

MoMo Payment Service Bank Privacy Policy

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MOMO'S ENHANCEMENT TO YOUR PRIVACY

1. INTRODUCTION

MoMo Payment service Bank ("MoMo PSB ") is a fully registered limited liability company with Corporate Affairs Commission (CAC) and licensed by the Central Bank of Nigeria (CBN) to offer financial services with Registration No: 1870676 and principal place of business at Akin Adesola, Victoria Island Lagos. MoMo PSB respects the privacy of our Customers' Personal Information which should be protected through the use and interaction with <https://www.momopsb.com> and all associated websites, mobile applications, products and services.

We have prepared this MoMo PSB Privacy Notice (this "Privacy Notice or "Notice") to notify You of the type of Personal Information we collect from You, Our Customers and/or Users; how We will treat that Personal Information; and the circumstances under which We will share it with third parties.

This Notice incorporates MoMo's Privacy Policy at <https://www.momopsb.com>

2. KEY DEFINITIONS

The following key terms should be read in conjunction with this Notice:	Definition
Consent	Freely given indication of the Customer's wishes or a clear affirmative action signifying Customer's or User's agreement to the processing of Personal Data relating to him or her.
Data Subject	The person (natural or juristic) to whom Personal Information relates. In this case, the Customer.

Customer	A customer is a person (individual or organization) who enters into a contract by subscribing to MoMo PSB or any it's Affiliates' Services or Products, for use (as part of an integrated solution provided by MoMo PSB).
Supplier	Any person who works for or provides services to or on behalf of MoMo and receives, or is entitled to receive, remuneration and any other person who assists in carrying out or conducting the business of MoMo. This includes employees, agents, representatives and sub-contractors of Suppliers/Agents.
NDPR	Nigerian Data Protection Regulation
Personal Information	<p>Information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.</p> <p>This includes, but is not limited to, details such as Your name, phone number, address, age, curriculum vitae, marital status, gender, health details, location information, online identifier, the personal opinions, views or preferences of the person; company's registered name, registration number, Director's names, ID numbers, addresses and other company details which could include: financial information and banking details and registered or unregistered identification or proprietary marks etc.</p>
Processing / Process of Personal Information	<p>Any operation or activity or any set of operations, whether by automatic means, concerning Your Personal Information, including—</p> <p>(a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;</p> <p>(b) dissemination by means of transmission, distribution or making available in any other form; or</p> <p>(c) merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information.</p>

Operator	A third-party who is processing Personal Information for MoMo in terms of a contract or mandate, without coming under the direct authority of that party
Organizations	This means other entities such as a service provider, whether it is an affiliate or a supplier, to perform activities, services, functions, or processes on an ongoing basis that would normally have been undertaken by MoMo itself.
Sensitive Personal Information	Information relating to Your biometric details, race, pregnancy, marital status, ethnic or social origin, color, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of that person.
“You”, “Your”	the Customer
“Us”, “We”, “Our”	MoMo PSB
User	A user is a person (individual or organisation) who uses any of MoMo channels, which are not limited to MoMo websites; mobile applications; Unstructured Supplementary Service Data (USSD) and Short Message Service (SMS); and other products and services.
MoMo Data	MoMo Personal Information, Personal Information of its affiliates, customers, employees, agents, representatives, contractors and professional advisors.

3. ACTS OF CUSTOMER?

Customers who act on behalf of an organization may only use MoMo websites, mobile applications, products and services with authorization from the organization.

Customers who are natural persons must be 18 years or older. If You are under 18 years, you may only use MoMo PSB websites, mobile applications, products and services with the assistance of a parent or guardian who has provided consent for You.

4. WHO DOES THIS NOTICE APPLY TO?

This Notice applies to:

- all Customers and/or users who are natural persons; and
- all Customers and/or users who are organizations.
- all MoMo employees and job applicants or prospective employees.
- all MoMo suppliers, partners and service providers.
- All Retail agents.

