

## **Privacy Policy**

FyfeWeb respects your privacy and believes in being transparent and accountable when it comes to your personal data. In this privacy policy, we have collated a comprehensive, but not exhaustive, list of information we collect, information we do not collect, what we do with the information that is collected, how long we retain collected information, what we do to protect and secure this data, how we may disclose this information and more.

By using or accessing any of FyfeWeb's Websites, Platforms or Services, whether directly or indirectly, amounts to full acceptance of this Privacy Policy, our Terms of Service, Acceptable Use Policy and agreement by the Customer to all matters set out in the Agreement between FyfeWeb and the Customer. This includes the contents of our Legal, Privacy & Trust Centre.

## DEFINITIONS

- (a) "FyfeWeb" means FyfeWeb Ltd (Company Number: 12162548) whose registered head office address is 44 Ashfield Park, Whickham, Newcastle Upon Tyne, United Kingdom, NE16 4SQ.
- (b) "Business Day" or "Working Day" means 9am to 5pm on any day which is not a Saturday, Sunday, Bank Holiday, Public Holiday or Corporation Day in England and Wales.
- (c) Change in the Law" means any amendment in any law, enactment, order, regulation, legislation, directive, code of practice or other similar instrument occurring after the initial date of the Service/Contract which affects FyfeWeb, one of its service providers, partners etc.
- (d) "Applicable Data Protection [Laws/Legislation]" refers to the Data Protection Act 2018 and the UK General Data Protection Regulation (*REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016*).
- (e) Data Controller: A Data Controller is an individual, organisation, or other body, group or entity that determines the purpose and means of Personal Data Processing.
- (f) Data Processor: A Data Processor, who is appointed by a Data Controller, is responsible for processing Personal Data for and/or on behalf of the Data Controller.
- (g) Data subject: The identified or identifiable living individual to whom personal data relates.
- (h) Personal Data: Information which can personally identify an individual (often referred to as "Personally Identifiable Information", "PII" or "Personal Information")
- (i) Web Visitor: An individual who may visit a website hosted, owned and/or operated by the Company
- (j) Service: This refers to the Service provided or operated by the Company, purchased by the Customer
- (k) Account: This refers to any end user and customer Accounts on company operated services or sites.
- (l) "Legal, Privacy [and/&] Trust Centre" means <https://fyfeweb.com/legal>, as updated from time to time.

- (m) “Legal Framework” means collectively all Legal Policies, Agreements or other documentation (whether publicly listed on our website or not) that apply to the Customer or govern usage of and/or access to, a specific product or service. These are provided to or made aware to the Customer prior to or on the Commencement Date and is provided to the customer’s points of contacts directly or are otherwise made available to the Customer from time to time.
- (n) References may be made to or about any individual, including any natural person, corporation or unincorporated entity or company (whether or not having a separate legal personality) and that person’s representatives, successors or permitted assigns. References in this Agreement may also be made to or about an entity, which includes any company, corporation or other corporate body, wherever and however incorporated or established. Unless the context requires a different interpretation: (a) words denoting the singular includes the plural and vice versa; (b) references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement; (c) a reference to a person includes firms, companies, government entities, trusts and partnerships; (d) the term ‘including’, ‘in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding such terms and does not exclude anything not listed; (e) “including” is understood to mean “including without limitation”; (f) reference to any statutory provision includes any and all modifications or amendments of it; (g) a reference to one gender shall include a reference to the other genders; (h) the headings and sub-headings do not form part of this Agreement

## **1.0 – SCOPE**

This Privacy Policy applies to website visitors, customers, employees, consultants, contractors, workers and agents working for or on behalf of the Company. This privacy policy also applies to: any and all Company websites, emails, systems, platforms, applications, Services, tools, APIs, any Company operations (such as customer support, payment processing, Service provisioning etc).

