

# Welcome to Our Privacy Policy

This privacy notice tells you about the information we collect from you when you use our website. It was recently reviewed in accordance with the EU General Data Protection Regulation (GDPR) which will come into effect on the 25th May 2018.

When you use our services, you're trusting us with your personal information. This Privacy Policy will help you understand:

- what data we're collecting
- how we collect it

knowledge about fitness

alike, honing his training systems to provide optimum results in the Ben has worked with major sporting brands such as Nike, Reebok, Ascis, Addidas and

quickest time possible.

Underarmour. But to see what he can do for

- why we need it
- what we do with it

Your privacy is of the utmost importance to us. We respect the right to privacy of all users and are

fully committed to protecting that right.

This is important so we'd advise you to read this Privacy Policy carefully alongside our [Terms and](#)

## Conditions.

SunGrind Fitness(owned by SunGrind Fitness) is the data controller and we are responsible for your

personal data (referred to as “we”, “us” or “our” in this privacy notice).

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### **What information are we collecting about you?**

When users visit and interact with our site, we collect both personal data and non-personal data.

Personal data is typically recorded when users apply for a course or purchase a product. More detailed personal information may be recorded through participation by users in surveys, promotions, offers, queries and requests for information.

Non-personal data is information that is not connected with identity, and routinely gathered through the tracking of statistics and analysis of the traffic to our site and interest shown while visiting our site.

Like most companies, we also use cookies to hold data about you which helps your experience as you use the website.

First of all we're collecting personal data which is information that identifies you as an individual. This can include all or some of the following, such as:

- First name
- Last name
- Email address
- Profile picture
- Country of residence
- Gender
- Age group

When you take part in one of our promotions, competitions, draws, sign up for a webinar, event or get downloadable free materials related to our courses, we ask for:

- First name
- Email address

When you sign up for a course for the first time, we ask for details such as:

- First Name
- Last Name
- Email address
- Country
- Age Group

If you sign up with the Facebook groups appended to your course then we can access your:

- First name

- Last name
  
- Profile picture

When you complete a course and request any hard copy documents:

- Full address

### **How do we collect this information?**

There are various ways we can get this information:

- **Communication Data:** This includes any information you send to us, such as through the contact form on our website, email, text, social media messaging, social media posting or any other communication that you send us. We use this information so we can communicate with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
  
- **Customer Data:** This includes data relating to any purchases of courses or related services. This information could be your name, title, email address, and purchase details. We process this data to supply the courses, course material and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract. Once you have completed the course, we may need your

billing address or delivery

address to send your certificates to you. We do not keep your bank card details as this is collected by a secure payment gateway, either Paypal or Stripe.

- **User Data:** This includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- **Technical Data:** This includes data about your use of our website and online services such as your IP address, your username, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business, and to grow our business and to decide our marketing strategy.

- **Marketing Data:** This includes data about your preferences in receiving marketing from us and your communication preferences. We process this data to enable you to take part in our promotions such as competitions, prize draws and free giveaways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.
- **Cookies:** We may automatically collect certain data from you as you use our website by using cookies and similar technologies.
- **Third Parties:** We may receive data from third parties such as search information providers and analytics providers like Google based outside the EU, social media campaigns like Facebook based outside the EU, or providers of technical, payment and delivery services, like data brokers or aggregators. For example, if you elect to connect your social media account to your website account, certain personal information from your social media account will be shared with us, which may include personal information that is part of your profile or your friends' profiles.

### **Why do we want this information?**

Any information collected by us is used for the sole purpose of delivering and improving our services, products, and overall student experience. It helps us to tailor our service to suit you.



We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

We do not collect any Sensitive Data about you. Sensitive data refers to data that 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. We do not collect any information about criminal convictions and offences.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver courses or other services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at [info@sungrindfitness.com](mailto:info@sungrindfitness.com) In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

### **How do we use your personal information?**

We use this data so we can send you useful information, such as:

- to complete your purchase by being able to process your payments, have your course or other purchase delivered to you, get in touch with you regarding your purchase and to provide you with related customer service

- if you are studying or have taken one of our online courses, we can send you details of our other products and services which we think will interest you
- to manage your account that you hold with us
- to allow you to use the full range of features on our website including access to your Virtual Campus
- to send you emails with updates and announcements concerning our courses, promotions and any other news to keep you informed about our services
- to get back in touch with you if we have not heard from you in a while
- to send you advertising/promotional material from any of our affiliates, and from our partners

- to personalize your experience by presenting products and offers tailored to your individual needs
- to allow you to take part in competitions or other promotions and to administer these activities. Some of these activities have additional rules, which could contain additional information about how we use and disclose your Personal Information, so it is important that you read the additional rules carefully
- to answer any of your questions, comments or requests such as sending you newsletters when you sign up for our emails
- to keep you up-to-date on any information regarding our services and changes to our terms, conditions, and policies
- to permit you to post comments and share information on our social media pages and blogs. Don't forget that any information you disclose through social media is public information and so will be available to other visitors to our pages. Take care what personal information you want to share which is visible to the wider world
- so that you can take part in social sharing, including live social media feeds

