

## **DATA PROTECTION POLICY**

The purpose of the Data Protection Policy is to inform you of how Guardian Bank Ltd (GBL) manages Personal Data (as defined below) which is subject to the Data Protection Act (No. 24 of 2019) ("the Act"). Please take a moment to read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with us, submitting information to us, or signing up for any products or services offered by us, you agree and consent to GBL collecting, using, disclosing and sharing with our branches your Personal Data, and disclosing such Personal Data to the Bank's authorised service providers and relevant third parties in the manner set forth in this Data Protection Policy.

This Data Protection Policy supplements but does not supersede nor replace any other consents you may have previously provided to GBL in respect of your Personal Data, and your consents herein are additional to any rights which the Bank may have at law to collect, use or disclose your Personal Data.

GBL may from time to time update this Data Protection Policy to ensure that this Data Protection Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Data Protection Policy as updated from time to time on our website (yet to be put). Please check back regularly for updated information on the handling of your Personal Data.

### **Personal Data**

In this Data Protection Policy, "Personal Data" refers to any data about an individual or Corporate Entity who/which can be identified

(a) from that data; or

(b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.

Examples of such Personal Data you may provide to us include

- i). Name and photo,
- ii). Date of birth and Gender,
- iii). Passport, identification number, or Alien's Certificate number, birth certificate,
- iv). Personal Identification Number (PIN),
- v). Mobile and telephone number(s),
- vi). Postal Box and Post Code and physical mailing address,

vii). email address

viii). transactional data and any other information relating to any individuals which you have provided us in any forms you may have submitted to us (including in the form of biometric data), or via other forms of interaction with you.

## 1. Collection of Personal Data

1. Generally, we collect Personal Data in the following ways:

1). when you submit any form, including but not limited to application forms or other forms relating to any of our products or services which you access through any of the GBL branches;

2). when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use our services;

3). when you interact with our staff, including branch managers and their assistants, example via telephone calls (which may be recorded), letters, face-to-face meetings and emails;

4). when your images are captured by us via closed-circuit television cameras ("CCTVs") while you are within our branches and head office premises, or via photographs or videos taken by us or our representatives when you attend events hosted by us;

5). when you use some of our services provided through online and other technology platforms, such as websites, internet banking and mobile app, including when you establish any online accounts with us;

6). when you request that we contact you, or include you in an email or other mailing list; or when you respond to our request for additional Personal Data, our promotions and other initiatives;

7). when you are contacted by, and respond to, our marketing representatives, agents and other service providers;

8). when we seek information about you and receive your Personal Data from third parties in connection with your relationship with us, for example, from referrers, business partners, external or independent asset managers, public agencies or the relevant authorities;

9). through physical access, internet and information technology monitoring processes;

10). in connection with any investigation, litigation, registration or professional disciplinary matter, criminal prosecution, inquest or inquiry which may relate to you or any authorized mandates; and

11). when you submit your Personal Data to us for any other reason.

2. When you browse our website and platforms, you generally do so anonymously but please see the section below on cookies. We do not, at our website and platforms, automatically collect Personal Data, including your email address unless you provide such information or login with your account credentials.
3. If you provide us with any Personal Data relating to a third party (for example, information of your spouse, children, parents, additional authorised mandates), by submitting such information to us, you represent to us that you have obtained the consent of the third party to you providing us with his/her Personal Data for the respective purposes, or you being the legal guardian/parent of the child's account granting you the right to operate the account). "Authorised mandates" may include but is not limited to any beneficial owner, authorised signatory, director, shareholder, officer of a company, partner or member of a partnership, trustee, beneficial owner, protector or grantor of trust, mandate holder, power of attorney holder, surety, third party security provider, guarantor, founder and/or employee, payee of designated payment, representatives, agents or nominees.
4. You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested. You agree to inform GBL immediately of any change of facts or circumstances which may render any information or Personal Data previously provided inaccurate, untrue or incorrect and provide any information or documentation as GBL may reasonably require for the purposes of verifying the accuracy of the updated information or Personal Data.

