

Principles of Processing the Personal Data of Clients (Privacy Policy)

These principles of Processing the Personal Data of Clients (hereinafter also **principles**) describe how Ounapuu processes your (the Client/you/your) Personal Data and that of any other Data Subjects (hereinafter also **you**) in relation to the services offered by Ounapuu. The principles apply if the Client uses, has used or has expressed an intention to use the products or services provided by Ounapuu or in the case that the data of a Client is processed by Ounapuu for purposes relating to products or services offered by Ounapuu, including before these principles entered into force.

1. Definitions

- 1.1. **Client** – A natural person who uses, has used or has expressed an intention to use the products and services offered by Ounapuu.
- 1.2. **Contract** – A contract concluded between Ounapuu and the Client.
- 1.3. **Crain** – links to the CRAs and ways in which they use and share personal information.
- 1.4. **Data Protection Regulations** – Any applicable laws and regulations regulating the processing of Personal Data, including but not limited to the UKGDPR;
- 1.5. **Ounapuu** – Ounapuu Limited, whose business address is Suite 318, 25 Goodlass Road, Liverpool L24 9HJ, phone 0151 808 1372 e-mail customer@ounapuu.co.uk
- 1.6. **Personal Data** – Any information relating to an identified or identifiable natural person (**Data Subject**). Data subject to banking secrecy may also include Personal Data;
- 1.7. **Processing** – Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, storing, alteration, granting access to, making enquiries, transfer, viewing, etc.
- 1.8. **UK GDPR** - EU Regulation 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

2. Data Controller

- 2.1. Ounapuu is responsible for the processing of your Personal Data and, as such, is considered a data controller under the UK GDPR.
- 2.2. The Processing of your Personal Data shall be governed by the laws of England and Wales.

3. Collecting your Personal Data

- 3.1. Ounapuu collects your Personal Data when you apply for a loan or request other services

from Ounapuu, during the relationship with Ounapuu, on termination of the relationship or even later in case of collections of overdue amounts or assignment of your loan agreement or receivables due thereunder in the following ways:

- 3.1.1. directly from you as an applicant/Client or
 - 3.1.2. from external sources including, but not limited to, public and private registers (namely Callcredit Information Group Ltd and Equifax Ltd or other similar databases) which Ounapuu uses in order to identify you and verify your identity and perform credit and risk assessments. The Personal Data required depends on the services requested by you and your relationship with Ounapuu e.g. your loan agreement.
 - 3.1.3. by automatic means when you use the Ounapuu website. Such Processing is further explained in our Cookie Policy available on our Website.
- 3.2. The Personal Data collected is necessary for the purposes explained below, taking into account the nature of the services and products offered by Ounapuu and the need to sufficiently identify the Clients and ensure their credit- and trustworthiness and in order for Ounapuu to safeguard its rights and perform its obligations under the agreement with you and at law.

4. Personal Data Processed

- 4.1. Ounapuu processes the Client's Personal Data for the purpose of concluding and performing the Contract. This includes properly identifying the Client and performing credit and risk checks and assessments on the Client in order to determine whether and on which conditions to conclude the Contract. The legal basis for such Processing is the entering into and performance of the Contract, as well as Ounapuu's legitimate interests to ensure the Client is trust- and creditworthy as well as to collect amounts due to it and Ounapuu's legal and regulatory obligations deriving from applicable laws including laws and regulations regulating credit institutions/lenders such as duties to report to regulators, anti-money laundering and combatting terrorist financing (AML/CFT) rules and regulations to properly identify the Client (KYC) and ensure the trust- and creditworthiness of the Client.
- 4.2. For the foregoing, Ounapuu processes the following Personal Data:
 - 4.2.1. identification data (e.g. name, date of birth, place of birth, nationality, signature, address);
 - 4.2.2. contact data (e.g. address, phone number, e-mail address, language of communication);
 - 4.2.3. bank data (e.g. name of bank, account holder, account number, sort code, transaction information from your bank account, if you have consented to this);
 - 4.2.4. professional data (e.g. current employer and position);
 - 4.2.5. financial data (e.g. salary, income, expenditure);
 - 4.2.6. data concerning origin of assets (e.g. data concerning employer, transaction partners, business activities and actual beneficiaries, data showing the source of your income and wealth);
 - 4.2.7. data concerning creditworthiness/trustworthiness and data allowing us to Know our Client (KYC) (e.g. data concerning payment behaviour, damages caused to Ounapuu or other persons, data that enables Ounapuu to perform its due diligence measures regarding money laundering and terrorist financing prevention and to ensure the compliance with international sanctions, including the purpose of the business relationship and whether the Client is a politically exposed person);
 - 4.2.8. data obtained when performing an obligation arising from the law (e.g. information received from enquiries submitted by investigative bodies, notaries, tax authorities, courts and

