

**THIKA ROAD BIKERS CLUB
(TRBC)**

**WEBSITE DATA PRIVACY POLICY
EFFECTIVE DATE: 27TH APRIL 2026**

1. INTRODUCTION AND PURPOSE

- 1.1 This Website Data Privacy Policy ('Policy') governs how Thika Road Bikers Club ('TRBC', 'we', 'us', or 'our') collects, uses, stores, shares, and protects your personal data when you visit or interact with our official website and digital platforms.
- 1.2 TRBC is a voluntary, member-governed social club registered under the Societies Act (Cap 108) of the Republic of Kenya, operating within Nairobi, Kiambu Counties and its environs.
- 1.3 This Policy has been prepared in compliance with the Data Protection Act, 2019 (Kenya) and any applicable regulations issued thereunder.
- 1.4 The aim of this Policy is to provide you with clear, complete, and accessible information on how we process your personal data. We are committed to safeguarding the privacy of all website visitors, members, and users.
- 1.5 By accessing, registering on, or continuing to use the TRBC website, you acknowledge that you have read, understood, and agreed to the terms of this Policy. If you do not agree, you must discontinue use of the website immediately.

2. DEFINITIONS

In this Policy, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- 2.1 **"Personal Data"** means any information relating to an identified or identifiable natural person, including but not limited to name, email address, phone number, location, IP address, and riding or membership details.
- 2.2 **"Data Subject"** means any identified or identifiable natural person to whom personal data relates including all members, visitors, and users of the TRBC website.
- 2.3 **"Processing"** means any operation performed on personal data, whether or not by automated means, including collection, recording, storage, use, disclosure, dissemination, or destruction.
- 2.4 **"Website"** means the official TRBC website accessible at www.trbc.co.ke and any associated subdomains, pages, or digital platforms operated by TRBC.
- 2.5 **"Member"** means any registered Full Throttle Member, Shadow Biker, Honorary Member, or Corporate Member as defined in the TRBC Charter.
- 2.6 **"Third Party"** means any person or entity other than TRBC and the data subject.
- 2.7 **"Cookies"** means small text files placed on your device by the website to collect and store information about your browsing behavior and preferences.
- 2.8 **"Club"** means Thika Road Bikers Club (TRBC).

3. DATA WE COLLECT

TRBC may collect, store, and process the following categories of personal data:

3.1 Information You Provide to Us Directly

- 3.1.1 Full name, email address, phone number, and physical or postal address.
- 3.1.2 Motorcycle details including make, model, registration number, and insurance information.
- 3.1.3 Profile information completed upon registration on the website, including membership category, residence area, and riding preferences.
- 3.1.4 Information submitted when applying for TRBC membership, including referral details and supporting documents.
- 3.1.5 Payment information relating to membership registration fees, annual renewal fees, or event participation fees.
- 3.1.6 Communication content, including messages submitted via contact forms, emails, or other correspondence directed to TRBC.
- 3.1.7 Any other personal information voluntarily submitted to us through the website.

3.2 Information Collected Automatically

- 3.2.1 Internet Protocol (IP) address and device identifiers.
- 3.2.2 Browser type, version, and operating system.
- 3.2.3 Referring website or source of access.
- 3.2.4 Geographical location data (country, city, or region) derived from your IP address.
- 3.2.5 Length of visit, pages viewed, links clicked, and navigation paths within the website.
- 3.2.6 Cookies, web beacons, and similar tracking technologies as further described in Section 10 of this Policy.

3.3 Information from Third Parties

- 3.3.1 Information provided by members or officials in the course of membership management or event coordination.
- 3.3.2 Information made publicly available by you on TRBC-affiliated social media platforms, including the official WhatsApp groups.
- 3.3.3 Information provided by payment processors or financial service providers in connection with fee transactions.

Important: Before disclosing personal information of another person to TRBC, you must obtain that person's explicit consent to both the disclosure and the processing of their data in accordance with this Policy.

4. HOW WE USE YOUR PERSONAL DATA

Personal data collected through the TRBC website shall be used for the following specific and lawful purposes:

4.1 Membership Administration

- 4.1.1 To process and activate membership applications and registrations.
- 4.1.2 To verify membership eligibility, including insurance status and residency requirements.
- 4.1.3 To maintain and update the TRBC membership register.
- 4.1.4 To issue membership confirmations, receipts, and renewal reminders.

4.2 Communication and Engagement

- 4.2.1 To respond to your enquiries, complaints, or requests made through the website.
- 4.2.2 To send you official TRBC announcements, newsletters, event notices, and emergency communications.
- 4.2.3 To notify you of changes to TRBC rules, the Charter, this Policy, or other governance documents.
- 4.2.4 To facilitate your participation in TRBC group rides, events, and community programmes.