## **2.0 – DATA CONTROLLER**

FyfeWeb Ltd, 44 Ashfield Park, Whickham, Newcastle Upon Tyne, United Kingdom, NE16 4SQ.

## **3.0 – HOW THIS POLICY IS APPLICABLE**

This Privacy Policy describes what we do with information that we collect or are provided for use for our own purposes (where we are a Controller), for purposes such as recruitment, employment, facilitation of customer onboarding, management client and customer accounts (when a new Account is created or when existing Account is updated), to provide you with services and information about how you use and interact with our Sites and Services, including information you submit through web forms on our website(s) or by email.

We host and process user Content for our Customers and Users. Our Customers and Users either conduct matters themselves or they instruct us what to do with their Content, and we follow their instructions. This privacy policy does not describe what we do with Customer Content on our Customer’s instructions - as their Data Processor. If you are an end user of one of our Customers and want to know how they handle your information, you should also check their privacy policy.

#### 4.0 – INFORMATION WE COLLECT

We collect Personal Information regarding our users, visitors, Customers and employees/contractors from a number of sources. The categories of information collected from such sources may include but not limited to:

TYPE	INFORMATION COLLECTED
Identity Information	<ul style="list-style-type: none"> <li>- Forename</li> <li>- Surname</li> <li>- Title</li> <li>- Gender</li> <li>- Date of Birth</li> <li>- User ID</li> <li>- Company Name</li> <li>- Company Information</li> <li>- Contact Information</li> </ul>
Contact Information	<ul style="list-style-type: none"> <li>- Email Address(es)</li> <li>- Phone Number(s)</li> <li>- Billing Address</li> <li>- Postal Address</li> <li>- Registered Company Address</li> </ul>
Marketing Information	<ul style="list-style-type: none"> <li>- Survey Responses &amp; Submissions</li> <li>- Visit, Timestamp &amp; Clicks Information</li> <li>- Email Subscription Preferences</li> <li>- Referral Information</li> </ul>
Technical Information	<ul style="list-style-type: none"> <li>- IP Addresses</li> <li>- User IDs</li> <li>- Telephone Numbers</li> <li>- Call Logs &amp; Recordings</li> <li>- Timestamps</li> <li>- Browser User Agents</li> <li>- Languages</li> <li>- Time Zone &amp; Location</li> <li>- Browser Type &amp; Versions</li> <li>- Operating System</li> </ul>
Financial Information	<ul style="list-style-type: none"> <li>- Full Name</li> <li>- Email Address</li> <li>- Payment History</li> <li>- Transaction &amp; User ID</li> <li>- Payment Information</li> <li>- Payment Type</li> <li>- Country of Origin</li> <li>- Bank</li> </ul>

Employment Information	<ul style="list-style-type: none"> <li>- Forename</li> <li>- Surname</li> <li>- Email Address</li> <li>- Phone Number</li> <li>- Date of Birth</li> <li>- Sex / Gender</li> <li>- National Insurance Number</li> <li>- Government-issued Identification</li> <li>- Proof of Address Information</li> <li>- Emergency Contact / Next of Kin Information</li> <li>- Employment &amp; Education History Information</li> <li>- Declaration of Interests</li> <li>- Job role information</li> <li>- Salary, entitlements &amp; benefits</li> <li>- HR Record (incl. records pertaining to performance, training, disciplinary, wellbeing &amp; health)</li> <li>- Trade union membership information</li> <li>- Criminal records checks, background checks and where necessary, vetting.</li> </ul>
KYC Information	<ul style="list-style-type: none"> <li>- Full Name</li> <li>- Date of Birth</li> <li>- Government Issued Identification</li> <li>- Country of Residence &amp; Birth</li> <li>- Postal Address</li> <li>- Contact Information</li> </ul>

## 5.0 – HOW WE COLLECT INFORMATION

We process Personal Information obtained from various sources. This is done in three different ways:

- The Customer provides it to us (“User-provided Information”)
- We record some of it automatically (“Automatically Collected through Site or Service Usage”)
- We receive some of it from third parties (“Information Collected from Third Parties”)

We’ve described this in more detail below:

### 5.1 – USER-PROVIDED INFORMATION

Before you can use our Services or enter into a contract with us, we ask you for information necessary to create an account or enter into a contact. This includes without limitation: your name, email address, contact telephone number and postal address to register and manage your Account.

