

- Online services terms of use
- Vitality Money terms and conditions
- Information you give us during your application, including documents you attach
- General section and Credit section of the account terms and conditions
- **Privacy statement**
- Pre-agreement statement and quote (the credit agreement), including your financial status declaration

Definitions

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| <i>Agreement</i> | means the Online Services terms of use, Vitality Money terms and conditions, your Discovery Bank account terms and conditions, your Pre-agreement statement and quote and this Privacy Statement. |
| <i>we, us and our you and your</i> | means Discovery Bank. means the client of Discovery Bank. |
| <i>your personal information</i> | means personal information about you, your spouse, your dependants and/or secondary cardholders in relation to your banking products, services and benefits. It includes personal information as well as special personal information as defined by POPIA such as your biometric (facial recognition and fingerprints), health, financial status and credit information, as well as your gender, age, identity number, contact numbers and addresses. |
| <i>Process information</i> | means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information. |
| <i>competent person</i> | means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example, a parent or legal guardian. |
| <i>online services</i> | means the Discovery Bank app. |
| <i>Discovery Group</i> | means all companies in the Discovery Group, including Discovery Limited, Discovery Bank (to the extent contextually relevant), Discovery Health, Discovery Life, Discovery Invest, Discovery Insure, Discovery Vitality. |
| <i>Discovery Pay</i> | means the service offering which allows you as our client to transact by making or receiving a payment through the provision of a beneficiary mobile number. |
| <i>Digital Card</i> | this is a unique digital way to identify your card, which is linked to your 16-digit card number and is used to protect you and to prevent fraud. |
| <i>FICA</i> | means the Financial Intelligence Centre Act 38 of 2001. |
| <i>POPIA</i> | means the Protection of Personal Information Act 4 of 2013. |



Purpose of this privacy statement

When you engage with us, you trust us with personal information about yourself and your family. We're committed to protecting your right to privacy.

This privacy statement aims to set out how we collect, use, share and otherwise process your personal information, in line with POPIA.

The provisions of this privacy statement are subject to any provisions of applicable laws that can't be amended.

You choose to accept

You have the right to object to the processing of your personal [information](#). It's voluntary to accept the terms and conditions and in so doing, you agree to be bound by the terms of our privacy statement. We do however, need your acceptance to activate and service your banking products. This means that, if you don't accept, we can't activate and service your banking products.

You agree that any personal information you provide to us is information that you voluntarily provide. You also agree that if you don't provide the necessary personal information, we may not be able to comply with our obligations under this agreement.

By submitting any personal information to us in any form or by entering into this agreement, or both, you agree that this signifies a specific and voluntary consent to the processing. This processing includes the storage of your personal information by us and others who we may share the personal information with under any applicable law or in the manner detailed in this privacy statement. This consent will, in the absence of any written objection we receive from you, be indefinite or apply for the period the applicable law requires.

We keep personal information confidential

We'll keep your personal information confidential. You may give us this information yourself or we may collect it from other sources. If you share your personal information with any third parties, we won't be responsible for any loss you, your spouse and your dependants and/or secondary cardholders experience.

Authority to act for other people

You undertake that when you give us personal information about your spouse, your dependants and/or secondary cardholders, you have permission from them to share their personal information with us. You understand that when you include your spouse, your dependants and/or secondary cardholders, on your application, we will process their personal information for the activation of the account, service or benefit and to pursue their legitimate interest. We will process their information in line with the purposes set out in this privacy statement.

If you're giving consent for a person under 18 years old (a minor), you confirm that you're a competent person and that you have authority to give consent on their behalf.

