



Summary

Below is a Summary of some key Terms for your reference. Please note that this Summary is not binding and is intended for your information before you accept the Terms provided in the website.

- Use of the Website is subject to the Terms set out below and your acceptance of the Terms. You are encouraged to read and understand the Terms before using the Website and if you do not agree with the Terms in whole or part thereof. Please stop using the website and its services immediately.
- The 'Your Financial Partners' services offered on this website are a product of Mwalimu Biashara which owns all the Intellectual Property to the 'Your Financial Partners' brand, services and products.
- The information provided on the website is purely for your information, and while Mwalimu Biashara strives to keep the information accurate and updated, we cannot guarantee its accuracy and neither does it constitute financial advice or a binding contract with Mwalimu Biashara.
- Mwalimu Biashara is not a financial institution or investment advisor and is not liable for any decisions any individual makes based on the information provided on the website.

Terms and conditions

1. Contractual Relationship

These Terms of use govern your use and access of the <https://mwalimubiashara.com/> website in its entirety for services made available by Mwalimu Biashara Limited under the brand name 'Your Financial Partners'(hereinafter referred to as 'Mwalimu Biashara ', 'us', or 'we') a company duly incorporated under the applicable laws which access is by accessing the website.

YOU ARE REQUIRED TO READ CAREFULLY AND ACCEPT THESE TERMS OF USE BEFORE USING YOUR FINANCIAL PARTNERS SERVICES. IF YOU DO NOT AGREE WITH THE TERMS, PLEASE DO NOT USE THE WEBSITE OR OUR SERVICES.

We may modify the terms of service from time to time and such modifications shall be effective immediately upon posting of the modified terms of use on the website. By continuing to access the Website following posting of changes to the Terms of Use, you agree to all such changes.

Your acceptance establishes a contractual relationship between you and Mwalimu Biashara.

2. Definitions

In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Account” the means with which you access the Mwalimu Biashara services by registering on the Mwalimu Biashara platform and providing the required information.

“Device” means any hardware that you use to access our products and services and includes your mobile phone handset, SIM Card, computer, internet browser and/or other equipment which when used together enables you to access the Network and/or the System;

“The Platform” describes the mwalimubiashara.com website in its entirety.

“User” means a user, consumer or customer of Mwalimu Biashara services and/or a beneficiary to Services extended through the website.

“You/Your/Client” means a user.

“We/Us/Our/Consultant” means all licensees of the Mwalimu Biashara products and services.

“Website” means www.mwalimubiashara.com in its entirety.

3. Our Services

We provide personal financial management training to enable users to reach their personal life goals. We offer practical step-by-step guidelines, tailor-made training for our users.

The guidelines we offer are based on the information provided by the users.

We offer a two-tiered service;

- (a) The free service: Users can put in their personal financial goals and get an automated output on the approximate results.
- (b) The Training: This is a paid service where:-
 - Users will have access to the Mwalimu Biashara portal (herein referred to as Treasure Chest) where they will populate their personalized financial records and have lifetime access subject to the terms set out herein.
 - Users will receive explanation of the key features of the portal as part of the Money Talks! Series course in order to support them to make their own financial decisions.
 - Users will be taken through the Money Talks! Series Course.

4. Your Use of the Services

Our Services are intended to be accessed and used only by adults and are not directed to minors. We do not knowingly offer our services to or collect personal identifiable information from anyone under the age of 18 and you should not provide us with any information regarding any individual under the age of 18 save for the basic information necessary for the delivery of the services

Our services are for your personal, educational, non-commercial use only and access for any other purposes is strictly prohibited. You are not permitted to;

- Use the platform for any unlawful, fraudulent or commercial manner;
- To tamper with, modify, reverse engineer or amend any part of the website or platform or in any way interfere with or disrupt the website's communications or technical systems;
- Use any automated software, process, program, robot, web crawler, spider, data mining, trawling or other "screen scraping" software, process, program or system.
- Collect any information for aggregation purposes.

Where you have paid for the training you commit to:

- (a) Attend the training sessions as per the time table from the Consultant.
- (b) Take responsibility of your financial decisions and actions.
- (c) Timely payment of the Training fees due under this agreement.

