

GTC - General Terms and Conditions

1) Service Provider ("Provider")

Company name: Thinkspace Technologies Ltd.(EventJinny)

Abbreviated name: TST Ltd.

Headquarters: RH19 2EN East Grinstead Office 5 The Round House, Dormans Park Road

Email: info@eventjinny.com

Web: eventjinny.com

Registering authority: Companies House, the Registrar of Companies for England and Wales

VAT registration number: 9690161

Tax number: GB 265 4289 78

Customer Service, Sales, Partnership, Marketing, and Logistics:

In **Hungary, Romania, Germany, France, and Italy**, customer service, marketing, sales, partnership and logistics tasks related to the Memoring brand are handled by:

Company name: KOPINFO Információtechnológiai Korlátolt Felelősségű Társaság
(abbreviated as KOPINFO Kft.),

Headquartered at: 1118 Budapest Rétköz utca 29., Hungary.

Phone: +36 1 444 5222

Email: info@memoringphone.com

Web: www.memoringphone.com

Registering authority: Company Registry Court of Budapest Capital Regional Court

Company registration number: 01 09 697868

Tax number: HU12673139

2) Contractor ("Client" or "User")

"Client" refers to any persons or organisation hiring equipment and or services from the Provider.

"User" refers to any persons or organisation visiting the Provider's website or webshop.

3) Service description

Provider offers Memoring service through which Guests can take a photo of themselves, with preset backgrounds. If they pick up the receiver on the device connected to the service, they can send voice and video messages to the host of the event.

The Provider will provide the recorded messages in saved, unedited form and make them accessible online for one year on its specially designed Memoring web interface, which the Client can share with the interested parties at their discretion.

The Provider provides a specific device for a specified period to the Client along with the following accessories: 1 unique storage box, 1 charging cable. Additional accessories may be added.

The services and devices are listed with description, pictures and related fees and payment conditions in the webshop and in the Booking agreement. The use of the service is based on these service descriptions.

These terms and conditions aim to state responsibilities between Provider and Client related to the service. The Provider, Thinkspace Technologies Ltd., remains responsible for the operation and functionality of the devices and services.

4) General terms

The Client must be 18 years or older at the time of booking.

By booking with us you are agreeing to the terms outlined in this document.

By submitting an enquiry you agree to let us send marketing materials/provide sales follow up. You can opt out at any time.

Once a reservation fee payment has been made and email confirmation sent, this shall be considered a binding contract.

Changes to requirements (including but not limited to) hire start/end times may result in additional charges. Please ensure you communicate these accurately at the point of booking.

If booking on behalf of a client, please ensure you have accurate information. If you are booking on behalf of a client, our contract is with you.

All changes to event details must be sent via email.

Custom requests/ requests for specific themes must be made at the point of booking.

By confirming any booking via email or on the website it will be deemed that you have read, understood and agree to be bound by these terms and conditions.

Occasionally emails can end up in spam/junk folders: it is your responsibility to ensure you check these.

You are responsible for ensuring your chosen venue is suitable and made aware of the requested service.

You assume all responsibility for the legal use of recorded sounds/videos.

These GTCs are effective from August 16, 2024, and remain in effect until revoked. Historic versions can be obtained from Provider.

The User, by entering the webshop or reading its content in any format – even if they are not a registered user of the webshop, acknowledges the contents of the GTCs and the Privacy Policy as binding.

The Provider reserves all rights regarding the webshop and the service provided.

For matters not regulated in this agreement, the Parties primarily seek to reach an agreement. In case of a legal dispute, the jurisdiction of the court where the Provider's headquarter is established.

5) Booking and Purchasing on the Website

By purchasing/booking/registering on the website, the User and Client declares that they have read and accept the terms of the GTC and the Privacy Policy published on the website, and consent to the data processing. Successful registration establishes a delivery framework agreement between the Parties according to these GTCs.

The User must provide their own, real data during purchase/booking/registration. The Provider excludes liability if the User uses its services in another person's name or with another person's data.

The Provider is not liable for any delivery delay, or other problems or errors attributable to incorrectly and/or inaccurately provided data by the User.

The User can register and place an order to the service on the website by opening the Booking interface (<https://reservation.memoringphone.com/>) and following the instructions given.

Shipping details can be provided by the User after booking by logging into their Memoring profile and selecting the relevant booking under the My Bookings menu.

The User can choose the payment method during the process.

