

## **END USER LICENCE, PRIVACY POLICY & COOKIE POLICY**

#### **END USER LICENCE**

#### PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK ON THE "ACCEPT" BUTTON BELOW. PLEASE NOTE
THAT IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE APP.

## WHO WE ARE AND WHAT THIS AGREEMENT DOES

We Ideal Boilers Limited of National Avenue, Hull HU5 4JN license you to use of the Ideal Halo mobile application software, the data supplied with the software, (App) and any updates or supplements to it as permitted in these terms.

#### YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <u>PRIVACY POLICY</u>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## APPLE AND GOOGLE TERMS ALSO APPLY

The ways in which you can use the App may also be controlled by Apple and Google's rules and policies and Apple and Google's rules and policies will apply instead of these terms where there are differences between the two.

## **OPERATING SYSTEM REQUIREMENTS**

This app requires an internet enabled smart phone or tablet device with a minimum of either iOS 12 or above, or Android 8 (Oreo) or above. It is recommended that the device has at least IGB RAM.

## SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

**Support.** If you want to learn more about the App or have any problems using it please take a look at our support resources at https://idealboilers.com/support/faqs.

**Contacting us (including with complaints).** If you think the App is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@idealhalo.co.uk or call them on 01482 498660

**How we will communicate with you**. If we have to contact you we will do so by email, using the contact details you have provided to us.



## HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto any number of compatible devices and view, use and display the App on such devices for your personal purposes only.
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

### YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE APP

You must be 18 or over to accept these terms and download the App.

#### YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App as set out above under the heading "HOW YOU MAY USE THE APP". Whilst you may have sharing rights as set out above, you may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

#### **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App.

# UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

# IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.



## WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any services to you.

## WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

Your use of the App, will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. You consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on your smart phone or tablet

### WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## LICENCE RESTRICTIONS

You agree that you will:

- except in the course of permitted sharing (see above "HOW YOU MAY USE THE APP") not rent, lease, sublicense, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App except as part of the normal use of the App or where it is necessary for the purpose of backup or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the App to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms:
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:



- is not disclosed or communicated without the Licensor's prior written consent to any third party to
  whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
   and
- is not used to create any software that is substantially similar in its expression to the App;
- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

#### **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data our systems or attempt to decipher any transmissions to or from the servers running the App.

#### **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App throughout the world belong to us [(or our licensors)] and the rights in the App is licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use them in accordance with these terms.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However,



we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App**. The App does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App**. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

Check that the App is suitable for you. The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the appstore site) meet your requirements.

We are not responsible for events outside our control. If our support for the App is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any services you have paid for but not received.

What we will not be responsible for. We will not be responsible for any costs, loss or damage that you or anyone else suffers as result of:

- not using the App in line with our instructions;
- exceeding your permitted data limit on your broadband or mobile data packages; or
- problems caused by smartphone, computer, internet browsers or internet connection.



## WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them.

# WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

## NO RIGHTS FOR THIRD PARTIES

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

# IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the



Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

#### **CONSENT TO INSTALLATION OF THE APP**

Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data. This information is provided in the privacy policy below and it is important that you read that information.

Before installation of this App, please indicate your consent to our processing of your personal data (including your name, contact details and device information) as described in the privacy policy below.

**YES** I consent to the installation of the App for the purposes of allowing me to remotely control my central heating boiler.

NO I do not consent to the installation of the App.

#### How you can withdraw consent

Once you provide consent by selecting "YES", you may change your mind and withdraw consent at any time by contacting us at <a href="mailto:support@idealhalo.co.uk">support@idealhalo.co.uk</a> but that will not affect the lawfulness of any processing carried out before you withdraw your consent.

## **Consent to processing Location Data**

**YES** I consent to processing of my Location Data ([including details of my current location disclosed by GPS technology.

NO I do not consent to processing of my Location Data and I have disabled my settings.]

### **PRIVACY POLICY**

Ideal Boilers Limited (we) are committed to protecting your personal data and respecting your privacy.

### INTRODUCTION

This policy (together with our end-user licence agreement as set out at [BOOKMARK TO END USER LICENCE] (EULA) and any additional terms of use incorporated by reference into the EULA, together our Terms of Use) applies to your use of:

Ideal Halo mobile application software (App) available on our site or hosted on https://app.idealhalo.co.uk (App Site), once you have downloaded a copy of the App onto your mobile telephone or handheld device (Device).

Any of the services accessible through the App (Services) that are available on the App Site or other sites of ours (Services Sites). This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This App is not intended for children and we do not knowingly collect data relating to children. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.



