



PRIVACY NOTICE AND TERMS OF USE AGREEMENT

Protecting the privacy and security of your personal information is of utmost importance to the Students' Loan Bureau.

This Agreement (the "Privacy Agreement") between the Students' Loan Bureau (SLB) with its head office located at 1st, 2nd and 8th Floors, Sagcor Sigma Building, 63-67 Knutsford Boulevard, Kingston 5, St. Andrew and its customers outlines the privacy and security protocols regarding personal information collected from SLB's customers, including what information is collected, how the information is used, with whom the information is shared, security access and controls, the retention period and the customer's rights regarding same. It also contains authorizations and indemnities regarding electronic correspondences.

INTERPRETATION

"Personal Information" refers to any information relating to an individual in any format from which that person can be identified including contact information, age and gender, identification numbers, financial and account information, income and employment information. This may include not only information provided by the individual or collected by SLB from the use of its services, from Credit Bureaus, other third parties or public sources.

"Customers" ("you") refers to any individual who, or entity which utilizes any of the SLB's Information Technology Systems (ITS) digital. Customers include SLB beneficiaries, applicants and guarantors and any other person who has provided personal information to the SLB.

"We", "Us" or "SLB" refers to the Students' Loan Bureau, its servants or agents.

INFORMATION WE COLLECT

Upon your request and expression of consent, we collect data for the purpose of providing services to you. The SLB limits information collected to that which is necessary to facilitate our business operations; to administer your records; to comply with laws and regulations; and to understand your educational financing needs so that we can provide quality products and services.

By accessing our services or products and/or using the information provided on any of our Information Technology Systems (ITS), you agree to be bound by this Agreement. If you do not agree to the terms, you will not be able to access our services or product offerings.

i. Applications for Student Loan Products and Loan Repayment Services

We collect data from our customers when they utilize any of SLB's ITS. In doing so and providing your personal information to facilitate same you agree that we may collect your personal information, including the following:

- a. Name, date of birth, contact information (address, telephone number(s), email address), Tax Registration Number, occupation and the nature and type of business you operate (if applicable). Note that validation of information you provide may be done using external third party sources;
- b. Photographic identification issued by the Government of Jamaica (valid passport, driver's license, national identification card, or photograph certified by a Justice of the Peace, or other approved documents or means of confirming your identity);
- c. The SLB was established to fund tertiary education and therefore we may request proof of academic qualification (to ensure you meet matriculation standards for tertiary education as at the date of application for a student loan or other service);
- d. You and/or your household's annual income, assets, liabilities;
- e. Your credit history to establish credit worthiness;
- f. The SLB loans are insured against death and disability of beneficiaries therefore health information is required to be provided for the said insurance purposes;
- g. Bank details to facilitate disbursement of grants or refunds if any;
- h. Credit and or debit card information to facilitate online payments on the SLB website and/ or loan portal. Note that online card data is received and processed via First Atlantic Commerce (FAC) gateway via a secure connection. SLB upon approval of the transaction from your bank provides a real-time response to you. If the transaction is approved, the online receipt will be displayed on the SLB Customer Portal Fee Payment page. A copy of same is also emailed to your registered email address.

The data provided are stored short term to facilitate ease of completion at a later date and/or despite disruptions, and is removed if you applied for a loan which was cancelled or not completed within the loan application period. Note that SLB does not take recurring payments and therefore we do not store your credit card information on our website.

The SLB will not share or sell customer data for the purposes of advertising, marketing, or any other commercial purpose without your written consent.

Only personal information which is required to facilitate loan application and/or servicing is collected by the SLB. All information submitted is treated with the strictest confidence.

ii. Email address, comment/query

This data is collected when you access any of SLB's Information Technology Systems.

If you leave a comment on our website, or send messages to SLB using any of the technology options available, your name and email address will also be saved in cookies. These are for your convenience so that you do not have to fill in your details again when you repeat the activity in

the future. Note you have the option to allow the system to save the information and should use this right as deemed necessary.

iii. IP and browser user agent string

The Students' Loan Bureau (SLB)'s website and customer portal may store the Internet protocol (IP) address from which you accessed it, the date, time, location. This information may be used to measure the number of guests to our site, analyze patterns of usage, and to make the site more useful. We collect data through the use of cookies in order to maintain your navigation state within digital systems for your convenience and for security, reporting and internal analysis purposes.

Note that we do not store personally identifiable information in these cookies, and we do not read any cookies that we did not specifically place. We do not use cookies to track your web browsing patterns or for any marketing purpose.

iv. Electronic Communication/Written correspondence

By utilizing our services you acknowledge and agree to the recording, retention and use of communication we have with you whether via physical or electronic means. This information may be recorded, retained and utilized for the purpose of ensuring accuracy and completeness of our records, to ensure that customer Service Standards are being met and to aid in the resolution of complaints and disputes inclusive of legal proceedings. This information is removed when they are no longer required for business or other purposes.

v. Video Images

SLB has video surveillance in our offices for security purposes (both for our customers and staff). Please note that the images and any personal information recorded are retained and destroyed when they are no longer required for security and business reasons.