5. Registration

- (a) In order to use most aspects of the service, you must register for a Mwalimu Biashara account ("Account") in the Mwalimu Biashara platform.
- (b) You must be at least 18 years of age to obtain an Account.
- (c) Account registration requires you to submit to us certain information which includes;
 - i. Full names
 - ii. E-mail address
 - iii. Mobile phone number
 - iv. ID /Passport when you make a payment via mobile money
- (d) You must only register for the services using your own personal information.
- (e) You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or obtain accurate feedback and financial analysis under our contract.
- (f) You are responsible for all activities that occur under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. You may not assign or otherwise transfer your Account to any other person or entity.
- (g) You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes.

- (h) You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage.
- (i) In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.
- (j) By providing us with your e-mail address or other contact information, such as a mobile number, and the contact details of your accountability partners and any referrals introduced by you, you agree that we may communicate with you and to them electronically to that e-mail address or mobile number as part of the Service and that any communications sent to those addresses that you have provided will serve as a formal notice under this Agreement.

6. Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees.

You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services provided by us and any updates thereto.

We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

7. Third parties

The Services may contain links to third party websites and services or mention third party services. We provide such links as a convenience and we do not control or endorse these websites and services. You acknowledge and agree that we have not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and we are not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.

8. Protection of personal data

- (i) We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your data. We shall not (a) modify your data, (b) disclose your data except for commercial purposes relating to the Service or as permitted by law, or (c) access your data except to provide the Service and prevent or address service or technical problems, or at your request in connection with customer support matters.
- (i) Our collection and use of personal information in connection with the Services and Products is as provided in our Privacy Notice here [\[link\]](#). This Privacy Notice forms part of this

Agreement and by accepting these terms and conditions you acknowledge that you have read, understood and accepted our Privacy Notice.

9. User responsibility

You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of your data and of the means by which you acquired your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify us promptly of any such unauthorized access or use, and (iv) use the Service only in accordance with the applicable laws and government regulations. You shall not (a) make the Service available to anyone else, (b) sell, resell, rent or lease the Service, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (d) use the Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Service or their related systems or networks.

10. Intellectual Property

All copyrightable text, audio, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of content in any medium on the Application or Website are copyrighted by us, unless otherwise noted.

In addition, many proprietary names and marks belonging to us appear throughout the Website. This Website may also contain references to third-party marks, and copies of third-party copyrighted materials, which are the property of their respective owners.

Any unauthorized use of any trademarks, or any other intellectual property belonging to us or any third party is strictly prohibited and will be prosecuted to the fullest extent of the law.

11. Ownership

The Services and all rights therein are and shall remain our property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted below in clause 11; or (ii) to use or reference in any manner our company names, logos, product and service names, trademarks or services marks or those of our licensors.

12. License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the website on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by us.

13. Disclaimers; Limitation of Liability; Indemnity

a) General Disclaimer

The services are provided “as is” and “as available.” Mwalimu Biashara and its affiliates Mwalimu Biashara disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Mwalimu Biashara makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services or any services or goods requested through the use of the services, or that the services will be uninterrupted or error-free. Mwalimu Biashara does not guarantee the quality, suitability, safety or ability of employees. You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

14. Limitation of Liability

Mwalimu Biashara and its affiliates shall not be liable for direct, indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services.

Mwalimu Biashara shall not be liable for any damages, liability or losses arising out of:

- your use of or reliance on the services or your inability to access or use the services;
- any transaction or relationship between you and any other user,
- any failure resulting from a failure of an internet or data service provider;
- any errors, acts, omissions or defaults of any third party in connection with their products or services;
- delay or failure in performance resulting from causes beyond Mwalimu Biashara’s reasonable control, from services downtime or any events of Force Majeure. Force Majeure for purposes of this Terms of Service means any situation or event that makes it impossible for Mwalimu Biashara to perform its obligations and includes but is not limited to any act of God such as lightning, floods, earthquakes, endemics, pandemics, prohibitive decisions made by the government or local authority or civil war conflict and industrial strikes as well as any global or partial dysfunction of the Service caused by disruption or suspension of the telecommunication facilities.

The limitations and disclaimer in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

b) Indemnity.

You agree to indemnify and hold Mwalimu Biashara and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, damage and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Mwalimu Biashara' use of your User Content; or (iv) your violation of the rights of any third party.

15. Warranties

a) No Guarantee of Accuracy.

Mwalimu Biashara does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.

Mwalimu Biashara is not a financial institution financial or investment advisor and the information provided through the services is purely for informational and educational purposes. Mwalimu Biashara makes no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Services.

b) Geographical application

The services are intended for use only by customers or users subject to the laws of Kenya and we make no warranty or representation that any product or service whose information we provide is available or otherwise appropriate for use outside of Kenya or Kenyan law. If you choose to use the website or platform from locations outside Kenya, you do so at your sole risk and you are responsible for compliance with all applicable local laws.