#### IMPORTANT INFORMATION AND WHO WE ARE

Ideal Boilers Limited is part of the Groupe Atlantic UK & ROI Group. When we mention "Ideal Boilers", we are referring to the relevant company in the Group Atlantic UK & ROI Group responsible for processing your data which will be clear to you when you use our App. Ideal Boilers Limited is the controller responsible for this App.

#### **Contact details**

Our full details are:

Full name of legal entity: Ideal Boilers Limited

Email address: support@idealhalo.co.uk

Postal address: Box 103 National Avenue, Hull HU5 4JN

Telephone number: 01482 498660

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues [or other competent supervisory authority of an EU member state if the App is downloaded outside the UK].

## Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review.

This version was last updated on 28/11/19. It may change and if it does, these changes will be posted on this page and, where appropriate, notified to you by email or when you next start the App or log onto one of the Services Sites. The new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the App.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

## Third party links

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. Please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as Contact and Location Data. Please check these policies before you submit any personal data to these websites or use these services.

## THE DATA WE COLLECT ABOUT YOU

We may collect, use, store and transfer different kinds of personal data about you as follows:

Identity Data.

Contact Data.

Device Data.

Content Data.

Profile Data.

Usage Data.

Marketing and Communications Data.



Location Data

We explain these categories of data here at the end of this privacy policy.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific App feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

#### **HOW IS YOUR PERSONAL DATA COLLECTED?**

We will collect and process the following data about you:

**Information you give us.** This is information (including Identity, Contact, and Marketing and Communications Data) you consent to giving us about you by filling in forms on the App Site and the Services Sites (together Our Sites), or by corresponding with us (for example, by email or chat). It includes information you provide when you register to use the App Site, download or register an App, search for an App enter a competition, promotion or survey, and when you report a problem with an App, or any of Our Sites. If you contact us, we will keep a record of that correspondence.

**Information we collect about you and your device.** Each time you visit one of Our Sites or use one of our Apps we will automatically collect personal data including Device, Content and Usage Data. We collect this data using cookies and other similar technologies. Please see our <u>cookie policy</u> for further details.

**Location Data.** We also use GPS technology to determine your current location. Some of our location-enabled services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by disabling Location Data in your settings.

Information we receive from other sources including third parties and publicly available sources. We will receive personal data about you from various third parties as set out below:

Device Data from the following parties:

analytics providers [such as Google based outside the EU];

Location data for weather feed information from the MetOffice

**Unique application numbers**. When you want to install or uninstall a service containing a unique application number or when such a service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

## COOKIES

We use cookies and/or other tracking technologies to distinguish you from other users of the App, App Site, the distribution platform (Appstore) or Services Sites and to remember your preferences. This helps us to



provide you with a good experience when you use the App or browse any of Our Sites and also allows us to improve the App and Our Sites. For detailed information on the cookies we use, the purposes for which we use them and how you can exercise your choices regarding our use of your cookies, see our cookie policy.

## HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to do so. Most commonly we will use your personal data in the following circumstances:

Where you have consented before the processing.

Where we need to perform a contract we are about to enter or have entered with you.

Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

Where we need to comply with a legal or regulatory obligation.

Please see the Glossary to find out more about the types of lawful basis that we will rely on to process your personal data.

We will only send you direct marketing communications by email or text if we have your consent. You have the right to withdraw that consent at any time by contacting us.

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.



## PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

Purpose/activity	Type of data	Lawful basis for processing
To install the App and register you as a	Identity	Your consent
new App user	Contact	
	Device	
To manage our relationship with you	Identity	Your consent
including notifying you of changes to	Contact	Performance of a contract with you
the App or any services	Profile	Necessary for our legitimate interests
	Marketingand Communications	(to keep records updated and to
		analyse how customers use our
		products/ services)
		Necessary to comply with legal
		obligations (to inform you of any
		changes to our terms and conditions)
To enable you to participate in a prize	Identity	Your consent
draw, competition or complete a	Contact	Performance of a contract with you
survey	Device	Necessary for our legitimate interests
	Profile	(to analyse how customers use our
	Marketing and Communications	products/services and to develop them
		and grow our business)
To administer and protect our business	Identity	Necessary for our legitimate interests
and this App including	Contact	(for running our business, provision of
troubleshooting, data analysis and	Device	administration and IT services, network
system testing		security)
To deliver content and advertisements	Identity	Consent
to you	Contact	Necessary for our legitimate interests
To make recommendations to you	Device	(to develop our products/services and
about goods or services which may	Content	grow our business)
interest you	Profile	
To measure and analyse the	Usage	
effectiveness of the advertising we	Marketing and Communications	
serve you	Location	
To monitor trends so we can improve		
the App		

## **DISCLOSURES OF YOUR PERSONAL DATA**

When you consent to providing us with your personal data, we will also ask you for your consent to share your personal data with the third parties set out below for the purposes set out in the table above:

Internal Third Parties as set out in the Glossary.

