

## COMBINED

### Consent and Declaration

By applying, or providing Bayport with the OTP, I understand and agree that:

1. In this document, "**Personal Information**" means Personal Information and special Personal Information as defined in the Protection of Personal Information Act, 4 of 2013, as amended from time to time, including any Regulations issued in terms of that Act ('**POPIA**').
2. I consent to Bayport furnishing information about me to any and all Bayport affiliates which relates to or has a bearing on any suspected or proven fraudulent activity. Bayport and its affiliates reserve the right to refer any instance of suspected or proven fraud to the SAFPS and/or SAPS and, where possible, will actively seek to prosecute those responsible;
3. Various third-party service providers who are not employees of Bayport render services to Bayport and may need access to my Personal Information in order to render those services. I hereby instruct and consent to Bayport disclosing and/ or transferring and/or hosting my Personal Information to or with third parties appointed by Bayport to render services to it as well as to any third party who may acquire an interest (such as ownership, security interest or the like) in the product offering agreements concerned;
4. I consent to the retention of my Personal Information for as long as is necessary to achieve the purpose for which it was collected, and for such longer period as may be required by Bayport's internal system functioning requirements or which is needed to comply with legislation that authorises and/or requires that Bayport keep my Personal Information for a prescribed period of time.
5. This consent and all decisions and required documents will form part of any agreement/s signed with Bayport and shall be read together with that agreement/s as one document;
6. I understand that all references to Personal Information include biometric information.
7. I undertake to familiarise myself with the Bayport Terms and Conditions as displayed on the Bayport website; [www.bayport.co.za](http://www.bayport.co.za).
8. I will give, where applicable, honest, accurate and current information about myself to Bayport and to maintain and update such Personal Information when necessary.
9. My Personal Information may be used for the following reasons:
  - a. To comply with statutory and regulatory requirements in respect of the storage and maintenance of documents and information;
  - b. To comply with information requests by regulators or bodies lawfully requesting the information
  - c. For processing customer complaints;
  - d. For internal purposes such as training and monitoring;
  - e. To detect, prevent and report on law enforcement and anti-money laundering and counter-terrorist financing initiatives;
  - f. Minimal information for historical, statistical and research purposes;
  - g. To enforce and collect on any agreement with Bayport when I am in default or breach of the agreement terms and conditions, like tracing me or to institute legal proceedings against me;
  - h. For profiling purposes, including conducting a detailed analysis such as affordability and credit assessments to determine if I qualify for Bayport products;
  - i. Information may be used to help Bayport develop, test and train new or improved products;
  - j. To process payment instructions, such as debit orders and to receipt these against my loan profile;
  - k. Preparing and sending of monthly statements or other notifications to me;
10. Bayport, where necessary, may store my Personal Information in countries outside of South Africa. Bayport will ensure that these countries subscribe to similar data protection laws or, where they do not subscribe to similar data protection laws, Bayport will enter into an agreement with these storage providers to ensure that they are liable to protect my Personal Information in accordance with the relevant laws.
11. Bayport may share my Personal Information with the following bodies. These bodies are obligated under POPIA to keep my Personal Information secure and confidential. Except as provided for below and elsewhere in this document, Bayport will not disclose any of my Personal Information without my express consent, unless the disclosure is lawful or is required by law.

- a. Regulatory authorities, Ombudsman, governmental department, local and international tax authorities and other persons that Bayport under the law have to share my Personal Information with.
  - b. Credit bureaux.
  - c. Payment processing service providers and other parties that assists with the processing of payments as stipulated in any future agreement with Bayport.
  - d. Insurers that assist with providing insurance and assurance
  - e. Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
12. Some decisions about my application may be made without human intervention and my Personal Information may be processed using automated means. I understand I may query the decision made about me with Bayport.
  13. I have the right to access the Personal Information that Bayport has about me by contacting Bayport's customer care line on the number provided on the Bayport website at [www.bayport.co.za](http://www.bayport.co.za).
  14. I have the right to request Bayport to correct or delete Personal Information that they have about me that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that they are no longer authorised to keep. Personal Information that Bayport is required to collect and keep in terms of any applicable law will not be deleted until Bayport's legal obligations are met.
  15. I may object, on reasonable grounds, to the processing of my Personal information. Where I provided consent to the processing of my Personal Information or where legislation requires Bayport to do so, my objection may not be honoured.
  16. I have the right to withdraw my consent which allows Bayport to process my Personal Information. Where law requires or enables Bayport to do so, Bayport may continue to do so.
  17. Should I believe that Bayport has utilised my Personal Information contrary to applicable law, Bayport requests that I first attempt to resolve any concerns with Bayport. If I am not satisfied with Bayport's processes, I have the right to lodge a complaint with the Information Regulator at [POPIAComplaints@inforegulator.org.za](mailto:POPIAComplaints@inforegulator.org.za) or [enquiries@inforegulator.org.za](mailto:enquiries@inforegulator.org.za).
  18. I authorise Bayport (and Bayport's successors) to negotiate discounted settlement (where possible) of my credit agreements with third parties.
  19. I consent to Bayport transferring account and related Personal Information through my chosen communication methods provided in the application or registration process.
  20. Bayport (and Bayport's successors) may transfer its rights under this application to any third party which it may, in its sole discretion, decide to transfer its rights too. Any such third party or any person interested in this application or any agreement resulting from this application will be entitled to rely on the correctness and accuracy of the information I have set out in this application and any supporting documents which I may provide;
  21. Bayport will decide, in its sole discretion, to either approve or decline my application. If Bayport refuses to grant a loan, I am entitled to ask Bayport for its reasons in refusing to grant me credit;
  22. I consent to Bayport having ongoing access to my bureau information for the duration of my relationship with Bayport.
  23. Bayport has the right to verify all information that it, in its sole discretion, deems necessary for the purpose of approving or declining any application and I consent to Bayport conducting any and all verification checks Bayport may reasonably require (including, credit bureau checks, fraud database checks, employment checks, criminal checks, etc) to assess my application and to obtain any information it may require from third parties and I consent to such third parties giving Bayport the required information;
  24. I consent to Bayport obtaining and processing my personal information, including my biometric information and copies of my electronic records, from relevant institutions and associations, including my –
    - a. bank statement(s) for the account(s) that I have disclosed herein; and
    - b. payslips (to the extent that they are electronically available);
  25. The Personal Information provided to Bayport and collected by Bayport in this application process and the verifying supporting documentation may be used by Bayport and companies associated with or appointed by Bayport for the purpose of assisting with this application and/or the conclusion of an agreement with Bayport;
  26. If I have withheld Personal Information or provided false Personal Information when completing this application, I will not qualify to conclude an agreement for any Bayport product and if Bayport finds this out at a later stage, it will be entitled to cancel the agreement, without penalty, on the basis thereof.
  27. The Personal Information you supply to us, will assist us to make responsible decisions regarding your loan application. Where you withhold information, our ability to process your application lawfully, fairly and correctly may be influenced.