We also maintain your marketing preferences and the emails and other communications that are exchanged by or between Company and/or Customer, such as Customer support enquiries.

Sometimes we require you to provide us with information for contractual or legal reasons. For example, we may ask you to select your jurisdiction when you sign up for our Services to determine if, and how much, tax

we need to collect from you or whether you are accessing the Site most local/applicable to your geographic region. We'll normally let you know when information is required, and the consequences of failing to provide it (if there are any). If you do not provide Personal Information when requested, you may not be able to use our Services (as intended) if that information is necessary to provide you with the Service or if we are legally required to collect it.

## 5.2 – AUTOMATICALLY COLLECTED THROUGH SITE OR SERVICE USAGE

(a) When you use our Services or visit our websites, we collect aggregated information about your activity and interactions. This information includes your IP Address(es), your device information (manufacturer and model etc.) and browser type, what pages on our Sites you visit, and for how long as well as identifiers associated with your devices.

(b) If you are an end user of our Customers, we may also obtain information about your interactions with their Sites or Services, though this would be in either anonymous, aggregated or pseudonymised form which does not focus or identify you on an individual basis. We use this information to provide the service, evaluate usage (for capacity management purposes) and to improve and protect our services, systems and network. Some of this information may be collected automatically using cookies and similar technologies when you access or use our systems or Services and our Customer Sites or Services. We let our users control what cookies and similar technologies are used through usage of our Sites and Services - except those we need to use to provide the Site or Services in question properly (such as for performance or security related reasons). Some of this information is similarly collected automatically through your browser or from your device.

## 5.3 – INFORMATION COLLECTED FROM THIRD-PARTIES

From time to time, and under specific circumstances, FyfeWeb may receive information or personal data about you from various third parties and public sources. This may include but not limited to: (a) financial institutions and credit reference agencies; (b) service providers; (c) the Government; (d) any other publicly available source.

## 6.0 – INFORMATION WE DO NOT COLLECT

(a) FyfeWeb does not partake in the collection of complete credit or debit card numbers, CVV numbers (the 3 digits on the back of a card or 4 on front for American Express) nor the Card start or expiry date. This is done securely by our Payment Processor. *See Section 8.0(i).*

(b) The Company does not actively partake in the automatic or bulk collection of age information (date of birth etc.) without a valid legal requirement or legitimate interest to do so. This may include reasons or obligations with respect to legal obligations, legitimate or vital interests, subject access requests, abuse, security, safety or employment.

(c) We only collect age information in certain circumstances, for a short period of time. FyfeWeb does not knowingly collect, process or maintain the information of any individual under the age of sixteen. If the Company uncovers a case where a user is under the age of sixteen, their Service or Account will be subject to suspension pending conformance with age requirements or receipt of parental consent.

(d) We do not knowingly process Special Category Data outside of recruitment or employment processes/related departments. These sub-categories specifically include genetic data, racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, criminal offence data, religious or philosophical beliefs.