5. WHAT WE COLLECT ABOUT YOU?

Through the website, mobile applications, USSD, SMS or any other products and services which You are subscribing to, you may be requested to provide Your Personal Information or company information which is relevant to the type of services and products.

Company information of Our Customers would include but not be limited to name, registered address and billing information etc.

While You are making use of any MoMo website, mobile applications, MoMo automatically collects certain personal or company information such as Your IP address; browser type; operating system; mobile carrier; Your Internet Service Provider (ISP), Uniform Resource Locators (URLs) of sites from which You arrive or leave the MoMo website; and mobile applications and sites that have embedded MoMo platform technology. Through cookies and other technologies, We can recognize You as an existing or registered user of the MoMo website and/or mobile application and are able to better serve You as a result.

We also collect information relating to job application or employment such as race, gender, sex, marital status, national, ethnic or social origin, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth date. This also includes but is not limited to information relating to the education or the medical, financial, criminal or employment history. We also collect your voice data whenever you call our customers service or perform related activities.

6. COOKIES

A cookie is generally a tiny data file that resides on Your computer, mobile phone, or other devices, and allows MoMo to recognize You as a user when You return to the MoMo website using the same computer and web browser. There are different types of cookies. Here are two examples:

I. A “persistent” cookie – this cookie is set once You have logged on to a website. The next time You visit the website, the persistent cookie will allow the website to recognize You as an existing user or registered user, so You will not need to log in before using the services. However, if You wish to access or change any of Your payment information (like a debit or credit card number) or Your registered information, you must log in securely again with Your password, even if Your computer contains a persistent cookie.

II. A “session” cookie – this cookie is used to identify a visit to a website. Session cookies expire after a short time or when You close Your web browser.

You can remove or block cookies using the settings in Your browser, but in some cases doing so may impact Your ability to use the website.

7. CONSENT FROM YOU

MoMo will not collect or process Customer and/or User personal or company information without obtaining the Customer and/or user’s Consent. Your Consent is obtained in terms of a legally binding

agreement, which includes the applicable commercial terms and conditions, website, mobile applications, USSD, SMS terms and conditions and this Privacy Notice. Examples are Pre-paid terms and conditions, Post-paid terms and conditions, Master Services/Reseller Agreements and registrations or signing up of any MoMo services and products via any channel, MoMo Privacy Policy, and this Privacy Notice.

By accepting to the above-mentioned terms and conditions, You are accepting the terms and conditions of this Privacy Notice and provide MoMo with consent for the processing of Your personal or company information and accepting the practices described in this Notice.

8. THE USE OF YOUR PERSONAL INFORMATION OR COMPANY INFORMATION

To provide You, Our Customers and/or user, with the best fintech services, mobile applications, USSD and SMS products and services, MoMo will use Your Personal Information to:

- Process the products and services You have subscribed to or bought from Us, and keep You updated with Your order progress.
- Provide the relevant service or product including but not limited to banking services, payment, deposit, withdrawal and other services related to You. This includes other services not included in Your agreement with Us, and services that use information about You and how You use our products and to contact You about changes to the service or product.
- Bill You for using Our products or services and protect Our products and services.
- Understand how You use Our products and services. That way, we can develop more interesting and relevant products and services, as well as personalize the products and services We offer You.
- Carry out research and statistical analysis to monitor how Customers and/or users' use Our products and services on an anonymous or personal basis.
- Review Your application, participation or eligibility in respect of any form of donation, project or program under MoMo PSB.
- Conduct market research and perform statistical analyses of Our Customers and/or users' behavior. By being aware of Our Customer's and/or User's interest in and use of the various areas of the MoMo websites, mobile applications, USSD and SMS products and services for MoMo to better serve its Customers and/or Users.
- Share information with MoMo third parties within Our operations and Value Added Service Providers where We have an underlying contractual relationship to provide the service to You, including those third parties to whom You have subscribed for their services and consented to Our provision of Your Personal Information to them.
- Prevent and detect fraud, information security and privacy incidents and other crimes, recover debts or trace those who owe Us money.
- Send You promotional materials or details by SMS, e-mail, post or electronic communication provided You have given Your consent to receive such promotional materials from MoMo.
- Let You know about other companies' products and services (including offers and discounts We have specially negotiated for Our customers) that We think may interest You, if You have chosen to receive this information.
- Contact You in the event of a query and respond to any questions or concerns You may have about using Our products or services.