4.3 Welfare and Safety Services

- 4.3.1 To coordinate welfare contributions and support in the event of accidents, medical emergencies, or bereavement, in accordance with the TRBC Rules and Regulations.
- 4.3.2 To facilitate emergency response by sharing relevant member contact details with designated TRBC officials where necessary.
- 4.3.3 To verify insurance coverage and promote compliance with road safety obligations.

4.4 Economic Empowerment (Soko Monday)

- 4.4.1 To manage seller registrations and product catalogues for the Soko Monday programme.
- 4.4.2 To facilitate contact between buyers and sellers within the TRBC community.

4.5 Website Operation and Security

- 4.5.1 To administer, operate, and improve the TRBC website and its features.
- 4.5.2 To analyse website traffic, usage patterns, and user behavior for performance optimization.
- 4.5.3 To detect, prevent, and respond to fraud, security breaches, or technical faults.
- 4.5.4 To verify compliance with the terms of use of the website.

4.6 Legal and Governance Purposes

- 4.6.1 To fulfil our legal obligations under applicable Kenyan law.
- 4.6.2 To establish, exercise, or defend legal rights and disciplinary proceedings.
- 4.6.3 To maintain records required for dispute resolution and conflict management.

5. LEGAL BASIS FOR PROCESSING

- 5.1 TRBC shall only process your personal data where a lawful basis exists under the Data Protection Act, 2019 (Kenya). The applicable legal bases are:

- 5.2 Consent — where you have given clear and specific consent for a defined purpose, such as subscription to the TRBC newsletter or marketing communications.
- 5.3 Contractual Necessity — where processing is required to fulfil membership obligations or to take steps prior to entering into membership with TRBC.
- 5.4 Legal Obligation — where processing is required to comply with a legal duty imposed on TRBC under Kenyan law.
- 5.5 Legitimate Interests — where processing is necessary for the legitimate interests of TRBC, including safety coordination, fraud prevention, community governance, and website security, provided such interests are not overridden by your fundamental rights and freedoms.
- 5.6 Vital Interests — where processing is necessary to protect the life of a member or another person in an emergency.

6. DISCLOSURE AND SHARING OF PERSONAL DATA

TRBC treats your personal data with the highest level of confidentiality. We shall not sell, rent, or trade your personal data to any third party for commercial purposes.

6.1 Internal Disclosure

- 6.1.1 Your personal data may be accessed by TRBC officials and administrators only to the extent necessary to fulfil their official functions.
- 6.1.2 Access to sensitive member data shall be restricted to the current officeholders and shall not be shared with former leadership or members without lawful basis.

6.2 Permitted Third-Party Disclosure

- 6.2.1 TRBC may disclose your personal data to the following categories of third parties where strictly necessary:
 - 6.2.2 Professional advisers including legal counsel, auditors, or insurance providers acting in an advisory capacity.
 - 6.2.3 Service providers and technology vendors engaged to operate or maintain the TRBC website or related digital platforms, subject to binding confidentiality obligations.
 - 6.2.4 Payment processors or financial institutions in connection with fee collection.
 - 6.2.5 Emergency services or medical responders where disclosure is necessary to protect the life or safety of a member.

6.3 Legally Required Disclosure

- 6.3.1 TRBC may disclose your personal data without your consent where required by law or court order, including:
 - 6.3.2 To comply with a legal obligation imposed by Kenyan law or a competent regulatory authority.
 - 6.3.3 In connection with any ongoing or prospective legal proceedings.
 - 6.3.4 To establish, exercise, or defend TRBC's legal rights.
 - 6.3.5 Where a court or competent authority orders or is reasonably likely to order such disclosure.

6.4 Prohibition on Unauthorized Sharing

- 6.4.1 No member, official, or administrator of TRBC shall share, forward, or disclose another member's personal data outside the Club without the express written consent of the data subject, except as required by law.
- 6.4.2 Unauthorized sharing of member personal data shall constitute a violation of TRBC Rules and may attract disciplinary action, including suspension or expulsion.