- bailiffs);
- 4.2.9. communications data (e.g. e-mails, phone call recordings);
- 4.2.10. Ounapuu website account log-in data;
- 4.2.11. data related to the services (e.g. performance of the contract or the failure thereof, transactions history, submitted applications, requests and complaints);
- 4.2.12. technical data (e.g. IP address, device information, browser details, settings preferences, cookies, sessions. Data sets might be used to define user location);
- 4.2.13. other personal data, including sensitive personal data, relating to you that may have been provided in the context of your relationship with Ounapuu.

- 4.3. Ounapuu also processes Personal Data collected for the following purposes:
 - 4.3.1. performance of Ounapuu’s obligations arising from law or contract (e.g. AML and CFT) and regulations to properly identify the Client (KYC) and ensure the trust- and creditworthiness of the Client);
 - 4.3.2. safeguarding Ounapuu’s rights (establishing, exercising and defending legal claims). The legal basis for such Processing is the legitimate interests of Ounapuu;
 - 4.3.3. assessing the quality of Ounapuu’s services including customer support service and quality assurance service. The legal basis for such processing is the legitimate interest of Ounapuu to evaluate and develop the quality of its customer support service.
 - 4.3.4. Analysis and testing purposes in order to prevent misuse of services, ensure adequate provisions of services and/or better provision of services, to improve technical systems, processes, IT-infrastructure, customize the display of the services to the device or Client needs and to develop Ounapuu services by testing and improving these based on legitimate interest of Ounapuu;
 - 4.3.5. Direct Marketing: We may process your data on a legitimate interest basis for a short period of time after your loan has ended to see if we can provide you with further products or services which might be of interest to you. When we process your personal information in this way, we will consider and balance any potential impact on you and your rights under the Data Protection Act 2018 and any other relevant law. Remember, you can opt out of direct marketing at any time by clicking the unsubscribe link at the end of each email or by contacting our customer support service.

- 4.4. Ounapuu and Credit Reference Agencies:
 - 4.4.1. In order to process your application, we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at Call Credit: www.callcredit.co.uk/crain Equifax www.equifax.co.uk/crain Experian: www.experian.co.uk/crain

- 5. Processing on the basis of consent**
 - 5.1. Ounapuu also processes the Personal Data on the basis of consent (e.g. for direct marketing purposes and for carrying out market research, preparing statistical studies and analyses of client groups, market shares of products and services and other financial indicators, as well

as reporting and risk management in order to better understand the clients' expectations and develop Ounapuu's models, products, services and processes).

- 5.2. When Processing is based on consent, you can withdraw consent at any time by contacting Ounapuu on the contact details below, sections 12 and 14 or logging into your account. Please note that withdrawing consent does not affect the lawfulness of Processing based on consent before its withdrawal.
- 5.3. As for direct marketing messages received by e-mail, you can also withdraw consent and unsubscribe from receiving any further e-mails by clicking on the 'unsubscribe' link at the end of each e-mail.