Purpose for using your personal information

You agree that we may process, including use, share and disclose, your personal information for:

- Administering and servicing your banking products, rewards and benefits;
- Allowing any company in the Discovery Group, third party or financial services provider or representative approved by the Discovery Group to inform you telephonically about or offer you any improved benefits or new products that you may qualify for;



- Allowing any company in the Discovery Group, third party or financial services provider or representative approved by Discovery Group to inform you electronically (by email, in-app message or SMS) about or offer you any improved benefits or new Discovery Group products that you may qualify for;
- Purposes of facilitating the operation of Discovery Pay, by disclosing that you have a banking relationship with us, to other clients of Discovery Bank to enable payments to be made to you, however we won't disclose any details about your banking product/s to any other Discovery Bank client;
- Providing relevant information, including your personal information, to a contracted third party who needs the information to provide a service to you relating to your banking products. We'll make sure the third party has agreed to keep the information confidential;
- Complying with compulsory requirements under relevant laws;
- Complying with statutory and regulatory requirements for the storage and maintenance of documents and information;
- Assisting in law enforcement and anti-money laundering and counter-terrorist financing initiatives (please refer to section on sanction screening below), and to comply with our obligations in terms of FICA and other relevant legislation;
- Complying with information requests by regulators;
- Assessing and attending to client complaints; and
- Providing other product providers in the Discovery Group that you currently subscribe to with information necessary for the operation of their products.

When you download the Discovery Bank app, you'll have to take a picture of yourself (a selfie) to register an account. You consent to us obtaining and storing images, including this selfie. We'll store your images in a safe manner and in line with our data storage policies. You agree that we may keep your images until you ask us to delete or destroy it, unless the law requires us to keep it.

Vitality Health and [Vitality Money](#) rewards programme

As a Discovery Bank client with Vitality Money or Vitality Health, you further agree that we may process your personal information for the following purposes:

- The administration of the Vitality Money or Vitality Health rewards programme;
- The provision of any services that you or any dependant or secondary cardholder may need under these programmes;
- Provision of services by Discovery Bank and Discovery Vitality;
- The provision of relevant information to a contracted third party who requires that information to provide a service to you or any dependant or secondary account holder for the Vitality Money or Vitality Health rewards programme, and only if the third party agrees to keep the information confidential;
- You consent to us sharing your relevant bank data with Discovery Vitality and their partners only where applicable to enable the administration and servicing of your Vitality Money rewards and Discovery Miles. If you choose not to consent to us sharing this data, we won't be able to activate, administer and provide service to you on the rewards benefit and Miles;
- We receive information about your financial status from data you provide and let us use, property valuers, credit and insurance bureaus, as well as any other relevant sources. We use this information to assess your financial status so we can give you the best reward level and benefits possible. You agree to us using your personal information for this purpose;
- You agree that Discovery Bank Limited, Discovery Vitality, their partner network and third parties associated with Vitality Money may share your payment and personal information as well as transaction data to administer the programme effectively.



Sanction screening

You consent and agree that:

- We may process your information, including personal and special personal information, to conduct sanction screening against all mandatory and non-mandatory sanctions lists and to perform transaction monitoring activities;
- We may communicate such personal information to local and international Regulatory Bodies as well as to other entities in the Discovery Group if you are matched to one of these sanctions lists; and
- We may terminate this agreement with immediate effect if you are found to be on a sanctions list.

Monitoring of communications

We may monitor and record our communications with you, including emails and phone conversations. Information which we collect may then be used for training purposes, quality assurance, to record details about the products and services you use or ask us about, and in order to meet our legal and regulatory obligations generally and only to the extent applicable.

Sharing personal information with third parties

If a third party asks us for any of your personal information, we'll share it with them only if:

- You've already consented to the disclosure of this information to that third party;
- We have a legal or contractual duty to give the information to that third party;
- For risk or fraud prevention purposes, or both; and
- For any of the purposes set out in this privacy statement.

Sharing personal information with the Discovery Group

You confirm that we may share your personal information within the Discovery Group of companies for these purposes:

- Mandatory requirements under relevant laws;
- Product administration;
- Fraud prevention;
- Law enforcement and anti-money laundering and counter-terrorist financing initiatives;
- Information requests by regulators;
- Provision of Discovery Group-wide services, benefits and infrastructure (where necessary) to help you in your personal or professional capacity;
- Provision to other product providers in the Discovery Group that you currently subscribe to, such as Discovery Vitality, Discovery Invest and Discovery Insure, with information necessary for the operation of their products; and
- All purposes set out in this privacy statement.

Sharing for research and improvement

You also confirm that we may share and combine all your personal information for any one or more of the following purposes:

- Market, statistical and academic research; and
- To customise our benefits and services to meet your needs.



