



MOBIPAY WALLET PRIVACY POLICY

Last modified 31 January 2014

1. Introduction

- 1.1. This MobiPay Privacy Policy, as amended from time to time, describes how MobiPay (“us/our/we”) treats your personal information collected when you use our products and services and forms a binding agreement between yourself, as a MobiPay customer, and us.
- 1.2. We value your business and respect your privacy and personal information and accordingly we have taken reasonable steps to ensure the protection of your privacy and personal information.
- 1.3. The MobiPay E-money Services, Wallet Service and Value Added Services (“services”) refer to the various MobiPay payment services that are provided by Mobicash Payment Solutions (Pty) Ltd trading as MobiPay which is an authorized payment instrument issuer in terms of the Payment System Management Act, 2003 (Act No. 18 of 2003).

2. Acceptance of Privacy Notice

- 2.1. By registering for and using any of our services, you acknowledge that you have read, understood and fully accept these terms and conditions as described in this Privacy Policy and expressly consent to the collection, processing, storage and sharing of certain personal information by us in the ordinary course of our business and in accordance with this Privacy Policy.

3. Other Agreements

- 3.1. This Privacy Policy is subject to and must be read in conjunction with our general terms and conditions, and those terms and conditions which are specific to our various services for which you have registered. If there are any conflicts between these agreements relating to privacy regarding a specific service, the content of this Privacy Policy shall take precedent and will apply.

4. Personal Information

4.1. Personal information referred to in this Privacy Policy means all information which is specific to you and which you provide to us during registration and use of our services, for instance: your name, age, identity number, contact details, physical address and information on how you use our services as well as information related to the aforementioned.

5. When and what Information we collect

5.1. In accordance with the Financial Intelligence Act of Namibia 2012 (Act No. 13 of 2012) and in order to provide you with services, we will require and collect certain personal information from you and may collect such further information from you through your use of our various services.

5.2. **Registration information** - When you sign up for our services, you are creating an account that is associated with your cellphone number. Depending on the specific services you use and your level of registration, you may be required to provide the following information:

5.2.1. Full names, physical address, cellphone number, Identification Number, date of birth, Postal Address, email addresses, copy of an Identity document; and

5.2.2. For Agents, Merchants and businesses specifically, your business registration information including proof thereof.

5.2.3. For services requiring additional customer identification, you may also be asked to provide your taxpayer identification number.

5.2.4. In some cases, we may also ask you to send us additional information or to answer additional questions to help verify your information.

5.3. **Information obtained from third parties** - We may obtain information about you from third party verification services, information arising from transactions at merchant and agent locations, information regarding your use of payment methods issued by third parties that are linked to our services, information regarding access to balances held in your MobiPay Wallet account, and other information relating to services.

5.4. Also, for agents and merchants, we may obtain information about you and your business from a credit bureau or any other business information service.

5.5. **Transaction information** - When you use our services to conduct a transaction, we may collect information about the transaction, including: Date, time and amount of the transaction, a description provided by the seller of the goods or services purchased, any photo you choose to associate with the transaction, the names and cellphone numbers of the seller and buyer (or sender and recipient), the type of payment method used, your description of the reason for the transaction, and the offer associated with the transaction, if any. We may also store the aforementioned transaction information.

5.6. **Communication Information** – When you communicate with us via email or sms, we may retain the content of your email or sms, together with your email address and sms particulars. We may retain this information in order to appropriately deal with your communication and queries you may have and in order to improve our service to you.

6. How we use the information we collect

6.1. We use the information you provide us, as well as information about you from third parties, in the ordinary course of our business and in order to provide you with our services, improve the quality of our service and to protect you and others from fraud, phishing or other misconduct.

6.2. Such information collected, processed and stored may also be used to assist us and third parties in the provision of products or services that you request and provide you with promotional information which may be of interest to you.

6.3. Your registration information is stored in association with other information collected and such information will be securely stored on our servers.

6.4. We also use your personal information to positively identify you and accordingly to prevent unauthorised access to your MobiPay Wallet and related services and combat fraud.

6.5. Some of the information, especially registration information, has to be collected by us as per Namibian laws and regulations and we may verify your registration information.

7. Accessing and updating your personal information

7.1. Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, requesting account information or changing sensitive information we may ask you to verify your identity before we can act on your request.

7.2. 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, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

7.3. Where we can provide information access and correction, we will do so for at no charge to you, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our

services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

8. Information we share

8.1. In order to protect your privacy and personal information, we will not sell, rent or trade your personal information to other parties for independent use without your consent. We may however share your personal information with regulatory and governmental bodies, other companies or individuals outside of MobiPay in the following circumstances:

- 8.1.1. In accordance with applicable laws;
- 8.1.2. As permitted under this policy.
- 8.1.3. As necessary to process your transaction and maintain your account.
- 8.1.4. To complete your registration for a service provided by a third party.
- 8.1.5. In accordance with any applicable law, regulation, legal process, order of a competent court or enforceable governmental request;
- 8.1.6. To enforce applicable Terms and Conditions of Service, including investigation of potential violations.
- 8.1.7. To detect, prevent, or otherwise address fraud, security or technical issues;
- 8.1.8. To protect against harm to the rights, property or safety of MobiPay, our users or the public as required or permitted by law.

8.2. If we are involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

9. Information Security and Confidentiality

9.1. We work hard to protect our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold and have put in place various safeguards in this respect. In particular:

- 9.1.1. We encrypt many of our services using SSL.
- 9.1.2. We ask for transaction authorization via PIN code or password.
- 9.1.3. We ask for identity verification for certain services.
- 9.1.4. We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- 9.1.5. We restrict access to personal information to our employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

9.2. The security of your MobiPay Wallet account and related services also depends on you keeping your account PIN code confidential and not sharing it with

anyone. If you share your account information with a third party, he or she will have access to your account and your personal information. Please see our MobiPay's Wallet Terms and Conditions in this regard.

10. Your Obligations

- 10.1. You are responsible for the accuracy of your personal information and keeping this information up to date. You accordingly indemnify and hold harmless MobiPay against any loss or damage of whatsoever nature and arising from any cause howsoever in relation to the accuracy of your personal information – please see our MobiPay Wallet Terms and Conditions in this regard.
- 10.2. It is your responsibility to control access to your mobile device, the MobiPay Wallet and related services, including keeping your PIN 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 MobiPay Wallet and/or services has been compromised– please see our MobiPay Wallet Terms and Conditions in this regard.

11. Amendments and Changes

- 11.1. We reserve the right to from time to time and in our sole and absolute discretion, amend, change or modify any part or the whole of this Privacy Policy without giving prior notice to you. We will however endeavor to notify you of material amendments hereto.
- 11.2. The date on which these terms and conditions were last amended appear at the top of this Privacy Policy.
- 11.3. If you do not agree to such amended terms and conditions of this Notice, your only remedy is to terminate your use of our services by giving us notice of such termination and not making use of our services anymore.
- 11.4. If you do make use of our services after an amendment of this Privacy Policy, we assume that you have read, understood and agree to the amended terms and conditions and accordingly that such terms and conditions will become binding on you.