7. DATA RETENTION

- 7.1 TRBC shall retain your personal data only for as long as is necessary to fulfil the purposes for which it was collected, or as required by applicable law.
- 7.2 Active membership data shall be retained for the duration of your membership with TRBC and for a minimum period of (5) years or more depending on the situation after termination or resignation, for governance, legal, and audit purposes.
- 7.3 Financial transaction records, including fee payments, shall be retained for a minimum period of seven (7) years in compliance with applicable Kenyan financial regulations.
- 7.4 Website analytics and usage data collected through cookies or similar technologies shall be retained for a maximum of twelve (12) months, after which it shall be anonymized or deleted.
- 7.5 Data collected in connection with disciplinary proceedings shall be retained for the duration of the proceedings and for a period of five (5) years thereafter.
- 7.6 Notwithstanding the above, TRBC may retain personal data for longer periods where:
- 7.6.1 Retention is required to comply with a legal obligation.
 - 7.6.2 The data is relevant to ongoing or anticipated legal proceedings.
 - 7.6.3 Retention is necessary to establish, exercise, or defend TRBC's legal rights.
- 7.7 Upon expiry of the applicable retention period, personal data shall be securely and permanently deleted or anonymized.

8. SECURITY OF PERSONAL DATA

- 8.1 TRBC is committed to implementing appropriate technical and organizational measures to protect your personal data against unauthorized access, loss, misuse, alteration, or destruction.
- 8.2 The TRBC website and associated databases are hosted on secure, password-protected, and firewall-enabled servers.
- 8.3 Access to personal data is restricted to authorized TRBC officials and service providers on a need-to-know basis.
- 8.4 All third-party service providers who access or process member data on behalf of TRBC are required to maintain appropriate security standards and are bound by confidentiality obligations.
- 8.5 TRBC shall conduct periodic reviews of its data security practices to ensure ongoing adequacy and compliance.
- 8.6 In the event of a data breach that poses a risk to your rights and freedoms, TRBC shall notify the Office of the Data Protection Commissioner (ODPC) and affected individuals within seventy-two (72) hours of becoming aware of the breach, in accordance with the Data Protection Act, 2019.
- 8.7 You are responsible for keeping your website login credentials confidential. TRBC shall not be liable for any unauthorized access arising from your failure to protect your account credentials.

Note: No method of data transmission over the internet or electronic storage is completely secure. While TRBC implements commercially reasonable safeguards, we cannot guarantee absolute security.

9. YOUR RIGHTS AS A DATA SUBJECT

In accordance with the Data Protection Act, 2019 (Kenya), you have the following rights with respect to your personal data held by TRBC:

- 9.1 Right of Access — You have the right to request a copy of the personal data TRBC holds about you.
- 9.2 Right to Rectification — You have the right to request the correction of inaccurate or incomplete personal data.
- 9.3 Right to Erasure — You have the right to request the deletion of your personal data where it is no longer necessary for the purposes for which it was collected, subject to TRBC's lawful retention obligations.
- 9.4 Right to Restriction of Processing — You have the right to request that TRBC restrict the processing of your personal data in certain circumstances.
- 9.5 Right to Object — You have the right to object to the processing of your personal data for direct marketing purposes or where processing is based on legitimate interests.
- 9.6 Right to Data Portability — You have the right to receive your personal data in a structured, commonly used, and machine-readable format where technically feasible.
- 9.7 Right to Withdraw Consent — Where processing is based on your consent, you have the right to withdraw consent at any time without affecting the lawfulness of processing carried out prior to withdrawal.
- 9.8 Right to Lodge a Complaint — You have the right to lodge a complaint with the Office of the Data Protection Commissioner (ODPC) if you believe TRBC has processed your personal data in breach of the Data Protection Act, 2019.
- 9.9 To exercise any of the above rights, submit a written request to the TRBC Data Protection Contact designated in Section 14 of this Policy. TRBC shall respond within thirty (30) days of receipt of your request.

10. COOKIES AND TRACKING TECHNOLOGIES

- 10.1 The TRBC website uses cookies and similar tracking technologies to enhance your browsing experience and to collect analytical information about website usage.
- 10.2 By continuing to use the TRBC website without adjusting your browser settings, you consent to our use of cookies in accordance with this Policy.

10.1 Types of Cookies Used

- 10.1.1 Essential Cookies — These are necessary for the website to function properly and cannot be disabled. They enable core features such as page navigation and access to secure areas of the website.
- 10.1.2 Analytical or Performance Cookies — These cookies help TRBC understand how visitors interact with the website by collecting anonymous usage statistics, including pages visited, time spent on site, and error messages encountered.

10.1.3 Functional Cookies — These cookies allow the website to remember your preferences and customisations, such as your language settings and login status.

10.1.4 Marketing or Targeting Cookies — These cookies may be used to deliver content or promotions relevant to your interests. TRBC shall not enable marketing cookies without your prior consent.

10.2 Cookie Management

10.2.1 You may manage or disable cookies through your internet browser settings. Please note that disabling certain cookies may affect the functionality of the website.

10.2.2 Instructions for managing cookies in common browsers are available at the browser's official help pages.

10.2.3 TRBC does not use cookies to collect sensitive personal data, financial information, or data that can be used for fraudulent purposes.