You agree that we may share your personal information with third parties such as academics and researchers, including those outside South Africa. We guarantee that the academics and researchers will keep your personal information confidential and all data will be made anonymous as far as possible and where appropriate. We will make no personal information available to a third party unless that third party has agreed to our confidentiality rules. If we publish the results of this research, you won't be identifiable by name.

If we want to share your personal information for any other reason, we will do so only with your permission.

Digital Card Services – Personal Information

Where you have opted in to this service, you agree and confirm that the personal information you send us is always accurate, complete and up-to-date.

When you make certain online purchases, there may be a prompt by the merchant to provide your personal information. However, we won't share your personal information with online retail merchants.

You understand and agree that we and the digital card service providers may keep your personal information and may also disclose your personal information in the following instances:

- If the law requires it;
- To comply with legal process; and/or
- To enforce this agreement.

Opting out of Direct Marketing

By accepting the terms and conditions of this agreement, you consent to us sharing your personal information with third parties, including financial advisers and other entities in the Discovery Group and to them contacting you by telephone to tell you about Discovery Group products and services they offer or about third parties who may be of interest to you. In addition, they may contact you electronically through email or text message where you have consented to them doing so.

If you don't want to receive any direct marketing from us, please let us know by contacting us on our online services or on 0800 07 96 97.

Obtaining and sharing personal information for credit purposes

By signing the credit application form, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body.

This includes information about your credit history, financial history, judgments, default history (in line with the requirements of the National Credit Act 34 of 2005 and Regulations) and sharing of information for risk analysis, tracing and any related purposes.

Obtaining information from the Discovery Group

Where you give consent, we'll use your Discovery Group data for enriching your existing product offering with us.

The right to communicate with you

We have the right to communicate with you electronically about any changes to your banking products, services or rewards programmes. This includes your payments, changes and improvements to the benefits you're entitled to on the banking products, services or rewards programmes you've chosen.



Data quality – keeping your personal information up to date

We have a duty to take all reasonable steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To do this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.

Automated decision-making

We may process your information using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service. You may query this decision.

You have the right to know what personal information we have

You have the right to know what personal information we hold about you. If you want to receive a copy, please complete the [Access request form](#) on our online services and specify the information you want. We'll take all reasonable steps to confirm your identity before providing details of your personal information.

We're entitled to charge a fee for this service and will let you know what it is at the time of your request.

You have the right to ask us to update, [correct or delete your personal information](#). Where we can't delete your personal information, we'll take all steps reasonably possible to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. [This is unless the law requires us to keep it.](#)

The following are some examples of laws that require us to collect and keep personal information:

- The Financial Advisory and Intermediary Services Act (FAIS);
- The Banks Act;
- The Financial Intelligence Centre Act (FICA); and
- The National Credit Act (NCA).

Transferring your personal information outside South Africa

You agree that we may transfer your personal information outside South Africa:

- If you give us an email address that's hosted outside South Africa;
- To administer certain services, for example, cloud services; or
- For all other purposes set out in this privacy statement.

We'll make sure any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we do.

Sharing your personal information for a merger, acquisition or sale

If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this privacy statement will still apply.

Changing this privacy statement

We may change this privacy statement at any time. The most updated version will always be available on our online services.



If you have any concerns

If you believe we've used your personal information contrary to this privacy statement, you can discuss any concerns with us, by contacting us on:

General contact details

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|-------------------------|----------------------------------|
| Company name | Discovery Bank Limited |
| Postal address | PO Box 786722, Sandton, 2196 |
| Physical address | 1 Discovery Place, Sandton, 2196 |
| Telephone number | 011 324 4300 |
| Fax number | 011 324 4800 |

If you're not satisfied after this process, you have the right to lodge a complaint with the Information Regulator using the details below:

Information Regulator contact details

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| Postal address | PO Box 31533, Braamfontein, Johannesburg, 2017 |
| Physical address | 33 Hoofd Street Forum III, 3rd Floor Braampark |
| Telephone number | (010) 023 5207 |
| Email address | inforeg@justice.gov.za |
| Website | https://justice.gov.za/inforeg/ |