## **2. Purposes for the Collection, Use and Disclosure of Your Personal Data**

1. Generally, GBL collects, uses and discloses your Personal Data for the following purposes:
  - 1). responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
  - 2). verifying your identity and customer due diligence;
  - 3). managing the administrative and business operations of the bank and complying with internal policies and procedures (including but not limited to facilitating business continuity planning);
  - 4). audit purposes;
  - 5). verifying or confirming written instructions from you or for your account (including but not limited to instructions on fund transfers or remittances);
  - 6). matching any Personal Data held which relates to you for any of the purposes listed herein;
  - 7). resolving complaints and handling requests and enquiries;

i). preventing, detecting and investigating crime, including fraud and money-laundering or terrorist financing, and analysing and managing commercial risks (including but not limited to preventing and detecting loss of GBL's proprietary and sensitive information);

ii). project management;

iii). providing media announcements and responses, for example in relation to complaints or law suits;

iv). requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our products, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services;

v). managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);

vi). managing and preparing reports on incidents and accidents;

vii). organising events, seminars or trainings;

viii). complying with any applicable rules, laws and regulations, codes of practice or guidelines, obligations, requirements or arrangements for collecting, using and disclosing Personal Data that apply to GBL or that it is expected to comply, according to:

a). any law binding or applying to it within Kenya existing currently and in the future;

b). any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within Kenya existing currently and in the future;

c). any present or future contractual or other commitment with local legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on GBL by reason of its financial, commercial, business, or other interests or activities in or related to the jurisdiction of the relevant local legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations;

ix). to assist in law enforcement and investigations by relevant authorities;

x). in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice,

and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;

xi). archival management (including but not limited to warehouse storage and retrievals); and/or

xii). any other purpose relating to any of the above.

These purposes may also apply even if you do not maintain any account(s) with us, or have terminated these account(s).

2. In addition, GBL collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship:

1. If you are a prospective customer:

i). evaluating your eligibility to open an account with us and your financial and banking needs and providing recommendations to you as to the type of products and services suited to your needs;

ii). assessing and processing any applications or requests made by you for products and services offered by GBL; and/or

iii). any other purpose relating to any of the above.

2. If you are a customer holding an account with GBL or an Authorised Mandate or an administrator, executor, liquidator, official assignee, receiver, or other similar official who has been so appointed pursuant to bankruptcy or insolvency proceedings instituted in Kenya or elsewhere in respect of a GBL customer or any security provider:

i). opening, maintaining or closing of accounts and our establishing or providing banking services to you;

ii). processing fund transfers or any other instructions provided in relation to the account of a GBL customer;

iii). where branch managers have been assigned to service your account or portfolio, using your telephone/mobile number(s) to contact you from time to time in order to take your instructions, and/or provide you with information, updates, or recommendations and / or in accordance with the terms and conditions of our agreement with you;

iv). processing applications for and facilitating the daily operation of services and credit facilities provided to you or other persons or corporations for whom you act as surety or third party service provider;

v). conducting CRB checks at the time of application for credit and at the time of regular or special credit reviews;

vi). carrying out client reviews, for example, annual reviews of your portfolio;

vii). to establish your financial situation, risk profile to help you consider the suitability of the products you have opened or intend to open;

viii). providing internet banking services (including but not limited to carrying out special handling requests for PIN mailers);

ix). networking to maintain customer relationship;

x). providing client servicing (including but not limited to responding to individual requests by customers, mailing services, reconciliation services and providing customer satisfaction);

xi). facilitating the transfer of funds within GBL banking accounts or from GBL accounts to external banking accounts and vice versa;

xii). administering exceptional approvals, fee adjustments or waivers;

xiii). registering the pledge or charge that you or the surety or the third party security provider has granted in favour of GBL as security for the credit facilities granted by GBL to you;

xiv). administering credit and debit cards (including but not limited to processing card applications, transactions and credit limit approvals);

xv). providing cheque deposits and issuance services;

xvi). determining and collecting amounts owed by you or the borrower for whom you act as surety or third party security provider or those providing security or acting as surety for your liabilities and obligations;

xvii). enabling any Company or third party to perform the functions that GBL may have outsourced to it in relation to the management of your account or transactions;

xviii). enabling an actual or proposed assignee of GBL, or participant or sub-participant or transferee of GBL's rights, liabilities or obligations in respect of (1) you or (2) a security provider who provides security or acts as surety for your liabilities and obligations to evaluate the transaction intended to be the subject of the assignment, participation, sub-participation or transfer; and/or

xix). any other purpose relating to any of the above.

3. If you are an employee, officer or owner of an external service provider or vendor outsourced by GBL;

i). managing the supply of services;

ii). complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (which includes disclosure to regulatory bodies or audit checks); and/or

iii). any other purpose relating to any of the above.