USE AND DISCLOSURE OF INFORMATION

Use

Your data is not used for any other purposes except as provided above wherein we have a legitimate interest including inter alia facilitating loan application(s), payments and loan service to you, to facilitate our business operations, administer your records; security, to comply with laws and regulations; and to understand and meet your service needs and improve our service and product quality.

Any information submitted is treated with the strictest confidence. It is removed upon your withdrawal of consent prior to your contractual commitment for a service or loan or settlement of your financial and legal obligations to the Students' Loan Bureau.

Disclosure

We are permitted under law to disclose personal information about you to other third parties in certain circumstances. For example, we disclose personal information about you to third parties to assist us in servicing your loan or account with us, to government entities in response to court orders/subpoenas, and to credit bureaus. We do not disclose any personal information about you

to anyone, except as permitted by law. As examples, we may disclose information to service providers in order to help us to:

- Comply with laws and regulations
- Administer, process or complete account transactions
- Collect debts

When we enter a contractual agreement with a service provider, we prohibit them from disclosing or using that information for any other purpose.

When you settle your loan(s), we will continue to adhere to the privacy terms and practices described herein.

LEGAL COMPLIANCE

Credit Bureaus - The Students' Loan Bureau is an Information Provider under the Credit Reporting Act (2010). We may therefore collect, use and disclose your credit information to credit bureaus and credit reporting agencies.

Confirmation of your Identity - You hereby agree that in order to confirm your identity the SLB may have to disclose personal information provided to other governmental agencies (eg Passport and Immigration Citizenship Agency (PICA) or Tax Administration Jamaica (TAJ) or to Credit Bureaus as permitted by law. This aids in safeguarding the accuracy and integrity/separation of your personal data from that of other customers within our system especially those who may share similar names or demographic details. You may refuse to consent to its use or disclosure for purposes other than as required by law however, this may result in you not being able to access a loan or other service(s) from the Students' Loan Bureau.

Tax Compliance or Anti Money Laundering Purposes - Information may also be disclosed to local and foreign taxation authorities, regulatory authorities or the Police upon request in compliance with relevant legislation. You agree that we may collect, use and disclose your Tax Registration Number or other government-issued personal identification number or information, where permitted by law, for income tax reporting purposes and to fulfil other regulatory requirements as required by law.

Contractual Disclosure - As per contract you agree, that we may need to verify relevant information regarding your academic status with your institution of study, contact and employment details with your employer, professional agency or body to which you are affiliated /associated or belong, and you authorize any person whom we contact in this regard to provide such information to us.

Additionally, should we seek to dispose or sell a segment of our loan assets, or transfer ownership /management of a loan portfolio, you agree that we may release your information to the purchaser. Please note that non-disclosure agreement would be executed with any purchaser or potential purchaser and no personal information which can be used to identify you as an individual or entity will be disclosed prior to disposition. Additionally, the adoption of similar or more robust security protocols to protect your personal information would be a precondition of any sale.

Sharing with Entities which partner/provide services to the SLB.

In order to meet customers' needs, we may share some personal information with entities or persons that perform services in support of our operations or processes such as the entity which provides our Loan Management Systems and maintenance services; our auditors and actuaries ; financial institutions which provide financial services including facilitating payments and disbursements of loans and / or grants, and rebates; Attorneys and Debt Collectors. These companies /individuals act on our behalf, and are contractually obligated, and in most instances also have a fiduciary responsibility to keep the information we provide them confidential and to use the information only for the purposes authorized.

SECURITY OF YOUR PERSONAL INFORMATION

We prioritize the security of all personal and financial information of our customers. Our security systems and protocols regardless of the type of data received whether physical, electronic or digital are treated with the utmost confidence, and we have implemented safety protocols which are aimed at protecting your personal information against unauthorized access, loss or theft and to ensure the accuracy and integrity of same.

Customers who utilize our services via our website or customer portal responsible are for the security of their user name and password. Should you be aware of unauthorized access, it is your responsibility to change your password and notify us immediately so that we can take the necessary steps to secure your data.

All data processing and storage systems are in a secure environment that protects Customer information from being accessed by unauthorized individuals or third parties. Access to your personal information is restricted to authorized personnel who provide services to the SLB in support of services offered to you. We ensure that all staff and independent contractors or entities that may provide services to us are bound contractually and trained to protect your privacy.

RETENTION PERIOD

You agree that the SLB may retain and utilize the personal information collected indirectly and directly from you and other public sources regardless of the format (physical, electronic and digital) on our records for as long as it is needed for the purposes described in this Privacy Agreement, subject to applicable law.

APPLICABLE LAW

This notice and Agreement shall be governed by and construed in accordance with the laws of Jamaica. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Jamaica.

