

BOYA LIMITED APPLICATION USER PRIVACY POLICY

Boya Limited ("**Boya**", "**we**", or "**us**") is required by the data protection laws to provide you with certain information about who we are, how we process your personal data, the purposes of collection and your rights in relation to your personal data. It is important to read this Privacy Policy (the "**Policy**") before accessing or using any of our products and/or services.

1 Introduction

Boya is a private limited liability company incorporated in the Republic of Kenya. Boya's registered office is at Greenhouse Mall, Ngong Road and of P.O Box 28860 -00100 Nairobi.

We have created an application to enable the user to link his debit card, credit card, bank account and/or mobile money account to the account or create a virtual card that can loaded with e-cash to enable the user to transfer money to the user and third parties and make payments for various services, including parking, electricity, airtime, and payment for goods, anywhere, anytime (the "**App**"). We have also created a web-based platform that is connected to the App (the "**Dashboard**") that enables employers to deposit money into an e-wallet and issue virtual expense cards to employees to enable the employees to make payments to third parties. The App may be downloaded or streamed onto your mobile telephone or handheld device (the "**Device**").

Your personal data is important to us. This Policy aims to give you information on how we collect and process your personal data through your use of the App and the Dashboard (where applicable) to access or use any of services. It also explains the measures we take to protect your personal data.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

This Policy should be read together with Boya's Terms and Conditions of Use (the "**Terms and Conditions**"). Where there is a conflict, this Policy will prevail. This Policy applies to all customers, suppliers, agents, dealers and merchants.

2 Collection of Information

We collect your personal information with your knowledge and consent when you do any of the following:

- 2.1 download or register the App in any of the Devices;
- 2.2 subscribe to any of our services;
- 2.3 create an account with Boya by providing basic information including your phone number, profile name, email address and or profile picture;
- 2.4 correspond with us via email or text message;
- 2.5 search for the App or service;
- 2.6 ask for more information about the App;
- 2.7 contact Boya with a query, report a problem with the App or our services;

- 2.8 respond to or participate in a survey, marketing promotion, prize competition or special offer;
- 2.9 interact with us as a supplier, agent, merchant or dealer as prescribed in this Policy; and
- 2.10 share data via an App's social media functions.

We will also receive personal data about you from various third parties and public sources.

3 What Information is collected?

The information we collect and store about you includes but is not limited to the following:

- 3.1 identity information;
- 3.2 contact data information;
- 3.3 financial data;
- 3.4 Device information;
- 3.5 your account information;
- 3.6 your transaction information when you use our services;
- 3.7 your preferences for particular products and services;
- 3.8 information provided by you or from your use of Boya's (or third party) services;
- 3.9 your contact with us, such as when you call us or interact with us;
- 3.10 your social media information or emails to us;
- 3.11 information when you visit our office;
- 3.12 data usage;
- 3.13 marketing and communications data;
- 3.14 location data; and
- 3.15 your public record or data that you have made public.

4 Use of Information

We may use and analyse your information for the following purposes:

- 4.1 to install the App and register you as a new App user;
- 4.2 to enable you to use our products and services;
- 4.3 to manage our relationship with you, including notifying you of changes to the App and any services or products;
- 4.4 to administer and protect our business and this App including, troubleshooting, data analysis and system testing;
- 4.5 responding to any of your queries or concerns;
- 4.6 verifying your identity information through publicly available and/or restricted government databases in order to comply with applicable regulatory requirements;

- 4.7 keeping you informed generally about new products and services and contacting you with offers or promotions which may interest you;
- 4.8 complying with any legal, governmental or regulatory requirement or for use by our lawyers in connection with any legal proceedings;
- 4.9 in business practices including quality control, training and ensuring effective systems operations;
- 4.10 understanding how you use our network, products and services for purposes of developing or improving products and services;
- 4.11 preventing and detecting fraud or other crimes and for debt recovery;
- 4.12 marketing as more particularly provided in clause 8;
- 4.13 to monitor trends so we can improve the App; and
- 4.14 researching, statistical, survey and other scientific or business purposes.