6. Automated decision-making and profiling

- 6.1. Ounapuu decides based on profiling and/or automated decision-making whether the Client's loan application is fully or partially accepted or rejected.
- 6.2. The decision is made based on information received from the Client in the application, information received from external sources, such as public and private registers and other third parties, as well as the Client's previous payment behaviour with Ounapuu. No special categories of Personal Data (eg. data concerning health, genetic data) are processed.
- 6.3. Profiling and/or automated decision-making are necessary for entering into the Contract, as well as to meet Ounapuu's legal obligations as regards properly identifying the Client, assessing the creditworthiness of the Client, fraud prevention and money laundering. Automated decision-making helps Ounapuu to verify your identity and whether you are trust- and creditworthy and able to fulfil your obligations under the Contract. Automated decision-making helps Ounapuu make fair and responsible lending decisions. Ounapuu will not grant a loan and may terminate a loan granted to you if it becomes aware you are in payment default or that you have provided Ounapuu false information. Automated decision-making also helps to reduce the potential for human error, discrimination and abuse of power, as well as enabling decision-making within a shorter period, taking into account the volume of applications received by Ounapuu.
- 6.4. It can occur that the Client might not be eligible for a loan as a result of an automated decision. Ounapuu's credit scoring methods are regularly tested to ensure they remain fair, effective and unbiased. However, if the Client wants to contest an automated decision made, the Client can contact Ounapuu on the contact details below.
- 6.5. Ounapuu also uses profiling in order to decide, based on the Client's financial soundness in using Ounapuu's services, whether to offer on its own initiative (by direct marketing) a higher credit amount or other services/products to the Client with whom it has already concluded a Contract. The legal basis of such Processing is the legitimate interest of Ounapuu to market its products. As a result thereof, some Clients may not receive such offers. However, such profiling does not directly produce any legal effects on the Client or otherwise significantly affect the Client, as this does not influence the already existing Contract and the Client has the chance to apply for a new loan on its own initiative.

7. Data processors

- 7.1. Ounapuu uses carefully selected service providers (data processors) in Processing the Client's Personal Data. In doing so, Ounapuu remains fully responsible for your Personal

Data.

- 7.2. Ounapuu uses the following categories of data processors: legal and other advisors, data storage providers, telemarketing, marketing and surveys service providers, e-mail and SMS gateway service providers, identification and certification service providers, card management service providers, debt collection agencies, invoicing service providers, payment service providers, bank data scraping, scoring and credit check service providers, voice call dialler service providers, online and offline intermediaries.

8. Third parties

- 8.1. Ounapuu only shares your Personal Data with third parties if stipulated herein, if required under the applicable law (e.g. when Ounapuu is obligated to share Personal Data with the authorities), in order to perform an obligation or exercise a right under its agreement with you, or with your consent.
- 8.2. We share your Personal Data with the following third parties:
- 8.2.1. to persons maintaining databases of defaulted payments. The legal basis for such sharing is the legitimate interests of Ounapuu to ensure the performance of the contract and the legitimate interests of third parties to be able to assess the creditworthiness of the Client;
 - 8.2.2. debt collection agencies and bailiffs. The legal basis for such sharing is the legitimate interests of Ounapuu to ensure the performance of the contract;
 - 8.2.3. Ounapuu's auditors. The legal basis for such sharing is the legal obligations of Ounapuu.
 - 8.2.4. Ounapuu's regulators. The legal basis for such sharing is legal obligations to which Ounapuu is subject.
 - 8.2.5. Persons to who your receivables or the Contract may be assigned. The legal basis of such sharing is the legitimate interest of Ounapuu.

9. Transaction history

- 9.1. You are not required to provide us with viewing access to your bank account transaction information (Transaction History) or internet banking access details. You may still be allowed to apply for a loan with us if you do not provide us with this information. However, if you do it will help us make an informed decision about whether we can lend to you.
- 9.2. If you agree that we may access your Transaction History, the following provisions shall apply:
- 9.2.1. You, agree to provide true, accurate, current and complete information about yourself and your bank accounts (with us or third parties) and you agree to not misrepresent your identity or your account information. You agree to keep your bank account information up-to-date, accurate and complete.
 - 9.2.2. We will access your Transaction History using the services of a credit reference agency called Perfect Data Solutions Limited (PDS). We will use your Transaction History to assess your creditworthiness and whether the loan you seek is affordable.