## 7.0 – HOW WE USE COLLECTED INFORMATION

We process your information for the above purposes when:

- (a) **Consent:** When you have consented to the processing of your Personal Information in a legal capacity. Once you have Consented, you have the right to freely withdraw it;
- (b) **Performance of a Contract:** We need your Personal Information to provide you with Services and products requested by you, or to respond to your enquiries so we can perform our Contract with you or take steps at your request before entering into a Contract;
- (c) **Legal obligation:** We have a legal obligation to process your Personal Information, such as to comply with applicable tax and other government regulations or to comply with court orders, national security notices or any other legally binding law enforcement requests;
- (d) **Legitimate interests:** We have a legitimate interest in processing your Personal Information to: to improve the quality and availability of the Service, to provide the Service and to analyse and improve the safety and security of our websites, systems, networks and Services - we do this as it is necessary to pursue our legitimate interests in ensuring FyfeWeb is secure, such as by implementing and enhancing security measures and protections and protecting against fraud, spam, abuse and attack;
- (e) **Vital Interests:** To protect the vital interests of data subject(s) or of another natural person

## 7.1 – LAWFUL BASIS

Following the guideline listed above, we have outlined our lawful basis for each process below:

PURPOSE	INFORMATION TYPE	LAWFUL BASIS
Register for access or creation of an Account	Identity Information Contact Information	Consent Performance of a Contract
Providing a Service	Identity Information Technical Information Financial Information	Performance of a Contract Legitimate Interests
Verification of Identity & Sanctions Screening	KYC Information	Legal Obligation Performance of a Contract
Manage and Process General Enquiries	Identity Information Technical Information	Consent Legitimate Interests

Customer Relationship Management	Identity Information Marketing Information Technical Information	Performance of a Contract Legitimate Interests
Technical Support	Identity Information Technical Information	Performance of a Contract
Business Operations, Management & Administration	Identity Information Technical Information	Legitimate Interests Legal Obligation
Promotions, Suggestions & Surveys	Identity Information Marketing Information	Consent Performance of a Contract Legitimate Interests
Employment & Recruitment	KYC Information Identity Information Marketing Information Financial Information Employment Information	Performance of a Contract Legal Obligation Vital Interests Legitimate Interests

#### 7.1.1 – ADDITIONAL LEGAL BASIS

With respect to our Employment & Recruitment processes and the processing of Special Category Data, we also rely on the following lawful bases:

- (a) Article 9(2)(b) which relates to carrying out our obligations and exercising our rights in employment and the safeguarding of your fundamental rights.
- (b) Article 9(2)(c) to protect your vital interests or those of another person where you are incapable of giving your consent.
- (c) Article 9(2)(h) for the purposes of preventative or occupational medicine and assessing your working capacity as an employee (/contractor/agent etc).
- (d) Article 9(2)(f) for the establishment, exercise or defence of legal claims.

## 8.0 – DISCLOSURE OF INFORMATION

Disclosure of any information, irrespective of whether the information is personally-identifiable or not, is always scrutinised and heavily assessed. All information we hold and process is treated in the strictest confidence. We never sell your information. We do not disclose it for any reason other than the purposes listed in this policy. On occasion, your information may be disclosed in the following ways:



(a) Group Companies: We may share limited amounts of information with our sister or subsidiary companies where our Group Companies share infrastructure, systems, staff or technology.

(b) Affiliates: We may share anonymised statistics information with Sales Affiliates, where they have referred you to us.

(c) Customers: We may share or facilitate access to data relating to a Customer's service to them, which relates to the Service they have purchased and use with us.

(d) Third Parties: This refers to third parties where the user has initiated a relationship with a third-party or we have given them an ability to use a third party. (i.e. a customer linking their client area account using a Third-Party Single Sign-on service instead of our primary authentication service).

(e) Business supporting functions: We have to share some information with our outside legal counsel, banks, auditors, accountants and insurers who may require information in order for them to provide Company with banking, legal services, consultancy, insurance and accounting services;

(f) Law Enforcement, Regulators or Public Authorities: From time to time, we could be compelled to disclose information about a Customer or User of FyfeWeb websites and/or services. We only ever disclose information to law enforcement, public authorities, regulators or government departments or agencies in response to being presented with a valid and legally binding court order.

We actively scrutinise and assess all requests we receive, regardless of their scope. FyfeWeb may also receive requests from Foreign Countries. However, foreign requests are limited and can only be issued and processed in two limited ways: Mutual Legal Assistance Treaties (MLAT) & Foreign Data Access Arrangements (which have been enacted into law of England & Wales).

