will notify you via our website, mobile app, or other appropriate channel when the Privacy Policy is updated, and the changes made to the Privacy Policy will be effective as from the date of such notification or the date contained in the notification.
- 11.2. If you use a Service or provide any Personal Data to us following these changes, it means you acknowledge and have read and accept the updated Privacy Policy and are bound by its terms. Please note that we are not responsible for any delay or failure in your receipt of any notifications.
- 11.3. The date on which this Privacy Policy was last amended or modified appears at the top of this Privacy Policy.
- 11.4. If you do not agree to such amended terms and conditions of this Privacy Policy, your only remedy is to terminate your use of a Service by giving us notice of such termination and by not making use of the Service anymore.
- 11.5. Any provision in this Privacy Policy, which is or may become illegal, invalid or unenforceable shall be severed from this Privacy Policy without invalidating the remaining provisions of this Privacy Policy.