



## PRIVACY POLICY: NIGERIA

PayU Payments Nigeria Limited trading as PayU, with registration number RC1173950 (“**PayU**”, “**we**”, “**us**”, and “**our**”) is committed to ensuring the protection of the privacy of all visitors (“**Visitors**”) to our website at [www.payu.com.ng](http://www.payu.com.ng) (the “**Website**”), as well as all persons (“**Customers**”) who have subscribed to any of the services we offer (“**Services**”) or payment receivers (“**Merchants**”).

Please read the following carefully to understand our views and practices regarding your personal information and how we will treat it.

This privacy policy (“**Policy**”), together with our Website Terms and our General Terms accessible on <https://www.payu.com.ng/legal> describes the ways in which we collect, store, use and protect the personal information of our Visitors and Customers.

Throughout this Policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person (“**Information**”). We do not consider personal information to include information that has been made anonymous. This means that the information does not identify a specific person and cannot be linked to other information that identifies a specific person.

Each Visitor who accesses the Website, and each Customer and Merchant signing up for any of our Services accepts all the provisions in this Policy when signing up for any of our Services. If you do not agree with anything in this Policy, please do not continue to use the Website or subscribe to use our Services.

You may not use our Services if you are younger than 18 years old or do not have legal capacity to conclude legally binding contracts. We do not have any intention of collecting any personal information from individuals under 18 years of age.

By accepting this Policy, you are deemed to have read and agreed with all the provisions hereof.

### 1 PROCESSING INFORMATION OF VISITORS AND MERCHANTS

#### 1.1 Types of Information we collect

As a Visitor, Customer or Merchant, you agree that we may collect, use, store, give out and otherwise deal with (we refer to all these actions separately and together as “**Process**”) the following Information:

- 1.1.1 Internet usage information, including your Internet Protocol address (“**IP Address**”), browsing habits, click patterns, unique user ID, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the Website or the PayU platform (“**Platform**”), and the dates and times that you visit the Website and Platform, paths taken, and time spent on sites and pages within the Website and Platform (“**Usage Details**”); and

1.1.2 information you give us, such as demographic information or information related to your favourite social networking site (e.g. the site name, address and description), or information relating to your participation in competitions, promotions, surveys, and/or additional services (“**Optional Details**”).

## 1.2 How we collect such Information

1.2.1 Voluntarily provided by you: Optional Details may be submitted by you if you decide to upload or download certain content (or products) from the Website or Platform, enter competitions, take advantage of promotions, respond to our surveys, register and subscribe for certain Services, or otherwise use the optional features and functionality of the Website or Platform.

1.2.2 Automatically gathered via various technologies:

1.2.2.1 **“Cookies” Information:** When you access the Website or Platform, we may send one or more cookies (small text files containing a string of alphanumeric characters) to your computer to collect certain Usage Details. PayU may use both session cookies (which disappears after you close your browser) and persistent cookies (which remain after you close your browser which can be removed manually) and may be used by your browser on subsequent visits to the Website and Platform. Please note that the use of cookies is standard on the Internet and many major websites use them. Please review your web browser “Help” file to learn more about modifying your cookie settings.

1.2.2.2 **Web Beacons:** Our Website may contain electronic image requests (called a “single-pixel gif” or “web beacon” request) that allow us to count page views and to access cookies. Any electronic image viewed as part of a web page (including an ad banner) can act as a web beacon. Web beacons are typically 1-by-1 pixel files (so small that you would likely not realize that they are there), but their presence can usually be seen within a browser by clicking on “View” and then on “Source.” We may also include web beacons in HTML-formatted newsletters that we send to opt-in subscribers in order to count how many newsletters have been read. PayU web beacons do not collect, gather, monitor or share any personally identifiable information about our Customers, they are just the technique we use to compile anonymous information about the Website and Service usage.

1.2.3 We use information from our affiliates to supplement information you have provide to us, provide joint content and services like registration, transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services and communications.

## 1.3 The purpose for which we collect this information

1.3.1 We may use any **Optional Details** provided by you for such purposes as indicated to you at the time you agree to provide such Optional Details.