However, if our team have a genuine, good faith belief that upon receipt of a request there is a significant or imminent risk of serious injury and/or death, we reserve the right to assist an authority (on a provisional basis), provided that they provide us with binding assurances that we will be issued a legally-binding court order to produce information.

(g) Partners: We may share limited information with our partners for purposes which may include but is not limited to: Service Information, Resource Consumption, Company Performance, Wholesale Services etc.

(h) Business transfers: In the event that we're involved in a reorganisation, merger, acquisition or sale of some or all our assets, your Personal Information may be transferred as part of that deal. We will ensure that you are notified, in full, before any transfer of data occurs, and that any data transferred, is done in accordance with applicable laws and that there are binding assurances that all Parties agree to respect your Personal Information in a manner that is consistent with our high privacy/security standards & this Privacy Policy.

(i) Service Providers: We may share some information with our service providers, or sub-processors. We only permit service providers to handle your information once we have conducted vetting and are wholly satisfied they take appropriate measures to protect your information. In addition to this, we impose contractual obligations on to such providers with respect to ensuring they have appropriate measures in place to protect your information and that they can only use your information to provide a service to us. Listed below are some providers we use who may process your information and employ sub-processors of their own depending how you interact with Us, Our Websites and Services:

SUB-PROCESSOR	FUNCTION	ENTITY LOCATION	DATA LOCATION	DATA PROCESSED
Crisp IM SAS	Live Chat Services	European Union	European Union	Contact Information Technical Information
Namecheap, Inc.	Domain Name Services	United States	United States	Identity Information Contact Information
Adobe Systems Software Ireland Ltd	Document and E-Signatures Services	European Union	European Union	Identity Information Contact Information Technical Information
Stripe Payments Europe Ltd	Payment Processor	European Union	European Union	Identity Information Financial Information Technical Information
PayPal UK Ltd	Payment Processor	United Kingdom	European Union	Identity Information Financial Information Technical Information
InStatus, Inc.	External Status Page	United States	Unites States	Contact Information

## 9.0 – YOUR RIGHTS

As a data subject under applicable data protection law, you may have a number of rights. These include:

DATA SUBJECT RIGHTS	DESCRIPTION
Right to be informed	Individuals have the right to know and be informed about what Personal Information is collected, used, shared or sold. <i>(We outline both the categories and specific bits of data we collect, as well as how they are used, in this privacy policy.)</i>
Right of access	Individuals have the right to access and receive a copy of their personal data.
Right to erasure	Individuals have the right to ask that we delete the data we hold about them.

Right to rectification	Individuals have the right to request to have inaccurate personal data rectified, or completed if it is incomplete.
Right to restrict processing	Individuals have the right to request the restriction or suppression of their personal data. <i>(This is not an absolute right and only applies in certain circumstances).</i>
Right to object	Individuals have the right to object to the processing of their personal data in certain circumstances.
Right to data portability	Individuals have the right to obtain a copy of machine-readable information, which can be used for their own purpose on another service.
Rights related to automated decision making (including profiling)	Individuals have the right to object and prevent any decision that could have a legal, or similarly significant, effect on them from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable law, or is based on your explicit consent.

You can also elect not to receive marketing or promotional communications by changing your preferences in our client area or by clicking the subscription management or unsubscribe link within any of our marketing emails you receive. If you are an End User of one of our Customers, you should contact them to exercise your rights with respect to any information they hold about you.