- In any circumstance prescribed by law including but not limited to investigation of criminal activities, directives from law enforcement etc.
- Provide up to date service delivery as regards the services subscribed to and/or made available by MoMo to its Customers.
- to fulfil employee contractual agreement(s) for;
- for staffing, assessment, recruitment and career development opportunities
- to administer the benefits and services to employees;
- for purposes of performance management, talent management and succession planning, remuneration and benefits; training and development; management statistics on employment;
- for occupational health administration; work management; business travel; corporate security; organizational charts; archiving emails for disaster recovery purposes, legal and regulatory reporting obligations; and any other legitimate business interests;
- Where Your Personal Information is required other than in respect of the aforementioned, MoMo shall notify You of such other purpose for which Your Personal Information is required to enable You to provide Your consent.

9. THE SAFEGUARDS FOR YOUR PERSONAL OR COMPANY INFORMATION

- Maintaining the security of Your Personal Information is important to MoMo. Reasonable security safeguards have been implemented to protect Your Personal Information. MoMo uses various methods to protect Your information such as:
- Encryption methods when transmitting payment information, such as Your credit card information. An icon resembling a padlock is displayed on the bottom of most Internet browser windows during encrypted transactions.
- Access to Your Personal Information on MoMo websites, mobile applications, USSD and SMS products and services will be encrypted and/or password protected.
- Sensitive data (such as credit card information) is protected by SSL encryption when it is exchanged between Your web browser and the MoMo website and mobile applications.
- To protect any data, you store on Our servers, MoMo regularly audits its systems for possible vulnerabilities and attacks.
- MoMo maintains an Information Security Program internally to ensure that Your Personal Information is protected against unauthorized access, accidental loss or destruction.

10. SHARING OF YOUR PERSONAL INFORMATION OR COMPANY INFORMATION

MoMo will share Your Personal Information to third parties only where it is necessary to deliver services to You and in compliance with a lawful order or request without recourse to the Customer. Disclosure in the former instance shall be made with the Customer and/or user's consent;

There will be circumstances where We are obliged to disclose Your information by law and are prohibited from informing You when we have received a request for Your Personal Information in relation to any suspected or alleged criminal activity.

In addition, companies employed by MoMo to perform certain functions ("Third Parties") may be assessed to ensure that they handle Our Customer and/or user information securely. Some of MoMo Third Parties perform the following functions for MoMo:

- Receiving payments, fulfilling orders, delivering packages, sending postal mail and email, removing repetitive information from customer lists, analyzing data, providing market assistance, providing search results and links (including paid listings and links), processing credit card payment, and providing customer service.
- Approved online service on MoMo's websites, products and services.

These Third Parties have access to Personal Information needed to perform their functions and for purposes clearly defined by MoMo.

11. YOUR RIGHTS AS CUSTOMER OR USER

- Erasing your information

You have the right to request that MoMo erase your Personal Data if it is no longer valid or necessary for the purposes for which it was collected or if it is incomplete or inaccurate.

- Receiving your information

You have the right to receive your Personal Data in a commonly used and machine-readable format and the right to transmit these data to another Data Controller when the processing is based on (explicit) consent or when the processing is necessary for the performance of a contract.

11.1 Accessing and Changing Your Information

You can review the information You provide to Us and make any desired changes to the information You have provided. Please be aware that even after Your request for a change is processed, MoMo may, for a time, retain residual information about You in its backup and/or archival copies of its database.