1.3.2 We may use your **Usage Details** to:

1.3.2.1 automatically provide you with the latest version of the PayU application on your system;

1.3.2.2 remember your Information so that you will not have to re-enter it during your visit or the next time you access the Website or Platform;

- 1.3.2.3 monitor aggregate Website usage metrics such as total number of visitors and pages accessed;
- 1.3.2.4 track your entries, submissions, and status in any promotions or other activities in connection with your usage of the Website or Platform; and
- 1.3.2.5 monitor and improve the Service (we will do this monitoring and Service improvement through client service agencies). We, or our agents and sub-contractors may contact you by post, e-mail or telephone to ask you for your feedback and comments on the Services.

## **2 PROCESSING OF INFORMATION ABOUT MERCHANTS**

### **2.1 Types of information we collect about Merchants**

If you are a Merchant, you also agree that we may Process the following Information:

- 2.1.1 if you are an individual, your full name/s, birth date, identity number and/or passport number, gender, country of residence, and nationality ("**Personal Details**");
- 2.1.2 if you are a legal entity, your full name, registration number, country of incorporation ("**Corporate Details**");
- 2.1.3 e-mail address, mobile number, and such other contact details you give us in your Merchant Enrolment Form ("**Contact Details**");
- 2.1.4 your bank account details ("**Bank Account Details**").

### **2.2 How we collect information about Merchants**

- 2.2.1 You provide the Merchant information directly to PayU in the PayU Enrolment Form you submit to PayU during your registration as a Merchant and thereafter should you actively update or supplement such details in your Merchant Account.
- 2.2.2 From our affiliates: We collect some personal information automatically from other divisions or companies (such as, for example, MultiChoice, or 24.com) within the group of companies to which we belong, being the Naspers Limited Group.

### **2.3 The purposes for which PayU collects the information**

PayU collects and Processes the information that Merchants provide:

- 2.3.1 to operate, maintain, enhance, and provide all of the features and Services provided to Merchants and as may be necessary to ensure legal compliance as a payment service provider;
- 2.3.2 to provide our Services and fulfil our contractual obligations, including by verifying your identity and your bank account information when legally required, the payment to you of funds due to you, or debiting of fees due by you (this includes, the Merchant's **Banking Details** and **Corporate Details** or **Personal Details**, as the case may be);
- 2.3.3 to verify your identity and to inform you of facts relating to your use of the Services (e.g. notifications regarding scheduled system maintenance or downtime, major updates, customer service notifications, and to address copyright infringement or

defamation issues) as well as to inform you, subject to obtaining your prior consent, of competitions, promotions and special offers from us and/or our partners and/or affiliates.

### **3 HOW WE PROTECT & STORE PERSONAL INFORMATION**

- 3.1 We protect Information of our Merchants and Visitors by maintaining physical, electronic and procedural security safeguards in compliance with applicable Payment Card Industry Data Security Standards (“**PCI DSS**”). We also use data security safeguards such as firewalls and data encryption and we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfil their job responsibilities.
- 3.2 You should not divulge your account password to anyone. **PayU will never ask you for your password in an unsolicited (uninvited) telephone call or e-mail. You are responsible for maintaining the secrecy of your unique password and account information at all times.**
- 3.3 If you are a legal entity and not an individual, we will liaise only with your named contact or alternative contact provided by your named contact. It is your responsibility to let us know of any changes to your named contact.

### **4 CROSS- BORDER TRANSFER**

- 4.1 Transfer to other countries. To Process your information and/or transactions and to provide you with the Services, we, or our service providers, may send your Information to jurisdictions outside of Nigeria and stored there in databases. These may include South Africa and other countries.
- 4.2 Consent for cross-border transfer and storage in other countries. We will only store your Information outside of Nigeria, where it is allowed by law. You also agree to allow us or our service providers to Process and store Information outside of Nigeria, where we do this to carry out the activities with your Information as set out in 1 and 2 above.
- 4.3 Length of storage. Your Information will not be stored in Nigeria or elsewhere for longer than is allowed by law.

