



## **PRIVACY POLICY: RIGHTS AND PROTECTION**

HEAT MONEY is a registered trade mark and a Loan product of Heat Finance and Investments Limited (owners of HEAT MONEY). Heat Finance and Investments Limited is an integrated and multifaceted financial services company focused on the provision of arrays of affordable and tailor-made credits and other financial solutions to; individuals, micro, small, and medium enterprises (MSME) in Nigeria. This web sites ([www.heatmoney.com.ng](http://www.heatmoney.com.ng) and "www.heatfinancials.com") are owned and operated by Heat Finance and Investments Limited. The use of these sites and the content and information available on these sites (collectively the "Services") shall be subject to acceptance of and compliance with the terms and conditions herein set forth in these terms of use and elsewhere on this site. The terms "you," "your", "yours", "member", "members", and "yourself" refer to all visitors/members to these sites.

This Privacy Policy describes our policies and procedures on the collection, use, and disclosure of your information when you make use of our services and it also contains information about your privacy rights and how the law protects you. Your Personal data is used to provide and improve the HEAT MONEY Credit and other financial services provided to our customers. By accessing or using the Service, you agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy apply to Heat Finance and Investments Limited (owners of HEAT MONEY) and its subsidiaries now and in the future. If you do not agree with our policies and practices, you may choose not to use our Service.

The use of our Heat Finance and Investments Ltd (HEAT MONEY) Loan websites and mobile application indicates your agreement to provide us with personal information, you agree to the terms and conditions of this privacy policy and any updates we make thereon. Our Terms of Use take precedent over any provision conflicting with our privacy policy. This privacy policy supersedes all earlier versions.

Policy Amendments: Our Privacy Policy are subject to regular updates from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes, and we may also notify you of changes via email.

**Use of this Site:** You agree as follows:

(a) Not to copy, reproduce, modify, publish, transmit, distribute, display, assign, sell, sublicense, use, reuse, re-publicize, or exploit for any public or commercial purpose, any portion of the Site, use of the Site, or access to the Site.

(b) Not to attempt to change, deface, add to, remove, hack or otherwise interfere with this Site or any material or content displayed on this Site; and/or

(c) Not to access or use this Site in any way that could or is intended to damage or impair the Site, or any network or server underlying the Site, or interfere with anyone else's use and enjoyment of the Site.

## **1. Introduction**

This Privacy Policy applies to personal data (“information”) held by Heat Finance and Investments Limited (“we” or “us”) as data controllers. It explains in detail the types of information we collect about you and how we use this information, and we advise that you please read it carefully. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of the Site, if you do not agree to these Terms of Use, you should not review information or obtain goods, services or products from this Site. Heat Finance and Investments Limited has the total right to edit or delete any content in the Site, including this Agreement, without any prior notice to you. These Standard Terms and Conditions represent the legal attributes of Heat Finance and Investments Limited (“HEAT MONEY”). The content is binding and is not subject to any varying terms or conditions, unless as provided by HEAT MONEY and subsequently upon due notice to the Merchant or Customers.

Please read the following carefully to understand how we handle your information.

## **2. The information we may collect**

### **2.1. Information you provide to us**

While using Our Service, we may ask You to provide Us with your personal information (personally identifiable information) that can be used to contact or identify You. This personal information may include, but is not limited to:

***Email address, First name and last name, Phone number, Address, State, Province, City, Usage Data, Bank Verification Number (BVN), Photograph, Date of Birth, Number and Image of a government-issued identity document (NIN, International Passport, Driving License, Voter ID).***

## 2.2. Information we collect about you

- Bank Transactional and Financial information, e.g., details about your accounts, including payments made to and from these accounts;
- Communication records, e.g., details recorded during our written and verbal communications with you;
- Your preferences, such as consents for marketing and other communications;
- Publicly available information on search engines
- Usage data, including information about how you use our products and services;
- Investigations data: this may include; anti-money laundering and Combating Financing of Terrorism checks, Enhanced Due Diligence, Fraud or Convicted Criminal database, Politically Exposed Persons, external intelligence reports, and other due diligence checks.
- Information required to satisfy our regulatory obligations, e.g., information about transactions, detection of any suspicious and unusual activity, and information about parties connected to you or these activities.
- Risk rating information, e.g., Suspicious Transaction patterns
- Information gathered when you visit our websites. This might include; the Internet Protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browsing plug-in types and versions, operating system and platform, Uniform Resource Locators (URL), and how you navigate our websites. We use this information for technical monitoring and optimising our websites.
- When You access the Service online or through a mobile device. We may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of Your mobile device, your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

## 3. How we collect your information

We collect your personal information when you use the services offered on our platforms, for example by completing the application form on our websites, by corresponding with us via telephone or email, or when you provide us copies of the

documents required for us to confirm your identity or eligibility for our loan products. We may also collect your information when you interact with our website.

