

BML PRIVACY POLICY

1 INTRODUCTION

- 1.1 Bayport Management Ltd ("BML") is committed to ensuring and protecting your privacy whenever you access or use its website at www.bayportfinance.com ("this website"). The BML Privacy Policy ("this policy") is set out below and provides a detailed explanation as to how BML may use your personal information, either provided by you or collected through other legal means.
- 1.2 Personal information is information that is of a personal or private nature and which identifies you or relates to you. This information may include, without limitation, details of your name, age, identity number, home and/or postal and/or work addresses, telephone numbers and other contact details, details relating to your liabilities, income, expenses, payment records, financial information and banking details such as account numbers.
- 1.3 **By accessing this website, you agree to be bound by this policy.**
- 1.4 BML reserves the right, in its sole discretion, to amend this policy. Please refer back to this policy in the future because by accessing this website you are bound to the version of the terms and conditions published on this website at the time of your visit to this website.

2 COLLECTION OF DATA FROM YOU

- 2.1 When accessing or using this website, this website may request you to provide certain personal information pertaining to you. Certain pages of this website may require you to enter your personal information in order to access certain pages of the website. If you do so provide your information, you warrant that the information which you provide relates to you and is true and complete.
- 2.2 In addition to any other methods used by BML to collect data and/or personal information through this website, the following are approved methods of collection of personal information from you –
 - 2.2.1 if you register on this website, complete an application form or provide your personal information in response to any request to do so;
 - 2.2.2 traffic data, weblogs, location data, and any other communication. These details are obtained from your visit to this website and from any resource tools that you may use while accessing or using this website.
 - 2.2.3 any communication by you (i) using this website or (ii) to BML's group of 's employees, officers, directors, agents and subcontractors.
- 2.3 BML may gather information (including personal information) from you as you access and navigate through this website by using navigational data collection tools and cookies, amongst other technologies. Cookies are files which are automatically transferred (without prompting) onto the hard drive of your computer whilst you use the website

and enables BML's systems to identify your computer every time you access this website using the computer on which the cookie was saved. You may disable cookies by configuring your web browser to do so.

- 2.4 The information (including personal information) collected by BML using navigational data collection tools and cookies –
- 2.4.1 assists BML to, amongst other things, (i) detect problems with this website and its systems, (ii) improve this website and offerings on this website, and (iii) compile information for analytical purposes; and.
- 2.4.2 will be used by BML for those purposes contemplated in 2.4.1 and no identifying information will be shared about you specifically and how you specifically accessed and/or used this website.

3 USE OF YOUR INFORMATION

- 3.1 You agree that BML may collect, store, analyse and use any information (including your personal information) and may transfer such information to its employees, officers, directors, agents and sub-contractors (who are bound by obligations of confidentiality) for the following purposes –
- 3.1.1 to establish and verify your identity and contact details;
- 3.1.2 the assessment of any applications for loans, goods or services provided by BML now or in the future, including the pre-assessment of any potential loans, services or product offerings which may be made to you by BML;
- 3.1.3 the implementation or enforcement of any commitment made or obligation assumed by and any right of BML in terms of a contract;
- 3.1.4 developing, maintaining and improving this website and/or BML's services and/or BML's product offerings (including credit products);
- 3.1.5 to communicate with you regarding existing or potential transactions or claims, new or existing services and/or product offerings (including credit products), competitions or promotions;
- 3.1.6 notifications regarding changes or improvements in services and/or product offerings may be sent to you;
- 3.1.7 to provide you with value-added service offerings (if any) and may include customised offerings to suit your requirements;
- 3.1.8 to analyse and compile reports and databases for purposes of research (including, without limitation, product research, market research), developing credit scoring and other business models, statistical analyses and reporting, determining browsing habits and usage.