4. If you are a party or counterparty to a transaction (for example, a beneficiary of a fund transfer or payment):

i). providing cash, payment and transactional services (including but not limited to the execution, settlement, reporting and/or clearing of the relevant transaction); and/or

ii). any other purpose relating to any of the above.

3. In addition, where permitted under the Act, GBL may also collect, use and disclose your Personal Data for the following purposes (which we may describe in our documents and agreements as "Additional Purposes" for the handling of Personal Data):

i). providing or marketing services, products and benefits to you, including promotions, loyalty and reward programmes;

ii). matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the customisation, provision or offering of products and services, marketing or promotions by GBL;

iii). sending you details of products, services, special offers and rewards, or guides, either to our customers generally, or which we have identified may be of interest to you; and/or

iv). conducting market research, understanding and analysing customer behaviour, location, preferences and demographics for us to offer you products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile.

4. If you have indicated that you consent to receiving marketing or promotional information via your mobile number(s), email addresses then from time to time, GBL may contact you using the mobile number(s) and email addresses (including whatsapp messages, SMS messages, email messages) with information about our products and services (including discounts and special offers).
5. In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

### 3. Disclosure of Personal Data

1. GBL will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be provided, for the purposes listed above (where applicable), to the following entities or parties:
  - i). counterparties and their respective banks in relation to transactions for your account including fund transfers, payments, issuance of standby letters of credit, banker's guarantees or letters of undertaking and drawing of cheques;
  - ii). third party recipients of reference letters;
  - iii). insurers or brokers in relation to the insurance products or services that you have applied for;
  - iv). trustees, attorneys and asset managers appointed by you to manage your account held with GBL;
  - v). referrers who have referred you to GBL;
  - vi). any person (1) who provides security or acts as surety for your liabilities and obligations to GBL or (2) for whom you act as surety or third party security provider;
  - vii). agents, contractors, vendors, installers, or third party service providers who provide administrative or operational services to GBL, such as courier services, telecommunications, information technology, training, market research, storage, archival, customer support investigation services or other services to GBL;
  - viii). agents, contractors, vendors or other third party service providers in connection with marketing, products and services offered by GBL;
  - ix). analytics, search engine providers or third party service providers that assist us in delivering our products, services, websites and platforms as well as improving and optimising the same;



- x). credit reference bureau;
- xi). debt collection agencies;
- xii). any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or any debt or asset sale) involving any of the Companies;
- xiii). credit card companies and their respective service providers in respect of credit cards held by you;
- xiv). our professional advisers such as our auditors and lawyers;
- xv). third parties who provide corporate advisory services or due diligence services in connection with you, any Authorised Mandates or your account held with GBL;
- xvi). relevant government regulators, statutory authorities or law enforcement agencies who have jurisdiction over GBL;
- xvii). any liquidator, receiver, administrator, trustees-in-bankruptcy, custodian or other similar official who has been so appointed, pursuant to bankruptcy, winding-up or insolvency proceedings instituted in Kenya in respect of you or your assets;
- xviii). third parties who carry out registration of charge or pledge over the assets that you have pledged or charged to GBL;
- xix). corporate service providers or lawyers, who are appointed by you;
- xx). surveyors or valuers or other third parties in relation to assets which you will be charging to GBL;
- xxi). collection and repossession agencies in relation to the enforcement of repayment obligations for loans;
- xxii). third parties who organise promotional or marketing events, seminars or trainings;
- xxiii). any other party to whom you authorise us to disclose your Personal Data to.

#### **4. Use of Cookies and Related Technologies**

1. Our websites and platforms use cookies and other technologies. Cookies are small text files stored in your computing or other electronic devices when you visit our website and platforms for record keeping purposes. Cookies are stored in your browser's file directory,

and the next time you visit the website or platform, your browser will read the cookie and relay the information back to the website, platform or element that originally set the cookie. Depending on the type of cookie it is, cookies may store user preferences and other information.