### 3.1. Information from other sources

Heat Finance and Investments Ltd (HEAT MONEY) may receive your information from third party platforms or web applications, this can be when you enquire about us via search engines, such third parties include:

- Our partner companies;
- Our clients;
- Fraud prevention agencies;
- Identity verification agencies;
- Publicly available online sources, such as company websites, social media networks and company registries.

### 3.2. Information you provide about other people

If you provide us with personal information about another person, we ask that you inform them of our identity and the purposes for which their information will be processed.

If you ask us to make a payment to another individual, you will need to provide us with their bank account and contact details. We use their contact information to notify the individual that they will be receiving a payment from us, on your behalf. We will never use the information you provide about another individual for other purposes not intended.

### 3.3. Tracking Technologies and Cookies

We make use of Cookies and similar tracking technologies to track the activity on our services and store certain information. We use tracking technologies such as beacons, tags, and scripts to collect and track information and to improve and analyse our services. The technologies we use may include:

- Cookies or Browser Cookie: A cookie is a small file placed on your Device. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some parts of our service. Unless you have adjusted your browser setting so that it will refuse cookies, our service may use Cookies.
- Flash Cookies: Certain features of our service may use local stored objects (or Flash Cookies) to collect and store information about your preferences or your

activity of our service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies. For more information on how you can delete Flash Cookies, please read “Where can I change the settings for disabling, or deleting local shared objects?” available at [https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html#main\\_Where\\_can\\_I\\_change\\_the\\_settings\\_for\\_disabling\\_\\_or\\_deleting\\_local\\_shared\\_objects\\_](https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html#main_Where_can_I_change_the_settings_for_disabling__or_deleting_local_shared_objects_)

- Web Beacons: Certain sections of our service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be “Persistent” or “Session” Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as you close your web browser. Learn more about cookies: Cookies: What Do They Do?: <https://www.freeprivacypolicy.com/blog/cookies/>

We use both Session and Persistent Cookies for the purposes set out below:

#### Necessary / Essential Cookies

Type: Session Cookies Administered by us. Purpose: These cookies are essential to provide You with services available through the Website and to enable you to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these cookies, the services that You have asked for cannot be provided, and We only use these cookies to provide You with those services.

#### Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies Administered by us. Purpose: These cookies identify if users have accepted the use of cookies on the Website.

#### Functionality Cookies

Type: Persistent Cookies Administered by us. Purpose: These cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

#### **4. How we use your information.**

We will only use your information under the following circumstances:

When it is necessary to fulfil our contract with you. Some of the information we process is required for us to provide you with our products and services. For example, we require your beneficiary banking details in order to settle payments on transfers.

Where we are under a legal obligation in certain cases, we are required by law to collect and process your information. For example, to fulfil our financial reporting obligations, we must store all records of communications you make with us that relate to transactions. We are also required to retain personal information to facilitate investigations detecting and preventing fraud, money laundering and other financial crimes.

Where we have obtained your consent in specific situations, we will collect and process your information with your consent, e.g., when you tick a box to receive marketing material from us or ask us to contact you about our products and services.

Heat Finance and Investments Ltd (HEAT MONEY) will always make it clear to you what you are consenting to and what information is necessary for our services. If you have given consent to the use of your personal information, you are entitled to withdraw this consent at any time. Please be aware, however, that in some circumstances, the withdrawal of your consent may result in us being unable to provide some services to you.

Where we have a legitimate interest sometimes, we use your personal information to pursue our legitimate business or commercial interests in a way you might reasonably expect. We will not rely on our own legitimate interests without first considering your own rights, freedoms or interests, which we hold in the highest regard. Some of our legitimate interests, amongst others, include:

Carrying out marketing activities;

Communicating with you about our products and services;

Improving our products, services, and relationships with you and our partners;

Create a smoother customer service experience;

Monitor complaints handling;

Improve our websites to ensure that content is well presented for you;

## **5. How we share your information**

We only share your personal information under the following circumstances:

If we are under a duty to disclose or share your personal information in order to comply with a legal obligation;

In order to conduct necessary background checks on you before offering our products and services;

Where we have been asked for information to facilitate an investigation;

In order to enforce or apply our terms and conditions and other agreements;

To protect the rights, property, or safety of Heat Finance and Investments Limited (HEAT MONEY), our customers, or others;

Where we have a legitimate business interest that is not overridden by your own rights and freedoms;

Where we have obtained your consent.