4 STORING YOUR PERSONAL DATA

- 4.1 Although BML uses secured servers and/or data warehousing facilities to ensure proper data storage, transmission of data on the Internet can never be ultimately secure. BML accordingly does not guarantee and provides no warranties or undertakings with regards to the security of information collected electronically or transmitted, whether through this website or by other means. As a result of BML's inability to guarantee safety, you are submitting information to us at your own risk.
- 4.2 You may be required to use a password, provide certain of your personal information or use other access features on this website to access certain areas of this website. You are responsible to safeguard any password or personal information.

5 DISCLOSURE OF YOUR INFORMATION IN CERTAIN CIRCUMSTANCES

- 5.1 BML may share any information which it collects from you through this website or other electronic means with third parties in the following instances –
- 5.1.1 if the equity in BML is sold to a third party or if BML sells or outsources all or a portion of its business or assets to a third party;
 - 5.1.2 to any affiliate of BML, such as subsidiaries, holding companies and their subsidiaries;
 - 5.1.3 to third parties engaged by BML to render services to it or on its behalf;
 - 5.1.4 where it is compelled to do so by law, regulation or by-laws or in terms of a court order or at the direction of any regulatory or governmental authority;
 - 5.1.5 where BML needs to protect or enforce its rights or is required to do so to protect the rights, property or safety of the public;
 - 5.1.6 disclosure to credit bureaux in the countries where the subsidiaries of BML are found; and
 - 5.1.7 for fraud detection and prevention purposes.

6 THIRD PARTY LINKS

BML does not accept liability or responsibility for the privacy policies of third parties and therefore does not accept responsibility for any disclosure of your personal information due to the use by you of links to access this website or links on this website to access third party's websites. You should accordingly acquaint yourself with the terms and conditions of privacy policies pertaining to such third parties' websites.

7 QUERIES AND COMPLAINTS

- 7.1 If you have any queries, comments or requests regarding this policy, please contact us at this address: bayportmanagement@bayportfinance.com

- 7.2 Should you no longer wish to receive communications from BML, please contact us at this address: bayportmanagement@bayportfinance.com

8 DISPUTES

- 8.1 If any dispute arises in connection with this website and/or this policy, the parties shall attempt to settle such dispute or difference, and, failing such settlement within a period of 20 (twenty) business days, the said dispute or difference shall on written demand by any party be submitted to arbitration in accordance with Rules of Conciliation and Arbitration of the Mauritius Chamber of Commerce and Industry (MCCI). The place of arbitration shall be the Republic of Mauritius.
- 8.2 The provisions of this 9 shall not be construed as prohibiting or restricting a party from applying for any urgent or mandatory relief from any court of competent jurisdiction.

9 GENERAL PROVISIONS

- 9.1 This policy will be governed by and construed in accordance with the law of the Republic of Mauritius. The parties hereto agree to submit to the exclusive jurisdiction of the court of the Republic of Mauritius.
- 9.2 Subject to 9.5, this policy, as amended from time to time by BML in its sole discretion, constitutes the entire agreement between you and BML in relation to the subject matter hereof.
- 9.3 No failure or delay to exercise any of BML's rights will be construed as a waiver of any such right, whether express or implied, nor will it affect the validity of any part of this policy or prejudice BML's rights to take subsequent action against you.
- 9.4 If any of the provisions of this policy are held to be invalid, unlawful or unenforceable, such provision will be deleted from the remaining provisions, which will continue to be valid to the full extent permitted by the law.
- 9.5 The provisions of this policy must be read in conjunction with the terms and conditions pertaining to this website and shall be deemed to be incorporated in those terms and conditions.
- 9.6 BML shall be entitled to cede, assign and transfer any of its rights and obligations under this policy without obtaining your consent and without notice to you. Any of BML's rights under this policy are expressed for the benefit of the affiliates of BML and shall be capable of acceptance by them, whether expressly or tacitly.

10 DOMICILIUM CITANDI ET EXECUTANDI

BML's chosen address for any legal notice is:

Bayport Management Ltd
3rd Floor
Ebene Skies
Rue de L'Institut
Ebene
Mauritius