

# Red Circle Digital Limited

## Privacy Policy and Cookie Policy for Website

25<sup>th</sup> May 2018

### 1. Introduction

This Privacy Policy (together with our terms of use and any other documents referred to in it) describes the type of information that we collect from our customers (“you/your”) through the use of our services (“Services”), or the use of our website and platform [www.redcircledigital.co.uk](http://www.redcircledigital.co.uk) (“Site”), how that information may be used or disclosed by us and the safeguards we use to protect it.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By using or accessing our Site or the Services, you agree to the collection, use and disclosure of information in accordance with this Privacy Policy

Our Site and Services may contain links to third party websites that are not covered by this Privacy Policy. We therefore ask you to review the privacy statements of other websites and applications to understand their information practices.

This Privacy Policy was last updated on [25<sup>th</sup> May 2018 ] to add new provisions to the policy applicable regarding GDPR. Please check back regularly to keep informed of updates to this Privacy Policy.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of our Privacy Policy is deemed to occur upon your first use of our Site. If you do not accept and agree with this Privacy Policy, you must stop using our Site immediately.

If you have any comments on this privacy policy, please email them to [contact@redcircledigital.co.uk](mailto:contact@redcircledigital.co.uk)

### 2. Who We Are

Here are the details that the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, known as General Data Protection Regulation (**GDPR**) says we have to give you as a 'data controller':



- Our site address is **www.redcircledigital.co.uk**
- Our company name is **Red Circle Digital Limited**
- Our registered address is **208 Ferme Park Road, London, N8 9 BN**
- Our nominated representative is **Ben Cohen** and they can be contacted at **ben@redcircledigital.co.uk**

We may from time to time use data processors, who are not employees, agents or otherwise connected with us, with whom we have an agreement to process your data.

### 3.What we may collect

We may collect and process the following data about you:

- Information you put into forms or surveys on our Site at any time
- A record of any correspondence between us (by phone, email or otherwise)
- Details of transactions you carry out through our Site
- When you use our Services
- Details of your visits to our site and the resources you use
- To record any technical problems reported by you regarding our Site
- Information about your computer (e.g. your IP address, browser, operating system, etc.) for system administration and to report aggregate information to our advertisers.

Under GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:

- a) you have given consent to the processing of your personal data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which we are subject;
- d) processing is necessary to protect the vital interests of you or of another natural person;
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or
- f) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party such as our credit card payment processing, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.



## 4.Cookies

All Cookies used by and on our Site are used in accordance with current English and EU Cookie Law.

The Site uses cookies or similar technology to collect information about your access to the Site. Cookies are pieces of information that include a unique reference code that a website transfers to your device to store and sometimes track information about you.

A few of the cookies we use last only for the duration of your web session and expire when you close your browser. Other cookies are used to remember you when you return to the Site and will last for longer.

### **All cookies used on our site are set by us.**

Most computer and some mobile web browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can prevent the setting of cookies by adjusting the settings on your browser. Please note however, that by blocking or deleting cookies you may not be able to take full advantage of the Site.

### **Our cookies will be used for:**

#### Essential session management

- creating a specific log-in session for a user of the Site in order that the site remembers that a user is logged in and that their page requests are delivered in an effective, secure and consistent manner;
- recognising when a user of the Site has visited before allowing us to identify the number of unique users we receive to the site and make sure we have enough capacity for the number of users that we get;
- recognising if a visitor to the Site is registered with us in any way;
- we may also log information from your computer including the existence of cookies, your IP address and information about your browser program in order to allow us to diagnose problems, administer and track your usage of our Site.

#### Functionality

- customising elements of the promotional layout and/or content of the pages of the Site.

#### Performance and measurement

- collecting statistical information about how our users use the Site so that we can improve the Site and learn which parts are most popular to users.]

## 5. How we use what we collect

We use information about you to:

- Present Site content effectively to you.
- Provide information on and allow you to use, products and services that you request, or (with your consent) those services which we think may interest you to personalise your experience.
- Allow us to better our service to you by responding to your customer service requests.
- Take steps at the request of you prior to entering into a contract or to carry out our contractual obligations and provide you with the products and Services under the terms of our contractual arrangement with you.
- Allow you to use our interactive services if you want to.
- Tell you our charges.
- Tell you about changes to our service.
- We will contact you electronically about similar products and services to those previously sold to you.
- With your prior consent, tell you about other services that might interest you.

If you do want to be contacted for marketing purposes, please tick the relevant box that you will find on screen when we collect your data.

Please note: We don't identify individuals to our advertisers, but we do give them aggregate information to help them reach their target audience, and we may use information we have collected to display advertisements to that audience.

In addition, if you don't want us to use your personal data for any of the other reasons set out in this section 5, you can let us know at any time by contacting us at [Email Address], and we will delete your data from our systems. However, you acknowledge this will limit our ability to provide the best possible products and services to you and we may not be able to fulfil our contract with you. Notwithstanding this, in some cases, the collection of personal data may be a statutory or contractual requirement.

In addition to the basis upon how we will use your information, we will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- (a) Where we need to perform the contract we are about to enter into or have entered into with you;
- (b) 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; or
- (c) Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to our marketing communications or sending third party direct marketing communications to you via email or text message.

As already indicated above, with your permission and/or where permitted by law, we may also use your data for marketing purposes which may lead to us contacting you by email and/or telephone with information, news and offers on our Services. We agree that we will not do anything that we have not agreed to under this



Privacy Policy, and we will not send you any unsolicited marketing or spam. We will take all reasonable steps to ensure that we fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended in 2004, 2011 and 2015.

## 6. Where we store your data

We may transfer your collected data to storage outside the European Economic Area (EEA) in connection with the above purposes. It may be processed outside the EEA to fulfil your order and deal with payment.