- 9.2.3. Neither we nor PDS will store or have access to your internet banking credentials, PIN codes or passwords. That information is encrypted in transit and stored by a third party service provider upon their servers in a secure environment outside the EEA.
- 9.2.4. By agreeing to allow us viewing access to your Transaction History, you authorise PDS and PDS's service providers to access third party sites designated by you, on your behalf, to retrieve information requested by us, and to register to view bank statements over a period of up to 90 days. You agree that PDS and PDS's service providers may, and are instructed by you as your agent and nominated representative, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. This will include the following purposes: copying Transaction History over a 90 day period and storing the copied Transaction History on our servers.
- 9.2.5. You agree that the Transaction History shall also be used by PDS for credit reference agency purposes and may be taken into account when producing your individual credit score which may be shared with other organisations as part of your credit record.
- 9.2.6. You acknowledge and agree that when we, PDS or PDS's service providers access and retrieve information and Transaction History from third party sites, this is undertaken as your agent, and not the agent on behalf of any third party (including the bank account provider). You should be aware that third party account providers shall be entitled to rely on this authorisation and agency granted by you. You should also be aware that this service is not endorsed or sponsored by any third party bank account providers. We would recommend that you refer to the terms and conditions of your internet banking provider if you would like more information.
- 9.2.7. You understand that allowing us to review your Transaction History is at your sole risk.
- 9.2.8. We are only able to review your Transaction History on an "as is" and "as available basis" as it is made available to us by service providers. It may not be available to us from time to time.
- 9.2.9. We cannot guarantee that allowing us to review your Transaction History will guarantee the success of your loan application or the rate at which the loan is available.

10. Transferring Personal Data outside the UK/EEA

- 10.1. Ounapuu transfers Personal Data to entities (including providing access to Personal Data from) outside the UK/European Economic Area, e.g. to USA, Canada, Switzerland. This includes providing access to personal data from such countries. However, Ounapuu only does so where it has a lawful basis to do so, including to a recipient who is: (i) in a country which provides an adequate level of protection for Personal Data; or (ii) under an instrument which covers the UK/EEA requirements for the transfer of Personal Data outside the UK/EEA respectively.
- 10.2. You can receive further details on the transfers of Personal Data outside the UK/EEA upon contacting Ounapuu on the contact details below.

11. Data retention

- 11.1. Ounapuu retains your Personal Data in accordance with industry guidelines for as long as necessary for the purposes for which they were collected or for as long as necessary to safeguard its rights or for as long as required by applicable legal acts. Please note that if the same Personal Data is Processed for several purposes, the Personal Data will be retained for the longest retention period applicable.
- 11.2. In accordance with the maximum limitation period in terms of the EU directive on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, Ounapuu shall retain any Personal Data related to such legal obligation for 5 years from the date on which the last transaction occurred or the customer relationship was terminated, or a suspicion was filed, whichever is the latest.
- 11.3. In accordance with the maximum limitation period for claims arising from a transaction if the obligated person intentionally violated the person's obligations and for claims arising from law, Ounapuu shall retain any Personal Data related to such claims or potential claims for a maximum of 5 years from the date when the claim falls due (unless a longer retention period as above indicated applies).

12. Your rights

- 12.1. To the extent required by applicable Data Protection Regulations, you have all the rights of a Data Subject as regards your Personal Data. This includes the right to:
- 12.1.1. request access to your Personal Data;
 - 12.1.2. obtain a copy of your Personal Data;
 - 12.1.3. rectify inaccurate or incomplete Personal Data relating to you;
 - 12.1.4. erase your Personal Data;
 - 12.1.5. restrict the Processing of your Personal Data;
 - 12.1.6. portability of your Personal Data;
 - 12.1.7. object to Processing of your Personal Data which is based on your overriding legitimate interest and which is Processed for direct marketing purposes;
 - 12.1.8. should you believe that your rights have been violated, you have the right to lodge a complaint with:
 - Ounapuu customer support service or
 - Ounapuu data protection officer or;
 - the Information Commissioner's Office or;
 - the courts should you believe that your rights have been violated.
- 12.2 In order to exercise your rights, please contact Ounapuu on the contact details below.
- 12.3 Please note that you can exercise some rights by logging into your Ounapuuaccount.

13. Amending these principles

- 13.1. Ounapuu is entitled to unilaterally amend these principles at any time should the Personal Data Processing practices or policies of Ounapuu change or should there be a need to amend these principles under the applicable law, case-law or guidelines issued by competent authorities. In case of any material changes, Ounapuu will notify you by e-mail or electronically through your account. Our most recent privacy policy will always be

published on our website and we urge you to check this at least once a month.

14. Contact

14.1. In case you have any question regarding the Processing of your Personal Data by Ounapuu or you would like to exercise your rights as a Data Subject, please contact us on contact details above.

14.2. Ounapuu has appointed a data protection officer whom you also may contact regarding the same on the following contact details: Jane Shaw at customercare@ounapuu.co.uk