

## 1. Data Privacy

We are a member of the Absa Group which operates globally and we are committed to maintaining the privacy and security of customers' personal data collected, processed and shared by us, whether in hard copy or electronic form.

Personal data is defined as information that allows us to identify you as a natural person or, where applicable, as a corporate entity (such as a company or trust).

We collect and process personal information from you and share it with:

- the Absa Group and its affiliates and its service providers for the purposes of providing our products and services to you and to comply with the legal and regulatory obligations of the Absa Group;
- any party to whom we assign our rights under this Agreement or any of our agreements for particular products and services;
- with our local and global regulators and authorities or other crime-fighting agencies, including fraud detection and prevention agents; and
- credit reference agencies or credit bureaus for the purposes of our credit assessments and so that these agencies or bureaus can maintain and provide to others a credit profile about you and possibly a credit score on your credit worthiness;
- Third-party service providers that process your personal data in conjunction with us or on our behalf. These third-party providers, whether local or trans-border, are contractually obligated to process your personal data in line with our privacy and security policies. The third parties may be located within your country of residence or in another country.

We are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy.

Your personal information will not be disclosed to anyone else without your consent unless the Absa Group is legally required or permitted to disclose it

We collect this data to assess your application for any of our products and/or services and, if successful, provide you with the products and/or services as described in this Agreement.

Unless otherwise specified, you need to provide all of the personal data requested in our application forms. If you do not provide us with the required information, we will have to suspend your access to the products and/or services for a period of time, or even terminate our relationship with you as a customer.

We may carry out further processing on your personal data for historical, research and statistical purposes or to comply with our legal obligations. We will not engage you in any electronic direct marketing (excluding telemarketing), unless you have given us the relevant consent.

We may also use your personal data for carrying out automated decisions that may impact you. If you are unhappy about the outcome of any decision, please contact your local customer contact centre.

We will keep your personal data only for as long as is necessary and in compliance with applicable laws and regulations. After this time, your personal data will be securely destroyed or de-identified. You understand that even if you revoke or withdraw your consent and we suspend the provision of any product or service; or terminate the relationship with you, we may be required to continue processing and sharing any of your personal information that is already in our possession.

To the extent that the laws of Kenya permit or if you are a resident of the European Union or United Kingdom, you have the following rights regarding your personal information:

- To access your personal information that we have on record.
- To ask us to correct any incorrect personal information in our records. These requests must be sent to us in writing.
- To ask us to delete or destroy your personal information. You can also object to our processing your personal information. These requests must be sent to us in writing. However, if you ask us to do this we may have to suspend the provision of products and/or services for a period of time, or even terminate our relationship with you. Absa Bank Kenya and Absa Group's records are subject to regulatory retention periods, which means we may not be able to delete or destroy your personal information immediately upon request.
- You may also ask us to port your personal information to another party in terms of applicable Kenyan, European Union and United Kingdom data privacy legislation.

If you have a complaint relating to the protection of your personal information, including the way in which we collected or processed it, please contact us. If you believe that your complaint has not been dealt with satisfactorily, you may lodge a complaint with the Data Protection Commissioner. By agreeing to these terms and conditions, you agree that the personal information that you have provided is accurate and complete to the best of your knowledge and you consent to the Absa Bank Kenya and Absa Group processing your personal data for this purpose. You also voluntarily provide informed consent for the processing of your special personal information as supplied on the Absa Agiza application, solely for the purposes of the services and/or products that you are applying for.

## **2. Financial crime, international sanctions, and prohibited business activity**

As a member of the Absa Group we operate controls, and safeguards relating to international sanctions, the detection and prevention of financial crime, and prohibited business activity both within and outside Kenya which may delay or prevent us from providing our products and services to you, or require us to terminate this Agreement and our agreements for particular products and services (subject to any restrictions imposed by law) without prior notice to you.

You agree to provide information and documents about yourself and about your banking transactions (including underlying commercial transactions) reasonably required to assist us in operating the controls and safeguards.

You accept that to make some payments and effect transactions, the details of the payments/transactions may be sent to third parties. There it could be accessible to regulators and authorities in connection with their legitimate duties. As a result, your transaction may be delayed, and/or the Bank may not be in a position to give effect to the transaction. The Bank will not be responsible for any loss or damages that you may suffer as a result of these checks or by the Bank ending the relationship. This includes any loss of profits or savings that you would otherwise have expected to make.