If we do store or transfer data outside the EEA, we will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the EEA and under the GDPR. Such steps may include, but shall not be limited to, the use of legally binding contractual terms between us and any third parties we engage with and the use of the EU-approved Model Contractual Arrangements. Your acceptance of this Privacy Policy shall be your consent permitting us to store or transfer data outside the EEA if it is necessary for us to do so.

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 the Europe and the US. For further details, see the [European Commission: EU-US Privacy Shield](#).

Data security is of great importance to us, and to protect your data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected through our Site. By giving us your personal data, you agree to this arrangement and we will do what we reasonably can to keep your data secure. 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 implemented security measures such as a firewall to protect any data and maintain a high level of security.

Payment will be encrypted. If we give you a password, you must keep it confidential. Please don't share it. Although we try to provide protection, we cannot guarantee complete security for your data, and you take the risk that any sending of that data turns out to be not secure despite our efforts.

We only keep your personal data for as long as we need to in order to use it as described above in section 5, and/or for as long as we have your permission to keep it. In any event, we will conduct an annual review to ascertain whether we need to keep your personal data. Your personal data will be deleted if we no longer need it.

Notwithstanding the security measures that we take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to us data via the internet and you take the risk that any sending of that data turns out to be not secure despite our efforts.

## 7. Data Retention

We will not collect more personal data than we need for the purposes set out in Section 5 or for longer than necessary. We regularly review our data retention obligations to ensure we do not keep personal data for longer than we are legally obliged to and for any period longer than required to carry out the purposes set out in Paragraph 5.

## 8. Disclosing your information

We are allowed to disclose your information in the following cases:

- If we want to sell our business, or our company, we can disclose it to the potential buyer;
- If we want to sell or buy any business, or assets, we can disclose your personal data to the potential buyer or seller of such business or assets;
- We can disclose it to other businesses in our group, which means our subsidiaries, our ultimate holding company and its subsidiary as defined in Section 1159 of the UK Companies Act 2006;
- We can disclose it if we have a legal obligation to do so, or in order to protect other people's property, safety or rights;
- In order to establish or defend our legal rights; and
- We can exchange information with others to protect against fraud or credit risks.

We may contract with third parties to supply services to you on our behalf. These may include payment processing, search engine facilities, advertising and marketing. In some cases, the third parties may require access to some or all of your data. These are the third parties that have access to your information (this list is not exhaustive and is subject to change):

**Instiller, Inbox Warriors, Capsule CRM,, Google Documents and Freeagent.**

Where any of your data is required for such a purpose, we will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, our obligations, and the obligations of the third party under GDPR and the law.

## 9. Your rights

As stated above, you can ask us not to use your data for marketing. You can do this by ticking the relevant boxes on our forms, or by contacting us at any time at [contact@redcircledigital.co.uk](mailto:contact@redcircledigital.co.uk)

Under the GDPR, you have the right to:

- request access to, deletion of or correction of, your personal data held by us at no cost to you;
- request that your personal data be transferred to another person (data portability);
- be informed of what data processing is taking place;
- restrict processing;
- to object to processing of your personal data; and
- complain to a supervisory authority.



You also have rights with respect to automated decision-making and profiling as set out in section 12 below.

To enforce any of the foregoing rights or if you have any other questions about our Site or this Privacy Policy, please contact us at [contact@redcircledigital.co.uk](mailto:contact@redcircledigital.co.uk).

## 10. Links to other sites

Please note that our terms and conditions and our policies will not apply to other websites that you get to via a link from our Site. We have no control over how your data is collected, stored or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

## 11. Changes

If we change our Privacy Policy, we will post the changes on this page. If we decide to, we may also email you.

## 12. Automated Decision-Making and Profiling

In the event that we use personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on you, you have the right to challenge to such decisions under GDPR, requesting human intervention, expressing their own point of view, and obtaining an explanation of the decision from us.

The right described in this Section 12 does not apply in the following circumstances:

- a) the decision is necessary for the entry into, or performance of, a contract between the you and us;
- b) the decision is authorised by law; or
- c) you have given you explicit consent.

Where we use your personal data for profiling purposes, the following shall apply:

- a) Clear information explaining the profiling will be provided, including its significance and the likely consequences;
- b) Appropriate mathematical or statistical procedures will be used;
- c) Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and
- d) All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling.



### 13. Dispute Resolution

The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Privacy Policy or any breach of it.

If any such dispute cannot be settled amicably through ordinary negotiations between the parties, or either or both is or are unwilling to engage in this process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

If the parties are unable to agree upon a mediator, or if the mediator agreed upon is unable or unwilling to act and an alternative mediator cannot be agreed, any party may within 14 days of the date of knowledge of either event apply to LawBite to appoint a mediator under the LawBite Mediation Procedure.

Within 14 days of the appointment of the mediator (either by mutual agreement of the parties or by LawBite in accordance with their mediation procedure), the parties will meet with the mediator to agree the procedure to be adopted for the mediation, unless otherwise agreed between the parties and the mediator.

All negotiations connected with the relevant dispute(s) will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

If the parties agree on a resolution of the dispute at mediation, the agreement shall be reduced to writing and, once signed by the duly authorised representatives of both parties, shall be final and binding on them.

If the parties fail to resolve the dispute(s) within 60 days (or such longer term as may be agreed between the parties) of the mediator being appointed, or if either party withdraws from the mediation procedure, then either party may exercise any right to seek a remedy through arbitration by an arbitrator to be appointed by LawBite under the Rules of the LawBite Arbitration Scheme.

Any dispute shall not affect the parties' ongoing obligations under this Privacy Policy.