### **5 HOW WE SHARE INFORMATION WITH OTHERS**

- 5.1 We may share your Information with:
  - 5.1.1 the persons making payment to you - if you are a Merchant;
  - 5.1.2 other divisions or companies (such as MultiChoice for DStv) within the group of companies to which we belong, being the Naspers Ltd group of companies which includes companies registered in countries other than Nigeria so as to provide joint content and services like registration, transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services and communications. Members of our corporate family will only use this information to send you marketing communications if you have subscribed for their services and you have opted-in to receive communications from them;

- 5.1.3 carefully selected service providers under contract with PayU who help with parts of our business operations (fraud prevention, bill collection, marketing, and technology services). Our service providers are required to comply with all necessary data protection legislation applicable in your country;
  - 5.1.4 financial institutions that we partner with to jointly create and offer our Services. These financial institutions may only use this Information to market PayU Services, unless you have expressly given consent for other uses, and then only to the extent of such consent;
  - 5.1.5 credit bureaus to report account information, as permitted by law; and
  - 5.1.6 banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilise the Services to receive payments and you meet their criteria).
- 5.2 We may also share Information about you to other persons or companies:
- 5.2.1 to comply with the law, for example when –
    - 5.2.1.1 we are compelled to do so by a subpoena, court order or similar legal procedure;
    - 5.2.1.2 we need to do so to comply with any law;
    - 5.2.1.3 we believe in good faith that the disclosure of Information is necessary to prevent physical harm or financial loss or to report suspected illegal activity;
  - 5.2.2 to obtain professional or legal advice;
  - 5.2.3 if we, or one of our divisions or affiliates, merge with, get sold to or be acquired by a third party. As far as the law (and this Policy) allows we may share your Information with any successor entity in this instance.
- 5.3 PayU will not sell or rent any of your Information to third parties for their marketing purposes. We only share your personal information with third parties as described in this Policy. If you open a PayU Account directly on a third party website or application, any information that you enter on that website or application (and not directly on our Website) will be shared with the owner of the third party website or application.

## **6 HOW TO ACCESS OR CHANGE YOUR PERSONAL INFORMATION**

- 6.1 If you are Merchant, you can review and edit any of your personal information at any time by signing in to your Account and clicking the My Profile menu in any of the PayU pages. We recommend that you update your Information on the Website using the Services when you log into the Website for the first time (enrolment) or where there is a change to your circumstances or your details. For more details on how and when to update or edit your Information, please contact us.
- 6.2 As far as the law allows, it is your responsibility to keep your Information updated. We will not be responsible for any loss suffered by you because the Information was not up to date.

## **7 NON-PERSONAL INFORMATION**

Notwithstanding anything contained in this Policy regarding your information, the following information is not regarded as personal information for purposes of this Policy:

- 7.1 Permanently unidentified information that does not relate and/or cannot be traced back to a Merchant or a Visitor specifically. We may compile, use, share and otherwise process such information as we deem fit.
- 7.2 Non-personal statistical information collected and compiled by us. We own and retain all rights in such information.
- 7.3 Information which you have provided voluntarily in an open, public environment or forum including (without limitation) any blog, chat room, albums, community, classifieds or discussion board. Because the information has been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this Policy. Since such public environments are accessible by third parties, it is possible that third parties may collect and collate and use such information for their own purposes and you should accordingly be careful when deciding to share any of your personal information in such public environments.

## **8 YOUR CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION**

By accessing our Website and using our Services, you consent to our collection, storage, processing and disclosure of your personal information as described in this Policy. In the event that you terminate your Services, you consent to our retention of the Information we have already collected from you for record-keeping purposes only. We will only retain such Information for as long as necessary as required by law.

## **9 CHANGES TO PRIVACY POLICY**

- 9.1 We may amend this Policy at any time by posting a revised version on our Website. The revised version will apply to Visitors with effect from the time we post it. However, for Customers, the following additional provisions will apply:
- 9.2 we will provide Customers with at least 30 days' prior notice of any such revision by posting notice of the change in the "Policy Updates" page of the Website and notifying Customer by email, the revision will then apply to Customers with effect from the date indicated in such notice, provided that if a Customer is not happy with the revisions made, the Customer be entitled to terminate the Services subscribed for with effect from the effective date of the amendments;
- 9.3 any revisions made to our Policy during the fixed initial period of any Service subscribed for by a Customer (if applicable) will only apply to such Customer after the expiry of such initial period.

## **10 HOW YOU CAN CONTACT US ABOUT PRIVACY RELATED QUESTIONS**

If you have questions or concerns regarding this Policy, the practices of our Website, or you are aware that a minor under the age of 13 has provided us with personal information, please contact us at [support@payu.com.ng](mailto:support@payu.com.ng).