16. Promotions, offers and referrals

We may from time to time run promotions or offers for its customers. Each promotion will be governed by the specific terms and conditions of the promotion and you will be required to familiarize yourself with the specific terms.

These terms and conditions shall apply together with the specific terms and conditions for the promotion or offer.

We may from time to time partner with other trainers and service providers whose services may be beneficial to you and make recommendations to you or send you referrals. We will only share your information for the referrals with your consent.

17. Modification of the Services.

Mwalimu Biashara reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that

Mwalimu Biashara will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

18. Breach of terms

You understand that without prejudice to Mwalimu Biashara's other rights under these Terms, if you breach these Terms, Mwalimu Biashara may take such action it deems appropriate to deal with the breach, including suspending your access to the Service or Software, prohibiting you from accessing the Service or Software, blocking computers using your IP address from accessing the Service or Software and/or bringing court proceedings against you.

19. Governing law and Dispute Resolution

These Terms of Use are governed by the laws of the Republic of Kenya.

Any dispute between the Parties regarding the interpretation of this Agreement or the rights or obligations of either Party under the Agreement or anything connected with the Agreement shall be referred to mediation.

Such mediation may be initiated by either party in writing to the other party identifying the dispute which is being suggested for mediation. The parties will agree on a suitable person to act as mediator.

Where such a dispute is not resolved within 45 days from the date of the notice, the same shall be dealt with in the Courts of Law in Kenya.

Any cause of action or claim with respect to services provided by Mwalimu Biashara must be commenced within one (1) year after the action or claim arises save as otherwise provided by law.

20. Notices and Communication

Mwalimu Biashara may give notice by means of a general notice on the Services by electronic mail to your email address, social media or other means of communication as disclosed by you. You may give notice to Mwalimu Biashara by written communication to Mwalimu Biashara email address at info@mwalimubiashara.com Email notices shall be considered to have been received upon being dispatched from the sender's mailbox provided a return notice is not received.

21. General

You may not assign or transfer these Terms in whole or in part without our prior written approval. You give your approval to Mwalimu Biashara for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; or (iii) a successor by merger.

No joint venture, partnership, employment or agency relationship exists between you, Mwalimu Biashara or any Third Party Provider as a result of the contract between you and Mwalimu Biashara or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

Mwalimu Biashara reserves the right to (i) modify or discontinue, temporarily or permanently, the Mwalimu Biashara platform; (ii) refuse any and all current and future use of the Mwalimu Biashara platform, suspend or terminate your account (any part thereof) or use of the Mwalimu Biashara platform, for any reason, including if we believe that you have violated the Terms (iii) impose limits on certain Platform features or restrict access to parts or all of the Platform without notice and without liability. Mwalimu Biashara shall not be liable to you or any third party for any modification, suspension or discontinuation of the Mwalimu Biashara platform. Mwalimu Biashara will use good faith efforts to contact you to warn you prior to suspension or termination of your account by the platform.

These Terms together with the references documents being the Privacy Notice constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words “including” and “include” mean “including, but not limited to.”



PRIVACY NOTICE

Effective date: July 25, 2022

Last updated: July 25, 2022

1. Introduction

This Notice describes how Mwalimu Biashara Limited and its affiliates and subsidiaries collect, use and process personal information provided by all users who use and access any of the Mwalimu Biashara Services described in the [Terms and Conditions](#). This Notice is incorporated into the Mwalimu Biashara's Terms and Conditions which are set out at [Terms and Conditions](#)

Mwalimu Biashara Limited owns and operates the www.mwalimubiashara.com website and the 'Your Financial Partners' product and brand available on the website.

All those subject to this Notice are referred to as "users" or 'you' for purposes of this Notice. 'You' means customer-any person who has individually or through their business uses or purchases any of our products or services; any natural person who has signed an agreement with us; any visitor to our app, site or office. Mwalimu Biashara is referred to as 'our' or 'we'.

In this Notice we will explain the following: -

1. The personal data we collect and retain
2. Use of cookies
3. Use of third-party links
4. The rights of a data subject
5. How we use the data we collect
6. Sharing of personal data
7. Security
8. Changes to this policy

It is the individual user's responsibility to read through the provisions of this Notice in order to gain a thorough understanding of Mwalimu Biashara's views and practices relating to the user's personal data and how it will be treated.