11. MEDIA CONSENT (PHOTOS, VIDEOS, AND DIGITAL CONTENT)

11.1 TRBC shall publish photographs, videos, ride footage, and other media content on the website and official social media platforms for promotional, documentary, and community engagement purposes.

11.2 By participating in TRBC group rides, events, membership, or activities where media recording is taking place, you provide implied consent to be included in general crowd or group photographs and videos.

11.3 Where TRBC intends to use an individual member's photograph, video, name, or likeness prominently in marketing or promotional material, express written consent shall be sought from that member in advance.

11.4 Any member who does not wish to be photographed or filmed at TRBC events must notify the designated TRBC official in writing prior to the event.

11.5 TRBC shall not publish photographs or videos that depict members in a demeaning, embarrassing, or unauthorized manner.

11.6 Members who submit photographs or content to TRBC grant the Club a non-exclusive, royalty-free licence to use, reproduce, and display such content on official TRBC platforms for community purposes.

12. WHATSAPP AND DIGITAL COMMUNICATION PLATFORMS

In addition to the website, TRBC operates official communication channels including WhatsApp groups. The following data privacy considerations apply:

12.1 Membership of an official TRBC WhatsApp group constitutes acceptance of the TRBC Rules, Regulations, and Violations Guide, including communication conduct rules.

12.2 Members are responsible for the personal data of other members that may be visible within WhatsApp groups, including phone numbers and profile information. Such data shall not be extracted, shared, or used for any purpose outside TRBC community activities.

12.3 No member shall screenshot, record, forward, or share content from official TRBC WhatsApp groups to external platforms without prior approval of current TRBC leadership.

12.4 No member shall use contact information obtained through TRBC platforms to approach another member for unsolicited commercial, personal, or political purposes without that member's consent.

- 12.5 TRBC shall not be responsible for the privacy practices of WhatsApp or any third-party messaging platform. Members are encouraged to review WhatsApp's privacy policy independently.
- 12.6 Violations of digital communication privacy shall be treated as a Major Violation under the TRBC Rules and Regulations and may result in suspension or permanent removal.

13. LIABILITY DISCLAIMER AND RISK ACKNOWLEDGEMENT

- 13.1 TRBC shall not be liable for any loss, damage, or harm arising from your use of the website or reliance on information published thereon, except where such liability cannot be excluded by law.
- 13.2 The TRBC website may contain links to third-party websites or external resources. TRBC does not control and is not responsible for the content, privacy practices, or data security of such third-party sites.
- 13.3 By registering as a member or participating in TRBC activities, you acknowledge that motorcycle riding involves inherent risks. TRBC's collection and processing of your data does not constitute an assumption of liability for accidents, injuries, or loss of property arising from riding or participation in TRBC events.
- 13.4 TRBC does not guarantee that the website will be free from interruption, errors, or security vulnerabilities, and shall not be liable for any resulting loss or damage.

14. DATA PROTECTION CONTACT

- 14.1 For all matters relating to this Policy, including requests to exercise your data subject rights, complaints, or enquiries, please contact the TRBC Data Protection Contact as follows:

Data Protection Contact: TRBC Legal Pillar/ Data Officer
Email Address: marygichira300@gmail.com
Phone Number: 0722359777

- 14.2 If you are dissatisfied with TRBC's response to your request, you have the right to escalate your complaint to the Office of the Data Protection Commissioner (ODPC) of Kenya:

15. AMENDMENTS TO THIS POLICY

- 15.1 TRBC reserves the right to review, update, and amend this Policy from time to time to reflect changes in applicable law, technology, or operational practices.
- 15.2 Any material amendments to this Policy shall be communicated to registered members via the official TRBC website and WhatsApp platforms at least fourteen (14) days before taking effect.
- 15.3 The effective date of the current version of this Policy is stated on the cover page. The most recent version shall supersede all previous versions.
- 15.4 Continued use of the TRBC website following notification of amendments shall constitute your acceptance of the updated Policy.

15.5 Where an amendment significantly alters how your personal data is processed, TRBC may seek your renewed consent where legally required.

16. GOVERNING LAW AND JURISDICTION

16.1 This Policy shall be governed by and construed in accordance with the laws of the Republic of Kenya, including the Data Protection Act, 2019.

16.2 Any disputes arising from or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of Kenya.

16.3 TRBC is committed to resolving data-related disputes amicably and in good faith before resorting to formal legal proceedings.

ADOPTED AND RATIFIED BY TRBC LEADERSHIP

This document is the property of Thika Road Bikers Club (TRBC). Unauthorized reproduction or distribution is prohibited. God bless TRBC.