Entities that we may share your information with include:

Our partners

Our clients

Fraud prevention agencies

Identity verification agencies

Regulatory bodies.

## **6. Links to Other Websites**

Our website or service may contain links to other websites or Service that are not operated by Us, and we are not responsible for the privacy policies or practices of third-party websites. If You click on a third-party link, you will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit. Heat Finance and Investments Ltd (HEAT MONEY) may display on the site advertisements from third parties, such as banner advertisements, pop-up texts, and links to third party sites. The display of any of such advertisement or link does not imply endorsement of such advertisements or linked site or any content therein by Heat Finance and Investments Ltd (HEAT MONEY). We will not be liable to anyone for any damage or loss arising from or relating to any use, continued use or reliance on any advertisement belonging to third party. Heat Finance and Investments Ltd (HEAT

MONEY) have no control over and assume no responsibility either directly or indirectly for the content, privacy policies or practices of any third-party sites or services or advertisements.

## **7. How long do we store your information**

Personal information is retained according to our retention schedule. We only retain your information for a period necessary to fulfil the purpose for which it was originally processed, or in order to fulfil a legal obligation.

Amending information maintained by the credit bureaus; Information related to your creditworthiness is maintained by the credit bureaus. If you find that there is an error or you want to dispute the information found in your credit report, please contact the credit reporting bureaus:

[www.creditregistry.ng](http://www.creditregistry.ng)

[www.crccreditbureau.com](http://www.crccreditbureau.com)

[www.firstcentralcreditbureau.com](http://www.firstcentralcreditbureau.com)

## **8. Your Rights**

You have rights under data protection laws in relation to your personal data. These include rights to:

Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it. Provision of such information will be subject to:

- (a) the payment of a fee (currently fixed at N10,000.00); and
- (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your international passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we



may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request for erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party). You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios If you want us to establish the data's accuracy Where our use of the data is unlawful but you do not want us to erase it Where you need us to hold the data even if we no longer require it as you need it to establish, exercise, or defend legal claims You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent we may not be able to provide certain products or services to you. We will advise you if this is the case at such time when you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us using our contact information below.

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made several requests. In this case, we will notify you and keep you updated accordingly.

In addition to existing rights available under applicable law, if you would like to raise a concern with any violation of this privacy policy, you can contact NITDA at '<https://nitda.gov.ng/nit/contact-us/>'

## 9.0 Disclaimer and Exclusion of Liability

1. This Site, the Services, the information on this Site and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.
2. To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to this Site and its contents, including in relation to any inaccuracies or omissions in this Site, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.
3. We do not warrant that this Site will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that this Site will not be affected by any Acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.
4. While we may use reasonable efforts to include accurate and up-to-date information on this Site, we make no warranties or representations as to its accuracy, timeliness or completeness.

*HEAT FINANCE AND INVESTMENTS LTD (HEAT MONEY) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, RESULTING FROM YOUR ACCESS TO, USE OF OR INABILITY TO USE, RELIANCE ON OR DOWNLOADING FROM THE SITE, OR ANY DELAYS, INACCURACIES IN THE INFORMATION OR IN ITS TRANSMISSION INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

5. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.
6. Notwithstanding our efforts to ensure that our Site/system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers

pursuant to this Site, or electronic mail transmitted to and from us, will not be monitored or read by others.

7. Although we use reasonable endeavours to ensure that any software made available on this Site is suitable for downloading, installation and use by you, all such software is provided "as is" without any warranty. Specifically, and without limitation, we do not warrant that any such software is virus free, without defects, compatible with other software or operating systems or suitable for any specific purpose. We accept no liability for any loss or damage caused by the downloading, installation or use of any such software, and the general exclusions and limitations above apply to such downloading, installation or use by you.

## **10.0 Contact Us**

If you have any questions about this Privacy Policy, feel free to contact us:

By email: [customercare@heatfinancials.com](mailto:customercare@heatfinancials.com) OR [info@heatfinancials.com](mailto:info@heatfinancials.com)

By Call: +234-9072994726; +234-9053444113

Office: HEAT PLACE, 25B Coker Road, Ilupeju, Lagos.

By Post: P.O.BOX 2207, Ikeja, Lagos, Nigeria

Website: <https://www.heatfinancials.com> OR <https://heatmoney.com.ng>

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