2. Our Role as a Data Controller

Under the applicable laws, we are a 'Controller' for those services where we make decisions on how personal information is used in connection with our services.

Where with your consent we share your information with our partners, facilitate engagement with the partners and our partners offer you their services, our partners will process the data we have shared and any other data they collect from you as the 'Controller' and the partner's privacy policies will apply.

3. How Mwalimu Biashara collects information

Mwalimu Biashara will collect information through;

- a. Information provided by the individual user about the user themselves (Submitted Information);
- b. correspondence with Mwalimu Biashara, by e-mail or instant message or chat or other means of communication.
- c. information which is to include information provided by the individual user when they register to use the App Site, download or register the App, share data when subscribing to any of Mwalimu Biashara' Services, share data through the App's social media capabilities, enter a competition, promotion or survey, when the user may decide to report a problem with an App, or Mwalimu Biashara' Services.
- d. When you interact with us as a supplier, dealer or other contracted party.
- e. When you visit any of our premises.
- f. Information that is publicly available.
- g. Information that is provided by third parties such as identity verification services, IPRS (Integrated Population Registration System), mobile network providers, payment services providers, banks and any other entity from whom we may legally obtain information necessary for the services.

4. Description of data that we collect and retain

A. Personal information

We may collect the following personal information upon registration for use of the service:-

- a. Full name
- b. Email address
- c. Mobile phone number which is not mandatory
- d. Information relating to finance and credit, your income, expenditure assets and liabilities
- e. Photograph.
- f. Age
- g. Target and official retirement age
- h. Description of your future financial plans
- i. Password and any other information required during the registration process.
- j. Your contact with us such as when you call us or interact with us through the app, over the phone, email, social media etc. your preferences for particular products and services based on information you provide us and from your use of our services or those of our partners.
- k. We may request you to share contact information, specifically the email addresses of your chosen accountability partners who have consented to being your accountability partners and consented to their contact information being submitted to us.

B. Information collected relating to the individual and their device

When you visit one of Mwalimu Biashara' websites or use one of Mwalimu Biashara' Apps, the following information may be automatically collected:

- a. information of a technical nature, to include the type of mobile device used by the user, unique device identifiers (such as the Device's IMEI or serial number), SIM card information, mobile network information, the user's device operating system, the browser which is being utilized by the user, the location of the Device and its time zone setting (Device Information);
- b. information which is stored on the individual user's Device, which may include but not limited to, social media engagement, contact lists from the Device and social media accounts, photos, videos or other digital content (Content Information);
- c. information relating to the individual user's use of any of Mwalimu Biashara' Apps or any visits by the user to any of Mwalimu Biashara' websites. This includes but is not limited to location data, traffic data, weblogs and other data (Log Information).

C. Location information

We may use GPS technology or other location services to determine your location. You may revoke the consent to collection of location data at any time by disabling location from your device or browser settings.

Unique application numbers

Where you decide to install or uninstall an App which contains a unique application number or where an App searches for automatic updates, the version number in question along with information about the user's installation, such as the kind of operating system, may be sent to Mwalimu Biashara.

5. Sensitive Data

We may collect special or sensitive data about you such as gender/sex and financial information. We may also request for names and ages of your children and dependents. Where we collect such information, we shall collect, process and store that data in accordance with the provisions of the Data Protection Laws as provided in this Notice.

6. Children's Privacy

Our services generally provide information on financial services and products and are intended for individuals over eighteen (18) years of age. We do not target children and do not knowingly collect information from children under the age of eighteen (18).

When a user discloses personal information on our services, that user is representing to us that he or she is at least eighteen (18) years of age.

7. Tracking and Cookies

Cookies are small pieces of data, stored in text files that are stored on your device when you use your browser to visit websites. We use cookies to ‘remember’ you and your preferences.

We may use website cookies in an effort to distinguish the individual user from other users of the App, App Site, or Service Site. This assists us in providing you with a positive experience when you use our website by enabling a personalized experience for you and also gives us the tools to continuously improve the website.

You may modify your cookie preferences on the website when prompted to do so. If you delete, or choose not to accept cookies from the Services, you may not be able to utilize the features of the Services to their fullest potential.

8. Third- party links

Occasionally, at our discretion, we may include or offer third-party products or services on our application or website. These third-party sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

9. Retention of data

We only retain personal data for as long as it is necessary to do so in line with the Data Protection Laws. This means that we retain data:

- a. For as long as you continue to use our services
- b. For any period required by law.
- c. For purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements.
- d. For the purposes of any legal proceedings. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation arising out of our relationship with you.
- e. For as long as is required for Mwalimu Biashara’ legitimate business interests.