If the User provides incorrect information and thus creates an order, they are obliged to immediately notify Customer Service by email at "info@memoringphone.com" or by phone at +36 1 444 5222 to correct the information immediately. Our phone customer service is available from Monday to Saturday, between 10 am and 6 pm.

Order confirmation is sent to the email address provided by the User within 24 hours of placing the order.

6) Delivery and Payment Terms, Fulfillment

The Service Fee depends from the

- a) **place of the event,**
- b) **type of the device,**
- c) **schedule start and end date,**
- d) **planned maximum number of participants.**

If any of the above changes, the Service Fee will change. If a change in the Service Fee becomes necessary during or after the event, the Service Provider is entitled to deduct the excess and the penalty fee from the Deposit according to the conditions set out in the Price Table on the website and in the Order.

The Service Fee consist of the following parts::

- I. Advance, which is due at the time of Booking,
- II. Remaining Amount, which is due latest at the time near the service first date,
- III. Deposit, which is withheld until the service ends.

The Service Fee and conditions are available on the website, together with the service description and are accepted during the Booking process.

The service is realized according to the following payment schedule:

- I. The Client pays the amount of the Advance online after accepting this agreement, thereby reserving the device for the rental period. The Client receives an advance invoice after the amount is received.

- II. The Client pays the Remaining Amount and the Deposit online at least 2 weeks before the first day of the service. The Client receives a notification and a final invoice for the payment of the Remaining Amount.

- III. Upon completion of the service and after returning the device, the Service Provider returns the Deposit to the Customer. The Service Provider is entitled to deduct from the Deposit:
 - a) the repair fee - if the device is not of the same quality as when it was handed over,
 - b) the Service Fee modification surplus - if the parameters of the service have changed (location, period, number of participants),
 - c) the penalty - if the parameters of the service have changed significantly during use, according to the conditions contained in the Price Table on the website and the Order.
 - d) Withhold the deposit - if the device is not returned to the Service Provider on the first business day following the event due to the fault of the client.

The client acknowledges and accepts this agreement by booking the service. In the event that the client does not pay the advance fee, their booking is categorized as a "booking intention." This designation indicates that the booking is recorded in our system, and the client has the option to pay the advance fee at a later time by logging into their Memoring account. However, a booking without payment, classified as a "booking intention," does not

guarantee the availability of the selected device or any device on the day of the event and there is no price assurance for either portion of the service fee.

The Booking is considered successful when the full amount of the Advance is received in the Provider's bank account and the Client receives an invoice for it. If the Client books within 2 weeks before the event, the full Service Fee must be paid instead of the Advance.

If the client pays the advance fee, the provider does not assure the same price for the remaining service fee as initially stated. If prices alter before the client pays the remainder, the client will be charged the prevailing price.

If the client cancels the Booking more than 2 weeks before the first day of the event, the Provider will refund 95% of the total amount paid so far, deducting a 5% handling fee, via transfer.

By booking a device, a client is entitled to 48 hours of active device usage.

The Client can pay with online credit card payment. Online credit card payments are processed through the Stripe system. The merchant does not receive the credit card details.

During the Booking process providing Delivery and Return details is mandatory. This should be given in the Client's Memoring profile after the payment of the advance.

The package will be delivered to the Client by courier service. Personal pickup is not possible by default. For individual requests, please contact our customer service.

The Client is guaranteed to receive the package one business day before the event and is required to return it to the courier service on the first business day following the event.

For deliveries within Hungary, Romania, Germany, France, and Italy.

Third-party "service delivery partners" may be involved in any stage of service provision. The Provider is obliged to enforce the provisions of these terms and conditions even in the case of involving a third party.

Through our automated billing system, the invoice is automatically sent to the User's provided email address following the fulfillment of the payment obligation.

7) Cancellations and changes to a Booking

If the client cancels the Booking more than 2 weeks before the first day of the event, the Provider is entitled to deduct a handling fee of the total paid amount so far.

If the Client cancels the Booking within 2 weeks before the start of the event, the entire Rental Fee paid is owed to the Provider. However, the Provider will refund the deposit to the Client .

Cancellation and change requests should be sent to Customer Service by email at "info@memoringphone.com" in writing. If the change significantly modifies the service attributes then a new Order will be created.

If a force majeure situation legally or physically prevents the Booking from occurring, the Provider will refund the entire amount paid to the Client. A situation caused by the decision-making authority of the Parties or their environment is not considered force majeure.

8) Quality

The Client can make a claim against the service in case of faulty performance.

The Client is obliged to communicate the defect immediately after its discovery, but no later than one business day from the discovery of the defect.