To exercise your rights pursuant to data protection law, please contact our Data Protection Officer:

Email	dpo@fyfeweb.com
Post	Attn: Data Protection Officer FyfeWeb Ltd 44 Ashfield Park Whickham Newcastle upon Tyne NE16 4SQ
Online	<a href="https://portal.fyfeweb.com/submitticket.php?step=2&amp;deptid=10/">https://portal.fyfeweb.com/submitticket.php?step=2&amp;deptid=10/</a>

Please note that if you exercise your right to erasure, for technical reasons, you will lose access to all accounts, systems and services. There is likely to be a delay in deleting your Personal Information from all systems when you ask us to delete it. We will retain some Personal Information (i.e. Payment Records, Tax details) in order to comply with the law, protect our and others' rights, resolve disputes or enforce our legal agreements or policies, to the extent permitted under law.

## 10.0 – WHERE WE STORE & HOW WE PROTECT YOUR INFORMATION

We are committed to providing and maintaining data sovereignty/data residency/data localisation. We know this is important not just for ourselves but that of our customers and partners/suppliers. Currently, all data directly hosted and processed by FyfeWeb for its services is done from within the United Kingdom.

Occasionally, customer interactions with our Sites, Services or Systems may require us to transfer personal data outside of the UK & European Economic Area (EEA). Where possible we will notify you of this, if you are not already aware. In the unlikely event that we were required to send any other form of data to a third country, it will always be done in a secure manner using industry recommended safeguards and mutually signed data processing and transfer agreements. Please see section 8.0(i) for more information.

We have implemented and maintain industry recommended safeguards and have in-place mutually signed data processing and data transfer agreements, to ensure compliance with the law, to protect data and to outline our commitment to data privacy and security.

We have developed a team dedicated to keeping Personal Information safe and secure. We maintain stringent administrative, technical and physical safeguards that are intended to appropriately protect against accidental or unlawful destruction, accidental loss, unauthorised alteration, unauthorised disclosure or access, misuse and any other unlawful form of processing of or access to the Personal Information in our possession. We employ security measures such as using comprehensive firewalls to protect against intruders, building redundancies throughout our network and testing for and protecting against failures and scanning for and working to prevent and remediate vulnerabilities. Furthermore, all equipment and infrastructure are enclosed in secure racks in high-security, Tier III+, ISO-accredited data centres around the United Kingdom.

By providing your Personal Data to FyfeWeb, accessing our websites or services, or undertaking actions which require exportation of data outside of the UK or EEA, you agree to any transfer, storing or processing of data inside and outside the UK or EEA when we have a legitimate reason to do so (i.e. Domain Name Purchases etc).

## 11.0 – INFORMATION RETENTION

We retain Personal Information for the duration of the time we have a Relationship with an individual. A “Relationship” refers to where an individual or entity has either: (a) a registered Account; or (b) active contracts, products or Services, or both. In particular, Customer Accounts (Client Area Accounts etc.) as well as information regarding the individual or entity and their use of the Services is retained for as long as needed to provide the Service or maintain the Relationship, we have with you. We also retain Personal Information for as long as necessary to achieve the purposes described in this Privacy Policy, for example, to comply with our legal obligations, to protect us in the event of disputes, to enforce and uphold our policies and agreements and to protect our interests and the interests of others.

The precise periods and time scales for which we process your Personal Information vary depending on the nature of the information in question, our relationship with you and why we need it. Factors we consider in determining these periods include the minimum required retention period prescribed by law or recommended as best practice, the period during which a claim can be made with respect to an Agreement or other matter, whether the Personal Information has been aggregated or pseudonymised, and other relevant criteria. For example, the period we keep your email address is connected to how long your account is registered, while the period for which we keep a live chat messages is based on how long has passed since the last submission.

Please note that sometimes we may archive some communications in an anonymous manner for training, quality or legal purposes.

We record calls and calls recordings are retained for as long as we have a relationship with the Customer.

Since some Customers may have a seasonal Service or they come back to us after an account becomes inactive, we don't immediately delete their Personal Information if their Services expire, suspend or cancel due to inactivity or lack of payment, this is usually done within twelve to eighteen months from the cancellation or termination of their remaining active services.