We may hold anonymized information that is no longer associated with you indefinitely.

To determine the appropriate retention period for data, we consider the nature and sensitivity of the personal data, the purposes for which we process the data, the potential risk or harm from authorized use or disclosure and whether we can achieve those purposes through other means and the need to comply with our Privacy Policies and applicable laws.

10. How do we use the personal data we collect?

We use information we collect in the following ways;

- a. To facilitate your access to Mwalimu Biashara services.

- b. Responding to any of your queries or concerns.
- c. Quality control and ensuring maintenance of optimal system operations.
- d. To understand how you use our services, products and services for purposes of developing or improving products or services.
- l. Personalize and make recommendations related to our services and products including recommendations for planning for children's and dependents financial future (education plans, insurance, travel & holidays plans etc), and forecasting your financial plans, customizing and making recommendations on your savings and investment plans.
- e. Contact and communicate with you in connection with our services that you have consumed, follow up on, programs or updates you may have registered for and to keep you generally informed about our services and products.
- f. We may associate one or more categories of information with any other category of information and this combined information will be treated as personal data in accordance with the provisions set out in this notice, for as long as it is combined.
- g. We will use the personal data of the individual user to compile statistics regarding the website user base. Mwalimu Biashara may decide to provide this information to any third party for this purpose, on the condition that the information will always be anonymous.
- h. Keeping you informed about new products, services, news or other information related to our services and send you offers, advertising and marketing materials including to provide personalized advertising to you unless you opt out of receiving such marketing messages (you may opt out of receiving such messages at any time).
- i. To administer our online platforms or websites.
- j. To comply with any legal, governmental or regulatory requirements or for use in connection with any legal proceedings.
- k. For legitimate interests pursued by us where such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal information.
- l. Comply with your instructions or to fulfill other, specified purposes for which you have given your consent.
- m. Identify and authenticate your access to our service or to identify and authenticate you before we provide you with certain information.
- n. Exercise our rights and to protect others' rights and/or property including to take action against those that seek to violate or abuse our services.
- o. For research, statistical and other scientific or business purposes.

11. Rights of the user

With regards to the personal data we collect about you, as a data subject you have the following rights;

- a. to be informed of the use to which your personal data is to be put;
- b. to access your personal data in our custody;
- c. to object to the processing of all or part of your personal data;
- d. to correct false or misleading data;

- e. data portability;
- f. withdraw consent and
- g. to delete any false or misleading data.

12. Exercise of the Rights of the User

In order to exercise any of the rights of the User, Mwalimu Biashara has in place procedures to enable you to do the following;

- a. Access your personal data that is held by Mwalimu Biashara
- b. Object to processing of personal data by Mwalimu Biashara
- c. Correct or delete false or misleading data held by Mwalimu Biashara
- d. Restrict processing of personal data
- e. Withdraw your consent with regard to processing of your data
- f. Make requests related to data portability
- g. Share complaints
- h. Obtain information on automatic individual decision making.

To exercise these rights and obtain more information on the procedure please contact the data protection officer/officer in charge through the following address: admin@mwalimubiashara.com

We will respond to all legitimate requests within a reasonable time and where we are not able to do so due to the request being complex or comprising multiple requests, we will notify you of the extended response time and keep you updated.

You may update and correct your data from the App or website from your device.

13. Processing of personal data

We will only process the personal data we collect based on lawful basis allowed under Data Protection Laws being;

- a. Your consent
- b. Performance of a Contract or Agreement with you;
- c. To support our legitimate business interests;
- d. In compliance with a mandatory legal obligation;
- e. Your vital interest;
- f. Public interest.

14. Disclosure of personal data

We will not share personal information with any other individual, company or organization except in the following cases:-

- a. Where we have gotten your consent;
- b. For legal reasons where there is a court order or a legal obligation which we have to comply with;
- c. where it is necessary to do so in order to enforce the Terms and Conditions and other agreements, or where it is necessary in order to investigate potential breaches;
- d. in order to publish statistics regarding the platform and website's usage, where information relating to users will be aggregated and made anonymous.
- e. to any member of our business group, which includes subsidiaries, the group's ultimate holding company and its subsidiaries, developers, partners who are involved in the delivery of Mwalimu Biashara services that you use;
- f. where a third party acquires Mwalimu Biashara or all of its assets, where personal data which is held on its customers will be listed as one of the assets to be transferred.
- g. Mwalimu Biashara may disclose anonymous aggregate information concerning the users.
- h. In the event of a merger, sale or change of control, we may transfer this Privacy Notice and your personal information to a third-party entity that acquires or is merged with us as result of a merger, acquisition, sale or other change of control.
- i. Any other person we deem legitimately necessary to share the information with.