11.2 Direct Marketing

You have the right to choose whether You receive marketing material or not. By accepting using Our products and services, you are also agreeing to MoMo sending You marketing material on related services, products and offerings provided from MoMo from time to time. If You change Your mind at any time, you are always able to opt-out.

We do comply with applicable provisions of the Central Bank of Nigeria guidelines and relevant Consumer Protection regulations on direct marketing.

11.3 Deletion or destruction of Your Information and Period of Retention

You may request that we delete and destroy any of Your Personal Information provided that Your relationship with MoMo has been appropriately terminated.

MoMo will, however, retain and use Your Personal Information in accordance with applicable laws for retention of data, for as long as is necessary to provide You with Our services and comply with legal and business obligations, resolution of disputes and enforcement of this Notice among others.

11.4 Transfer and storage of Personal Information across borders

- You understand that MoMo may be required to host, process, transfer and store Your Personal Information in other countries for business purposes which could include giving effect to a third-party contract for Your benefit or Your protection.
- MoMo shall ensure that the countries have adequate data protection laws, corporate security policies, procedures and standards to adequately protect Your Personal Information as prescribed by NDPR.
- Your Personal Information shall be stored in Oracle Advanced Security Transparent Data Encryption format using Generally Accepted International Security Standards (ISO).
- Your Personal Information shall be subject to the Nigerian Data Protection Regulation 2019 (as may be amended from time to time) and any other applicable Data Protection Regulation.

11.5 Right to withdraw consent

You have a right to withdraw Your consent at any time without affecting the lawfulness of Your information received and processed by MoMo in line any legal obligation or prior to Your withdrawal of consent.

11.6 Reporting incidents

In the event of a privacy breach, MoMo shall report such breach to the relevant authority and if necessary, affected individuals of personal data breach (where the personal data breach will likely result in high risks to the freedoms and rights of the data subject) within reasonable time of being aware of the breach.

MoMo shall take steps to investigate and recover personal data. MoMo will also ensure that controls are enhanced to prevent a re-occurrence of the breach.

You have a right to lodge a complaint before an appropriate authority for any breach of Your rights.

Kindly notify Us:

- If You believe Your MoMo platform via website and/or mobile application or subscription account to MoMo products and services has been compromised.
- If You have been contacted by someone via email or SMS about Your MoMo websites, mobile applications, products and services account asking for a password, birth date or other personal or company information.
- If You believe Your Personal Information has been used for fraudulent activity.
- If You are a member of the security community and need to report a technical vulnerability.
- If You have any other enquiry relating to information privacy and security.

12. YOUR OBLIGATIONS

As a Customer and/or user, there are certain obligations expected from You. Some of these obligations are imposed by applicable law and regulations, and others have become commonplace for MoMo:

- You must always abide by the terms and conditions of this Notice and any agreement relating to MoMo products and services that You have subscribed to. This includes respecting all intellectual property rights that may belong to Third Parties (such as trademarks or photographs).

- You must not download or otherwise disseminate any information that may be deemed to be injurious, violent, offensive, racist or xenophobic, discriminates against people on the basis of gender and sexual orientation threatens the rights and safety of others, or which may otherwise violate the purpose and spirit of MoMo and its community of users on MoMo websites and/or mobile applications.
- You must not provide MoMo with information that You believe might be false or misleading.
- You must keep Your username and password confidential and not share it with others.
- Promptly notify MoMo at the Contact Details indicated below, where You wish to exercise any of Your rights with respect to Your Personal Information.

13. RIGHT TO AMEND THIS PRIVACY NOTICE

MoMo may, at any time, change its Privacy policy and this Privacy Notice by posting the amended version on www.momopsb.com. Unless otherwise stated, the current version will apply each time You access this website.

14. CONTACT DETAILS

Attention: Data Processing Officer

Address: MoMo Payment Service Bank

Email address: dpo@momopsb.com

15. DATE OF PUBLISHING

Last updated August 2022