If you cancel all Services, we keep your Personal Information for a reasonable period of time, so it will be there for you if you choose to come back. Please note that in the course of providing the Service, we collect and maintain aggregated, anonymised or de-personalised information which we reserve the right to retain indefinitely.

## **12.0 – END USER, RESELLER OR WHOLESALE CUSTOMER & USER INFORMATION**

(a) Customers who use FyfeWeb Systems and Services to resell our services or collect Personal Information are responsible for what they do with the information they collect, whether it's directly or indirectly through FyfeWeb, about their service users is legally known as 'mere conduit'. This section is directed to such Customers. If you're one of our Customers who offers services of your own, you will collect Personal Information about those end users. For example, you may ask your end users to provide their name, address, email address and payment information so that you can provide them a Service. You may also use cookies and similar technologies to analyse usage and other trends on your websites etc.

(b) You're solely responsible for complying with any laws and regulations that apply to your collection and use of your end users' information, including Personal Information you collect about them from us or using FyfeWeb's functionality or cookies or similar technologies, and you agree to indemnify and hold FyfeWeb harmless from any liability or responsibility for any claims arising from your collection, usage or disclosure of Personal Information which may have took place on our services, sites or platforms.

(c) We are not liable for the relationship with your end users or web visitors or how you collect and use Personal Information about them (even if you collect it from us or using our system's functionality or cookies or similar technologies) and we won't provide you with any legal advice regarding such matters. (b) End user payment information: Your End users' payment information may be processed via third party eCommerce Payment Processor which you integrate your account, site or service, in accordance with such eCommerce Payment Processors' terms and policies. We don't knowingly collect or store your End Users' payment information, nor do we knowingly collect and retain Personal Information about them either.

## **13.0 – COOKIES**

To perfect and maintain your online experience whilst using our Sites and Services, FyfeWeb may use "Cookies", similar technologies and other Services to evaluate whether you are logged in, are a returning visitor and to store any preference changes you make on your computer.

A cookie is a string of information that a website stores on a visitor's device, and that the visitor's browser provides to the website each time the visitor returns. FyfeWeb may use cookies to help us identify and track visitors, their usage of our websites, and their website access preferences. FyfeWeb visitors who do not wish

to have cookies placed on their computers should set their browsers to refuse cookies before using our websites, with the drawback that certain features of our websites may not function properly without the aid of cookies.

We do not and will not serve or personalise adverts for our Customers or users at any time in the future.

Cookies that we operate are primarily strictly necessary, as they pertain to the fundamental operation of our Sites except for circumstances where we may have implemented analytics. You hereby acknowledge and agree to FyfeWeb's use of strictly necessary cookies.

#### **14.0 – DATA PROTECTION & PRIVACY COMPLAINTS**

For all Data Protection or Information Governance complaints, please in the first instance contact our Data Protection Officer directly using the contact information below:

Email	dpo@fyfeweb.com
Post	Attn: Data Protection Officer FyfeWeb Ltd 44 Ashfield Park Whickham Newcastle upon Tyne NE16 4SQ
Phone	0330 229 1659

If you have been in touch with us and given us a chance to respond and address your concerns, or otherwise we do not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the Information Commissioners Office on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.

#### **15.0 – CHANGES TO THIS POLICY**

We are under no obligation, but we do endeavour, to provide notice to our Customers within seven (7) days prior to new terms taking effect.

**PUBLIC DOCUMENT CONTROL**

<b>DOCUMENT TITLE:</b>	PRIVACY POLICY
<b>DOCUMENT CLASSIFICATION:</b>	NOT PROTECTIVELY MARKED
<b>DOCUMENT OWNER</b>	LEGAL & COMPLIANCE DIRECTORATE
<b>DOCUMENT VERSION:</b>	3.4
<b>CREATION DATE:</b>	2017-10-01
<b>LAST REVISION:</b>	2025-06-16
<b>REVIEW DATE:</b>	2026-08-02