2. Web beacons (also known as pixel tags and clear GIFs) involve graphics that are not apparent to the user. Tracking links and/or similar technologies consist of a few lines of programming code and can be embedded in our websites or platforms. Web beacons are usually used in conjunction with cookies and primarily used for statistical analysis purposes. This technology can also be used for tracking traffic patterns on websites and platforms, as well as finding out if an e-mail has been received and opened and to see if there has been any response.
3. We may employ cookies and other technologies as follows:
  - i). tracking information such as the number of visitors and their frequency of use, profiles of visitors and their preferred sites;
  - ii). making our websites and platforms easier to use. For example, cookies may be used to help speed up your future interactions with our websites and platforms;
  - iii). to better tailor our products and services to your interests and needs. For example, cookies information may be identified and disclosed to our vendors and business partners to generate consumer insights;
  - iv). collating information on a user's search and browsing history;
  - v). when you interact with us on our websites and platforms, we may automatically receive and record information on our server logs from your browser. We may collect for the purposes of analysis, statistical and site-related information including, without limitation, information relating to how a visitor arrived at the website or platform, the browser used by a visitor, the operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (which may include for example, information about which pages they have viewed, the time the pages were accessed and the time spent per web page);
  - vi). using such information to understand how people use our websites and platforms, and to help us improve their structure and contents;
  - vii). using cookies that are necessary in order to enable our websites and platforms to operate, for example, cookies that enable you to log onto secure parts of our websites and platforms; and/or
  - viii). personalising the website and platform for you, including delivering advertisements which may be of particular interest to you and using cookie related information to allow us to understand the effectiveness of our advertisements.

4. Some cookies we use are from third party companies to provide us with web analytics and intelligence about our websites and platforms. These companies collect information about your interaction with our websites and platforms. We use such information to compile statistics about visitors who interact with the websites, platforms and other OCBC online content, to gauge the effectiveness of our communications, and to provide more pertinent information to our visitors.
5. If you do not agree to such use of cookies, you can adjust your browser settings. Unless you have adjusted your browser settings to block cookies, our system will issue cookies as soon as you visit our site or click on a link in a targeted email that we have sent you, even if you have previously deleted our cookies
6. The way which cookies can be managed depends on your browser. The following links provide information on how to configure or disable cookies in each browser:
  - i). Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en>
  - ii). Mozilla Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
  - iii). Internet Explorer: <http://windows.microsoft.com/en-SG/internet-explorer/delete-manage-cookies#ie=ie-9>
  - iv). Safari: [http://support.apple.com/kb/HT1677?utm\\_source=Agillic%20Dialogue](http://support.apple.com/kb/HT1677?utm_source=Agillic%20Dialogue)
  - v). Safari for iPhone: <http://support.apple.com/kb/ta38619>
  - vi). Chrome for Android: <https://support.google.com/chrome/answer/2392971?hl=en>

If you do not agree to our use of cookies and other technologies as set out in this Data Protection Policy, you should delete or disable the cookies associated with our websites and platforms by changing the settings on your browser accordingly. However, you may not be able to enter certain part(s) of our websites or platforms. This may also impact your user experience while on our websites or platforms.

## **5. Data Security**

1. GBL will take reasonable efforts to protect Personal Data in our possession or our control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or that for example no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites and take any necessary precautions.

2. While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or electronic communication or when you use our electronic services, and we urge you to take every precaution to protect your Personal Data when you use such platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.
3. If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorised transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorised and/or fraudulent use of your username and password.

## 6. Third-Party Sites

1. Our website may contain links to other websites operated by third parties. We are not responsible for the privacy practices of websites operated by third parties that are linked to our website. We encourage you to learn about the privacy policies of such third party websites. Some of these third party websites may be co-branded with our logo or trademark, even though they are not operated or maintained by us. Once you have left our website, you should check the applicable privacy policy of the third party website to determine how they will handle any information they collect from you.

## 7. Contacting Us – Feedback, Withdrawal of Consent, Access and Correction of your Personal Data

1. If you:
  - i). have any questions or feedback relating to your Personal Data or our Data Protection Policy;
  - ii). would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy; or
  - iii). would like to obtain access and make corrections to your Personal Data records, please contact us as follows: **(The bank is to appoint a DPO for the below information to be filled in)**

<b>Email:</b>	
<b>Call:</b>	<b>+254</b>
<b>Write in:</b>	

2. If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, GBL may not be in a position to continue to provide its products or services to you, administer any contractual relationship in place, may also result in the termination of any agreements you have entered into with GBL and your being in breach of

your contractual obligations or undertakings, and GBL's legal rights and remedies in such event are expressly reserved.

## **8. Governing Law**

1. This Data Protection Policy and your use of this website shall be governed in all respects by the laws of Kenya.