

BAYPORT GROUP WEBSITE PRIVACY POLICY

1 INTRODUCTION

- 1.1 The Bayport Group is committed to ensuring and protecting your privacy whenever you access or use the websites. The Bayport Group Website Privacy Policy ("this policy") is set out below and provides a detailed explanation as to how the Bayport Group may use your personal information, either provided by you or collected through other legal means.
- 1.2 The "Bayport Group" refers to Bayport Management Limited ("BML") and any or all of its subsidiaries or affiliates as the context requires.
- 1.3 The "websites" includes the website situated at www.bayportfinance.com, www.bayportbotswana.com, www.bayportghana.com, www.kopabayport.co.tz, www.bayportuganda.com and any applicable social media platforms and this expressly excludes any third party websites linked to the Bayport Group websites, and "website" shall mean any one of these as the context may indicate.
- 1.4 Personal information includes information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
- a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - b) information relating to the education or the medical, financial, criminal or employment history of the person;
 - c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - d) the biometric information of the person;
 - e) the personal opinions, views or preferences of the person;
 - f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - g) the views or opinions of another individual about the person; and
 - h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.5 We will only collect your personal information by lawful and fair means and, where appropriate, with your knowledge and consent. We will retain your personal information as long as necessary for the fulfilment of those purposes as have been identified by us. Your personal information will be deleted or destroyed where required in terms of applicable laws once the purpose for which it was collected is completed unless the Bayport Group is required to keep a record of such information in accordance with applicable laws.
- 1.6 By accessing this website, you agree to be bound by this policy with effect from the first time you access the website and each time thereafter.
- 1.7 The Bayport Group reserves the right, in its sole discretion, to amend this policy. Please refer back to this policy in the future because by accessing this website you are bound to the version of the terms and conditions published on this website at the time of your visit to this website.

2 COLLECTION OF DATA FROM YOU

- 2.1 When accessing or using this website, this website may request you to provide certain personal information pertaining to you. If you provide your information, you warrant that the information which you provide relates to you and is true and complete.
- 2.2 Should you know or become aware of personal information, that has been provided to the Bayport Group, which is inaccurate, out of date, incomplete or incorrect, you may request in writing that the Bayport Group correct or delete such personal information that is in the Bayport Group's possession and control.
- 2.3 In addition to any other methods used by the Bayport Group to collect data and/or personal information through this website, the following are approved methods of collection of personal information from you:
 - a) if you register on this website, complete an application form or provide your personal information in response to any request to do so;
 - b) depending on your settings or the privacy policies for other online services, you may give us permission to obtain information from your account with those other services. For example, this can be via social media, traffic data, weblogs, location data, and any other communication. These details are obtained from your visit to the website and from any resource tools that you may use while accessing or using the website;
 - c) any communication by you (i) using this website or (ii) to employees, officers, directors, agents and subcontractors of the Bayport Group.
- 2.4 The Bayport Group may gather information (including personal information) from you as you access and navigate through this website by using tracking technology, navigational data collection tools and cookies, amongst other technologies.
 - I. Cookies are files which are automatically transferred (without prompting) onto the hard drive of your computer whilst you use the website and enable the Bayport Group's systems to identify your computer every time you access the website using the computer on which the cookie was saved.
 - II. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the website, and understanding how visitors use the website. Cookies can also help customise this website for visitors.
 - III. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.
 - IV. Cookies only store information from your browser, they cannot access data on your hard drive. Cookies are text files that cannot transfer viruses to your computer or mobile device.

- V. You can set your browser to notify you if “cookies” are to be transferred or to reject “cookies”. You may also choose to not consent to us making use of “cookies” when the consent pop-up is presented to you.

2.5 The information (including personal information) collected by the Bayport Group using tracking technology, navigational data collection tools and cookies –

- a) assists the Bayport Group to, amongst other things, (i) detect problems with this website and its systems, (ii) improve this website and offerings on this website, and (iii) compile information for analytical purposes; and
- b) will be used by the Bayport Group for those purposes contemplated in 2.4. and no identifying information will be shared about you specifically and how you specifically accessed and/or used the website.

3 USE OF YOUR INFORMATION

3.1 You agree that the Bayport Group may collect, store, analyse and use any information (including your personal information) and may transfer such information to its employees, officers, directors, agents and sub-contractors (who are bound by obligations of confidentiality) for the following purposes –

3.1.1 to establish and verify your identity and contact details;

3.1.2 the assessment of any applications for loans, goods or services provided by the Bayport Group now or in the future, including the pre-assessment of any potential loans, services or product offerings which may be made to you by the Bayport Group;

3.1.3 the implementation or enforcement of any commitment made or obligation assumed by and any right of the Bayport Group in terms of a contract;

3.1.4 developing, maintaining and improving the websites and/or the Bayport Group’s services and/or the Bayport Group’s product offerings (including credit products);

3.1.5 to communicate with you regarding existing or potential transactions or claims, new or existing services and/or product offerings (including credit products), competitions or promotions;

3.1.6 notifications regarding changes or improvements in services and/or product offerings may be sent to you;

3.1.7 to provide you with value-added service offerings (if any) and may include customised offerings to suit your requirements;

3.1.8 to analyse and compile reports and databases for purposes of research (including, without limitation, product research, market research), developing credit scoring and other business models, statistical analyses and reporting, determining browsing habits and usage.