Where we share personal data in the cases listed above we take all necessary steps to ensure that:-

- i. The data is processed lawfully;
- ii. We only disclose what is necessary ;
- iii. The data is kept secure and all safeguards are put in place to ensure its protection.

15. Direct Marketing

You may be required to opt in or give any other form of explicit consent before receiving marketing messages from us. Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product, service already taken up.

You can request us to stop sending you direct marketing messages at any time by contacting us through the SMS number, email address and telephone number provided in the marketing message or by contacting us directly through admin@mwalimubiashara.com

We will not share your information with any Third Parties for marketing purposes except with your express consent.

16. Automatic individual decision making

We recognize the right of every data subject not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning or significantly affects the data subject.

Therefore we only engage in automated processing where:-

- a. It's necessary for entering into or performing a contract between you, the data subject, and the Company.
- b. It is authorized by law which we are subject to and lays down suitable measures to safeguard your rights, freedoms and legitimate interests.
- c. Where we have gotten your consent.

When we engage in automated processing that affects you we will notify you in writing. You then have 7 days from the day of notification to request that we consider the decision or take a decision that is not based solely on the automatic processing.

Once we receive that request we will consider it and notify you in writing of the steps we have taken to comply with the request and the outcome of complying with the request.

17. Security

We have put in place technical and operational measures to protect your information from unauthorized access, accidental loss or destruction.

We restrict access to personal information to our employees, contractors, and agents who need that information to process it and facilitate service delivery. Anyone with this access is subject to strict contractual confidentiality obligations.

However, we cannot ensure or warrant the security of any information provided to us by a data subject. We do not accept liability for unintentional disclosure.

In the event of a security breach that involves a data subject's personally identifiable information we will communicate to the data subject in writing within a reasonably practicable period and take all other action that is necessary to mitigate the breach.

This communication may be limited where it is necessary and appropriate for purposes of prevention, detection or investigation of an offence.

Our security procedures also mean that we may request proof of identity before we disclose personal information to you or before we process your other requests.

18. Where we store your data

Data which is collected by Mwalimu Biashara from the individual user may be moved to and stored at a location outside Kenya. Staff that operate outside Kenya who are employed by Mwalimu Biashara, any member of our business group, or one of our suppliers may be charged with processing the data. Such staff members may be tasked with dealing with requests made by the individual user.

Whenever we transfer personal information to other jurisdictions, we will ensure that the information is transferred in accordance with this Privacy Notice, our privacy practices and as permitted by applicable data protection laws.

You acknowledge that by submitting your personal data, you accept its transfer, storage or processing.

Mwalimu Biashara will ensure, as reasonably as possible, that your personal data is treated securely and in accordance with the provisions set out in this Privacy Notice.

We note that the passing of information over the internet is not entirely secure. While we will endeavour to ensure that the individual user's personal data is protected, the security of the user's data transmitted to our websites cannot be guaranteed. Any transmission is at the user's risk. When the individual user's information has been received, we will use strict security features and procedures in an effort to ensure that unauthorized access does not occur.

19. Complaints handling

All complaints from data subjects regarding the way data is handled will be forwarded to: admin@mwalimubiashara.com

A complaint can be made either orally or in writing but where an oral complaint is made the designated officer who will as soon as practicable in any case within 7 days reduce the oral complaint into writing.

We will investigate every complaint that we receive and get back to you within 30 of receiving the complaint.

If you are not satisfied with the findings you have the right to appeal or to lodge a complaint to the Data Commissioner established under the Data Protection Act of Kenya, 2019.

20. Changes to this Notice

We reserve the right to update or change our Privacy Notice at any time and you should check this Privacy Notice periodically. Your continued use of the Service after we post any modifications to the Privacy Notice on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Notice.

If we make any material changes to this Privacy Notice we will notify you either through the email address you have provided us, or by placing a prominent notice on our website, on the app and/or at our office.

21. Contact us

Any correspondence including comments, questions and requests relating to the Privacy Notice are happily received and can be addressed to: admin@mwalimubiashara.com.