A service is defective if it does not meet the quality described in the service description on the website and in the Booking. The Client must prove the defect of the product.

The Provider examines all quality complaints and, to the best of its ability, corrects the indicated problem. In the event of a justified objection, the costs shall be borne by the Provider. The Provider responds to the complaint in writing within 15 days.

The Provider takes a photo of the devices connected to the service before sending them out and after their return and thoroughly tests them.

If the device arrives flawlessly, the Deposit will be returned within 15 days.

If the Provider finds an error during the inspection, it will notify the Client. Up to the extent of the repair of the revealed defect, Provider will charge a repair cost, for which we will issue an invoice and deduct it from the amount of the Deposit. During this procedure, the Provider and the Client are in constant consultation.

If the device related to the service is not returned by the Provider at all (lost, stolen), the entire amount of the Deposit will be deducted and the Provider will create an invoice for any value above this.

9) Provider's Responsibility

The Provider guarantees that the device included in the service is operational and suitable for use.

The Provider guarantees to deliver the device and its accessories to the Client via courier service at least two business days before the event.

The Provider will provide the device's user manual and instruction board simultaneously, detailing its operation for proper functioning and quality.

The Provider commits to rectify any malfunction reported by the Client upon receiving the device if possible, and provide a replacement device. Replacement on the day of the event is not guaranteed.

The Provider is obligated to inspect the condition of the device upon its return. If any unnoticed or unreported damage is found, the Provider must inform the Client in writing.

The Provider commits to sending the video and audio material created with the device to the Client within 4 weeks after the event, due to quality check of the materials.

The Provider is not responsible for the quantity and content of the delivered photo, audio and video materials. The video messages can only be modified for quality improvement, and their content is delivered in its original form.

The Provider is also not responsible for the quality or loss of the videos and photos if the device is destroyed, lost, rendered unusable, or significantly damaged.

10) Client's Responsibility

After receiving the package, the Client is required to test the device and ensure its proper operation. From this point, the Client is responsible for the condition of the device. The Client must immediately inform the Provider of any malfunction of the device.

The Client is responsible for the condition of the device and its accessories for the entire duration of the service.

The Client agrees to read the User Manual and operate the device as intended, with due care expected from them. The Client is liable for any damage resulting from improper or contractual non-compliant use, as well as for damages occurring during proper use due to accidental events (e.g., falls, spills). If the Client notices any malfunction during operation, they are obliged to immediately cease using the device and simultaneously inform the Provider.

Upon booking period expiry, the Client must return the device in working, original condition, in its box with accessories, to the Provider. Otherwise, the cost of damages will be deducted from the deposit.

If the device is destroyed, lost, rendered unusable, or significantly damaged aesthetically due to the Client's fault, the Provider is not obliged to refund the Deposit.

Without the Provider's written permission, the Client may not sublease the device to a third party. The device must be used in the place(s) named during the Booking. Its use in locations other than this is only possible with the written consent of the Provider.

If the Client returns the device more than one business day after the end of the lease, the Provider is entitled to withhold the deposit until the device is returned.

11) Data Processing

Provisions regarding the processing of personal data generated during the course of this lease agreement and related service provision are found in the Privacy Policy, which forms Appendix No. 1 of the agreement.

During the use of the Memoring device at events, the Client qualifies as the Data Controller for the messages recorded there. Thus, the Client must provide information to the subjects regarding data processing. This is facilitated by the sample Privacy Policy available under the Documents section upon logging into the interface, referred to as Appendix No. 2. Placing this policy in a visible location near the device at the event venue fulfills the obligation to inform. However, the Client may also provide this information in other ways (e.g., verbal announcement, other forms of information) and can modify the sample as they see fit.

Appendix No 1 - Privacy Policy

Preamble

The operation of the website and the devices is executed by an external entity, namely Thinkspace Technologies Limited Liability Company (referred to as "EventJinny"), acting as a third-party partner. Pertaining to the Memoring service, the Privacy Policy issued by the aforementioned company shall be applicable.

For the purpose of providing the Memoring service, KOPINFO Kft (referred to as Memoring) is authorized to access all data listed below, collected by Thinkspace Technologies.

During the Memoring Service, the photos and videos taken with the device are analyzed and processed by Memoring for quality improvement purposes before sharing with the consumer. Upon custom requests, the photos and videos will be edited.

1) General

Purpose of this privacy policy

This privacy policy sets out how Memoring uses and protects any information that you give to us when you use this website.