External Third Parties as set out in the Glossary.

Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.



## **INTERNATIONAL TRANSFERS**

We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data. These rules are called "binding corporate rules".

Many of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see *European Commission:*Adequacy of the protection of personal data in non-EU countries.

Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see *European Commission: Model contracts for the transfer of personal data to third countries.* 

Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see *European Commission: EU-US Privacy Shield*.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

### **DATA SECURITY**

All information you provide to us is stored on our secure servers and encrypted using Secured Sockets Layer Technology (SSL). Where we have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Once we have received your information, we will use strict procedures and security features to try to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

### **DATA RETENTION**

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see *Your legal rights* below for further information. In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

In the event that you do not use the App for a period of 2 years then we will treat the account as expired and your personal data may be deleted.



#### YOUR LEGAL RIGHTS

Under certain circumstances you have the following rights under data protection laws in relation to your personal data.

Please see 1.5 of the Glossary to find out more about these rights:

Request access to your personal data.

Request correction of your personal data.

Request erasure of your personal data.

Object to processing of your personal data.

Request restriction of processing your personal data.

Request transfer or your personal data.

Right to withdraw consent.

You also have the right to ask us not to continue to process your personal data for marketing purposes.

You can exercise any of these rights at any time by contacting us at Po Box 103, National Avenue, Hull, HU5 4JN or <a href="mailto:support@idealhalo.co.uk">support@idealhalo.co.uk</a>.

#### **GLOSSARY**

### Lawful basis

Consent means processing your personal data where you have signified your agreement by a statement or clear opt-in to processing for a specific purpose. Consent will only be valid if it is a freely given, specific, informed and unambiguous indication of what you want. You can withdraw your consent at any time by contacting us.

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

## Third parties

# <u>Internal third parties</u>

Other companies in the Group Atlantic UK & ROI Group acting as joint controllers or processors and who are based in UK and ROI and provide IT and system administration services.

## External third parties

Service providers [acting as processors] based in **UK** who provide IT and system administration services.

Professional advisers [acting as processors or joint controllers] including lawyers, bankers, auditors and insurers based in **UK** who provide consultancy, banking, legal, insurance and accounting services.



HM Revenue and Customs, regulators and other authorities [acting as processors or joint controllers] based [in the UK] [who require reporting of processing activities in certain circumstances].

## Your legal rights

You have the right 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.

**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 of 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) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. 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; or

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 the time you withdraw your consent.

### **DESCRIPTION OF CATEGORIES OF PERSONAL DATA**

Identity Data: [first name, last name]
Contact Data: [address,, email address

**Device Data:** includes [the type of mobile device you use,] [a unique device identifier [(for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device)],] [mobile network information,] [your mobile operating system,] [the type of mobile browser you use,] [time zone setting,].

Profile Data: includes your username and password preferences, feedback and survey responses.



**Usage Data**: includes details of your use of any of our Apps or your visits to any of Our Sites including, but not limited to, [traffic data [and other communication data],] whether this is required for our own billing purposes or otherwise [and the resources that you access].

**Marketing and Communications Data** includes [your preferences in receiving marketing from us and our third parties and your communication preferences].

Location Data: includes your current location disclosed by GPS technology.

#### **COOKIE POLICY**

#### The cookie law explained

Changes to online privacy laws across the EU, since May 2011, mean that visitors to many websites will start to be asked for their consent for the use of 'cookies' and other similar web technologies.

'Cookies' are a type of file stored on your internet device (PC, Phone or Tablet) and used by most websites in various ways enabling you to personalise your online experience. Cookies can also be used to track your activity and behaviour online. This provides website owners important insights into the quality of their services, allowing them to improve and better meet the needs of all their visitors.

## Cookies used on this site

Analytics cookies

These cookies allow us to count page visits and traffic sources so we can measure and improve the performance of our site, using a service provided by Google Analytics.

#### Third party cookies

We may use a number of social media tools to enhance visitor interaction on our site. If you already use these platforms their cookies may be set through our website. Data may then be collected by these companies that enables them to serve up adverts on other sites that they think are relevant to your interests. If you do not use such platforms then our site will not place these cookies on your device.

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