5 Managing and Deleting your information

- 5.1 We store information until it is no longer necessary to provide our services, or until your account is deleted, whichever comes first.
- 5.2 We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements.
- 5.3 We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.
- 5.4 To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data.
- 5.5 You can change your mobile phone number using our in-app change number feature and transfer your account to your new mobile phone number. You can also change your profile name, profile picture, and about information at any time.
- 5.6 You may delete your account at any time (including if you want to revoke your consent to our use of your information) pursuant to the Terms and Conditions. Please remember that when you delete your account, it does not affect the information other users have relating to you.
- 5.7 You may request us to delete your data.
- 5.8 In the event that you don't use the App for a period of 6 months then we treat the account as expired and your personal data may be deleted.

- 5.9 In some circumstances, we will anonymise your personal data (so that it is no longer associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

6 Disclosure of Information

Any disclosure of your information shall be in accordance with applicable law and regulations. Boya shall assess and review each application for information and may decline to grant such information to the requesting party.

We may disclose your information to:

- 6.1 law-enforcement agencies, regulatory authorities, courts or other statutory authorities in response to a demand issued with the appropriate lawful mandate and where the form and scope of the demand is compliant with the law;
- 6.2 our subsidiaries, partners and software developers who are involved in delivering Boya products and services you use;
- 6.3 fraud prevention and Anti money laundering agencies;
- 6.4 survey agencies that conduct surveys on behalf of Boya;
- 6.5 third parties to whom we may choose to sell, transfer or merge parts of our business or assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Policy; and
- 6.6 any other person that we deem legitimately necessary to share the data with.

We shall not release any information to any individual or entity that is acting beyond its legal mandate.

7 Safeguarding and Protection of Information

- 7.1 Boya maintains reasonable and appropriate security measures to protect personal data from loss, misuse, unauthorized access, disclosure, alteration, or destruction. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
- 7.2 We have put in place procedures to deal with any suspected personal data breach and will notify you or any applicable regulator, including the Data Commissioner, of a breach where we are legally required to do so.
- 7.3 We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 7.4 We try to respond to all legitimate requests within reasonable time. Occasionally it could take us longer if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

8 Direct Marketing

- 8.1 You may be required to opt in or give any other form of explicit consent before receiving marketing messages from us.
- 8.2 You can ask us to stop sending you marketing messages at any time by writing to us or contacting us at any time through the provided contacts.
- 8.3 Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of [a product, service already taken up, warranty registration, product or service experience or other transactions].
- 8.4 We will get your express consent before we share your personal data with any third party for direct marketing purposes.

9 Your Rights

Subject to legal and contractual exceptions, you have rights under data protection laws in relation to your personal data. These are listed below: -

- 9.1 right to be informed that we are collecting personal data about you;
- 9.2 right to access personal data that we hold about you and request for information about how we process it;
- 9.3 right to request that we correct your personal data where it is inaccurate or incomplete;
- 9.4 right to request that we erase your personal data noting that we may continue to retain your information if obligated by the law or entitled to do so;
- 9.5 right to object and withdraw your consent to processing of your personal data. We may continue to process if we have a legitimate or legal reason to do so;
- 9.6 right to request restricted processing of your personal data noting that we may be entitled or legally obligated to continue processing your data and refuse your request;
- 9.7 right to request transfer of your personal data to you or a third party;
- 9.8 right to have the data processed in accordance with the right to privacy;
- 9.9 right to have the data processed in a lawful, fair and transparent manner;
- 9.10 right to have the data collected for explicit, specified and legitimate purposes and not further processed in a manner incompatible with those purposes; and
- 9.11 right to have the data for no longer than is necessary for the purposes which it was collected.

10 Right to Lodge Complaint

You have the right to lodge a complaint with the relevant supervisory authority, including the Data Commissioner, for resolution. However, you are encouraged to raise your complaint directly with Boya and provide us the opportunity to resolve the issue before raising a complaint with the relevant regulatory authority.

11 Non-Compliance with this Policy

Boya shall have the right to terminate any agreement with you for failure to comply with the provisions of this Policy and reject any application for information contrary to this Policy.

12 Amendments to this Policy

We keep this Policy under regular review. In case the Policy is amended, you will be notified by email or short message service (sms) or when you next start the App and will have the right to review the revised Policy before you choose to continue using our services or products.

13 How to Contact Us

If you would like to contact us on any topics in this Policy, you can email us on support@boya.co or submit a request via our digital platforms.