3.2 Furthermore, you agree that the Bayport Group may transfer your personal information to the Bayport Group’s employees, agents or contractors which may be situated in other jurisdictions. To the extent that the Bayport Group transfers your personal information to

alternative jurisdictions, it will ensure that your personal information is subjected to a similar level of protection.

4 STORING YOUR PERSONAL DATA

- 4.1 The Bayport Group will take appropriate, reasonable technical and organisational measures to prevent (i) loss of, damage to or unauthorised destruction of personal information; and ii) unlawful access to or processing of personal information.
- 4.2 In order to comply with the obligation mentioned above, the Bayport Group will use secured servers and/or data warehousing facilities to ensure proper data storage, however, transmission of data on the Internet can never be ultimately secure. The Bayport Group accordingly does not guarantee and provides no warranties or undertakings with regards to the security of information collected electronically or transmitted, whether through this website or by other means. As a result of the Bayport Group's inability to guarantee safety, you are submitting information to us at your own risk.
- 4.3 You may be required to use a password, provide certain of your personal information or use other access features on the website to access certain areas of the website. You are responsible to safeguard any password or personal information.

5 DISCLOSURE OF YOUR INFORMATION IN CERTAIN CIRCUMSTANCES

- 5.1 The Bayport Group may share any information which it collects from you through the website or other electronic means with third parties in the following instances –
 - 5.1.1 if the equity in the Bayport Group is sold to a third party or if the Bayport Group sells or outsources all or a portion of its business or assets to a third party;
 - 5.1.2 to any affiliate of the Bayport Group, such as subsidiaries, associates, holding companies and their subsidiaries;
 - 5.1.3 to third parties engaged by the Bayport Group to render services to it or on its behalf;
 - 5.1.4 where it is compelled to do so by law, regulation or by-laws or in terms of a court order or at the direction of any regulatory or governmental authority;
 - 5.1.5 where the Bayport Group needs to protect or enforce its rights or is required to do so to protect the rights, property or safety of the public;
 - 5.1.6 disclosure to credit bureaux in the countries where the Bayport Group operates;
 - 5.1.7 disclosure for audit purposes; and
 - 5.1.8 for fraud detection and prevention purposes.

6 THIRD PARTY LINKS

The Bayport Group does not accept liability or responsibility for the privacy policies of third parties and therefore does not accept responsibility for any disclosure of your personal information due to the use by you of links to access the website or links on the website to access third parties' websites. You should accordingly acquaint yourself with the terms and conditions of privacy policies pertaining to such third parties' websites.

7 QUERIES AND COMPLAINTS

7.1 If you have any queries, comments or requests regarding this policy, please contact us at the relevant address, based on the website accessed:

Website:	Contact details:
www.bayportfinance.com	bayportmanagement@bayportfinance.com
www.bayportbotswana.com	customercare@bayport.co.bw
www.bayportghana.com	info@bayportghana.com
www.kopabayport.co.tz	customercare@bayport.co.tz
www.bayportuganda.com	info@bayport.co.ug

7.2 Should you no longer wish to receive communications from the Bayport Group, please contact us at the relevant address, based on the website accessed:

Website:	Contact details:
www.bayportfinance.com	bayportmanagement@bayportfinance.com
www.bayportbotswana.com	customercare@bayport.co.bw
www.bayportghana.com	info@bayportghana.com
www.kopabayport.co.tz	customercare@bayport.co.tz
www.bayportuganda.com	info@bayport.co.ug

7.3 You have the right to lodge a complaint with the appropriate regulator should you believe that the Bayport Group has failed to comply with its obligations in terms of any applicable legislation.

8 DISPUTES

8.1 If any dispute arises in connection with this website and/or this policy, the parties shall attempt to settle such dispute or difference, and, failing such settlement within a period of 20 (twenty) business days, the said dispute or difference shall on written demand by any party be submitted to arbitration in accordance with relevant arbitration rules and in the relevant country which has jurisdiction to adjudicate the matter.

8.2 The provisions of this 8 shall not be construed as prohibiting or restricting a party from applying for any urgent or mandatory relief from any court of competent jurisdiction.

9 GENERAL PROVISIONS

- 9.1 Subject to 9.4, this policy, as amended from time to time by the Bayport Group in its sole discretion, constitutes the entire agreement between you and the Bayport Group in relation to the subject matter hereof.
- 9.2 No failure or delay to exercise any of the Bayport Group's rights will be construed as a waiver of any such right, whether express or implied, nor will it affect the validity of any part of this policy or prejudice the Bayport Group's rights to take subsequent action against you.
- 9.3 If any of the provisions of this policy are held to be invalid, unlawful or unenforceable, such provision will be deleted from the remaining provisions, which will continue to be valid to the full extent permitted by the law.
- 9.4 The provisions of this policy must be read in conjunction with the terms and conditions pertaining to this website and shall be deemed to be incorporated in those terms and conditions.
- 9.5 The Bayport Group shall be entitled to cede, assign and transfer any of its rights and obligations under this policy without obtaining your consent and without notice to you. Any of the Bayport Group's rights under this policy are expressed for the benefit of the affiliates of the Bayport Group and shall be capable of acceptance by them, whether expressly or tacitly.