We are committed to protecting your personal data, using it responsibly and ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy policy.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

Data controller

Thinkspace Technologies Ltd as EventJinny is the data controller and responsible for your personal data (collectively referred to as EventJinny “we”, “us” or “our” in this privacy policy).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the privacy manager using the details set out below.

Contact details

If you have any questions about this privacy policy or our privacy practices, please contact our data privacy manager:

Full name of legal entity: Thinkspace Technologies Limited Liability Company

Abbreviated name: TST Ltd.

Postal address: RH19 2EN East Grinstead Office 5 The Round House, Dormans Park Road

Telephone number: +36 1 444 5222

Email address: info@eventjinny.com

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 www.ico.org.uk. We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

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 25th January 2024. Historic versions can be obtained by contacting us.

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 your relationship with us.

Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2) The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- a. Identity data: Your name and address, and the name and addresses of the organisation booking any services through the website (if different).
- b. Contact Data: Your billing address, delivery address, email address and telephone number.
- c. Transaction Data: Details about payments to and from you and other details of products and services you have purchased from us.
- d. Profile Data: Your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- e. Usage Data: Information about how you use our website, products and services.
- f. Marketing and Communications Data: Your preferences in receiving marketing from us and our third parties and your communication preferences.

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.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

3) How is your personal data collected?

We use different methods to collect data from and about you including through:

- a) Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- apply for our products or services;
- create an account on our website;
- subscribe to our service or publications;
- request marketing to be sent to you;
- enter a competition, promotion or survey;
- or give us feedback or contact us.

b) Automated technologies or interactions. As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.

c) Third parties or publicly available sources. We will receive personal data about you from various third parties and public sources as set out below:

- Technical Data from the following parties:
 - analytics providers such as Google and Mixpanel both based outside the EU;
 - advertising networks such as Google based outside the EU; and
 - social media platforms such as Facebook and communications/search networks such as Google/Gmail via which you may elect to login automatically to the Platform (who may be based outside the EU); and
 - search information providers such as Google based outside of the EU, and Bing based outside of the EU.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as our payment process provider Stripe, who may be based outside the EU.

4) How we use your personal data

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Our own internal record keeping.
- We will need to pass on certain information such as your name and email address to our Partners in service delivery in order that they can provide the service related devices.
- We may use your information for the purposes of providing you with our services and customer care.
- We may need to disclose your information to public authorities, if requested by them or required by law.
- We may use the information to improve our services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided. You may choose to unsubscribe from receiving this information at any time by following the instructions on the emails sent to you.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will obtain your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Purpose for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)

To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)

Marketing

We provide you with choices regarding certain personal data uses, particularly around marketing and advertising. You should contact our data privacy manager if you want to know how we are using your personal data and if you withdraw consent for us to do so.

Financial Data

We do not store any personal credit or debit card details. Any debit or credit card transactions are carried out by reputable third parties (our payment process providers) and only they will hold your details.

We will store company account and financial details (name, account number, sort code, VAT number, company registration number) for members where required so that we can send funds to you without delay.

Where financial data is processed it is only done so for the purpose of processing your booking.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and you have opted-in to receive that marketing.

Third-party marketing

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

Opting-out

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you, or by contacting us at info@eventjinny.com.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product or service purchase or other transactions.

Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. The file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website or making bookings.

If you would like to know more information on managing cookies in your browser including how to opt out of receiving cookies, please visit www.aboutcookies.org or www.allaboutcookies.org.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you want us to explain as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5 Disclosures of your personal data

We may share your personal data with the parties set out below for the purposes set out in the table “Purposes for which we will use your personal data” above.

- External Third Parties as set out in the Glossary.
- Specific third parties listed in the table “Purposes for which we will use your personal data” above.
- 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.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6) International transfers

We do not transfer your personal data outside the European Economic Area (EEA).

7) Data security

We are committed to ensuring that your information is secure.

In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

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

8) Data retention

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

Details of retention periods for different aspects of your personal data are set out in the table “Purposes for which we will use your personal data” above.

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.

9) Your legal rights

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

If you wish to exercise any of the rights set out above, please contact our data privacy manager and make a Subject Access Request.

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. - 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.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We will respond to all legitimate requests within one month. Occasionally, it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10 Glossary

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.

Service providers acting as processors based in the United, the EU, and USA who provide IT and system administration services.

Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the United Kingdom who provide consultancy, banking, legal, insurance and accounting services.

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

Service delivery partners are used in areas that are reasonable and more beneficial from an economic point of view, thereby ensuring fast service of your order and maximum consideration of local characteristics.