SEVERABILITY

Any clause heading used herein is for convenience only and shall not in any way affect the interpretation of these terms and conditions. Should any clause or part of it be held to be invalid because it contravenes any applicable legal provisions, all other terms of any such clause or part of a clause shall remain in full force and effect.

YOUR RIGHTS PERTAINING TO YOUR DATA

If you wish to access /review information which we have on you including data which you directly provided you may request a report of the same by email or via our customer portal. There may be a charge for certain information that is requested. To protect your privacy, proof of identity or other authentication is required. Should the information provided by you or which you have reviewed at any time change or become inaccurate or out of date, you are required to advise us so we can update our records.

You may also request that we rectify or erase any personal data we hold about you, the latter option being available upon cancellation of a service or product prior to contractual commitment and disbursement, or upon settlement of any existing liability with us. Please note that your rights pertaining to your data includes the right to withdraw consent which is applicable at any point along the application period prior to contractual commitment and disbursement of funds or receipt of a product or service. We undertake to adhere to security protocols, to advise of any possible breach of data within a reasonable time and to consistently review same to ensure updates are ahead of emerging threats.

CONTACT

To contact us regarding a review, request for information or to update or correct your personal information, you may contact us through our customer portal or contact our Client Support Unit at info@slbja.com. You may also contact us by phone at any of our listed numbers or via our website at www.slbja.com

REFUSAL OR WITHDRAWAL OF CONSENT

You may withhold/withdraw consent to the collection, use and disclosure of your personal information, save and except where required by law or as provided herein (including third parties essential to the provision of the services provided to you and to regulators etc). Please note however that the withdrawal or refusal to provide consent may prevent you from utilizing our services depending on the circumstances. To withdraw your consent, you may notify us via the contact means provided above.

ELECTRONIC INSTRUCTIONS AUTHORIZATION AND INDEMNITY

You acknowledge and agree that it would be convenient and in your interest if you could at any time, and from time to time send instructions to SLB via electronic mail, text message, short message service or facsimile transmission. Instructions sent by such transmissions are hereinafter referred to as “the instructions”. Such instructions may be in relation to any service or product offered by the SLB and includes inter alia: The provision of, or request for data /information on your account;

- a. Authorization for any transaction;
- b. Authorization regarding agents acting on your behalf;
- c. Directives regarding payment allocations, refunds, disbursements or appeals

You acknowledge that this mode of instruction does not negate or preclude you from utilizing other forms of communication, or from adhering to specified requirements by the SLB regarding acceptable modes of communication in certain circumstances.

In consideration of SLB agreeing to accept the instructions from the customer as aforesaid, you acknowledge and agree that:

- a. The SLB has no obligation to confirm the identity of the sender, nor to confirm the authenticity or accuracy of the instruction /information contained therein;
- b. The SLB may, in its absolute discretion, decline to act on, or in accordance with the whole or any part of any instruction received pending further enquiry or confirmation (whether written or otherwise) by the customer. The SLB shall not be under any obligation to so decline in any case, and SLB shall not in any circumstance be liable for not declining;
- c. The communication may not be secure and has potential risks of interception and/or alteration and that unauthorized persons may send instructions to SLB using these methods;
- d. SLB may act on any instructions given by the customer from time to time, and the customer voluntarily and with full knowledge takes and assumes any and all risks associated therewith.
- e. In acting on the instructions, SLB shall be deemed to have acted properly and to have fully performed all obligations owed to the customer, notwithstanding that the instructions may have been initiated, or otherwise communicated in error or fraudulently, and the customer shall be bound by the instructions on which SLB acted in good faith that such instructions were provided by the customer.
- f. Any security procedures provided by SLB are designed to verify the source of a communication and not to detect errors in the instructions or content, including without limitation discrepancies between name and numbers, and that SLB may execute any Instruction by reference to the loan application or loan number only, even if the name on the application or loan is also provided.
- g. To release SLB from and indemnify SLB against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, SLB having acted in accordance with the whole or any part of any of the instructions or having exercised (or failed to exercise) the discretion conferred upon SLB
- h. The customer agrees that by signing hereunder, the Customer acknowledges that the Customer has read, understood, and agreed to the terms and conditions of this Authorization and Indemnity,

CHANGES TO SLB'S PRIVACY NOTICE AND TERMS OF USE AGREEMENT

The Students' Loan Bureau may update this agreement whenever it deems it fit in tandem with existing laws and regulations and the details of such changes will be displayed on our website and customer portal. The effective date of the last review of this agreement is May 2, 2023.

AGREEMENT

To continue, choose "I accept" to indicate your acknowledgement that you have read and understood and accepted the Terms and Conditions contained herein. If you do not agree with these Terms and Conditions, choose "I do not accept". Note, you will not be able to access your account or utilize our services or online medium of communication unless you accept the Terms and Conditions.