- to help us provide a better service for you by analyzing our customers and their needs. We'll use your data for our business purposes so we can develop new courses and related products, enhance our websites, improve our services, identify user trends, see how successful our promotions are, review customer satisfaction and provide the best customer service possible
- as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain
- we may ask for your feedback in surveys or testimonials to help us provide an even better service for you and for other students to know what people think of our courses. Your name, country, picture and the content of your review (but not your email address or IP address) may be publicly displayed on our website. We will do this based on our legitimate interest in

marketing our products and services. You may ask us to remove your review at any time

### **Do you need to take action to receive information from us?**

If you are based in EU, you will be asked to give us permission to receive our marketing emails:

- Yes please, I'd love to get emails with offers, site updates, company news and new products
- No thanks, I don't want to know about offers, site updates, company news and new products  
If you are not based in EU you will be receiving our emails with offers, site updates, company news and new products with the option to opt out at any time.  
You can withdraw your consent at any time and we will stop sending you the information. You can withdraw the consent by:
- Unsubscribing from the emails (link at the bottom of each email)
- Removing the consent in edit account details inside your student Kajabi personal profile like this

However, you will still be able to receive the following emails or other similar emails even if you haven't given your consent. This is because we believe it is in your legitimate interest as a student of SunGrind Fitness Stafford:

- confirmation email when you register successfully with information on how to access your account
- when you make a purchase, you'll receive an email confirming the sale

- if you've forgotten your password, we'll send an email allowing you to reset it
- if we don't receive a subscription payment, we'll send an email so you can check if there's a problem with the card
- notifications if we have to suspend your account if a payment is not received so you can take action
- alerts that your course is about to expire so you can extend it or complete it before the deadline

If you want to withdraw, even from the emails described above as legitimate consent, you can do so by contacting [info@sungrindfitness.com](mailto:info@sungrindfitness.com). However, you would still receive the following emails:

- Password reset
- Purchase confirmation

### **Is the information safe?**

We recognise the importance of your security when using our site. We take every prudent step to protect all information you divulge

when making a payment to us. We do not collect or store any payment details i.e. credit or debit card details. All payment transactions are securely done through Paypal or Stripe, independent payment gateways.

We keep all your personal data confidential - only employees who need to access your account for the purpose of delivering our service to you, have access to them. We do not sell or pass your personal data to any third parties unless we receive specific consent from you to do this (e.g. when you are requesting a hard copy certificate to be posted to you).

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach in accordance with the rules set in GDPR (General Data Protection Regulation).

We stored all information on our secure servers. When you register, we will ask you to choose a password which enables you to access the online courses and content. You are responsible for keeping this password confidential. We ask you not to share this password with anyone.

### **Will the data be shared with 3rd parties?**

We do not share your personal data with any third party for their marketing purposes. If we partner with a third party whose offer may be of interest to you, we will contact you and ask for your specific consent to communicate further on that partnership.

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services
- Service providers who provide marketing, sales and analytics support

- Professional advisers including lawyers, bankers, auditors and insurers
- Government bodies that require us to report processing activities
- Third parties to whom we sell, transfer, or merge parts of our business or our assets

This website may include links to third-party websites, social media networks, 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 notice of every website you visit.

We keep all your personal data confidential - only employees who need to access your account for the purpose of delivering our service to you, have access to them. We do not sell or pass your personal data to any third parties unless we receive specific consent from you to do this (e.g. when you are requesting a hard copy certificate to be posted to you).

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

### **How long will we store your personal data?**

We will retain your personal data for as long as you have a student account with us. We do not close your account to allow you to access your certificate and/or course materials.

We are also obliged to keep some of your personal data for the purposes of satisfying any legal, tax, accounting, or reporting requirements.



In some circumstances we may use your personal data anonymously for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

### **What rights do you have concerning your personal information?**

By law, you can ask us what information we hold about you, and you can ask us to correct it if it is inaccurate. If we have asked for your consent to process your personal data, you may withdraw that consent at any time.

If we are processing your personal data for reasons of consent or to fulfil a contract, you can ask us to give you a copy of the information in a machine-readable format so that you can transfer it to another provider.

If we are processing your personal data for reasons of consent or legitimate interest, you can request that your data be erased.

You can see more about these rights at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

If you wish to exercise any of the rights set out above, please email us at [info@sungrindfitness.com](mailto:info@sungrindfitness.com) You will not have to pay a fee to access your personal data (or to exercise any of the other rights).

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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.

You can edit your personal details via your profile page whenever you wish.

### **If the information isn't accurate, how can you change it?**

It is very important that the information we hold about you is accurate and up-to-date. If your personal information changes, you can login to the website and edit your profile or email us at [info@sungrindfitness.com](mailto:info@sungrindfitness.com)

## **How can you get taken off the mailing list?**

You can ask us to stop sending you marketing messages at any time by logging into the website and updating your preferences under your account details OR by following the unsubscribe link on any marketing messages sent to you OR by emailing us at [info@sungrindfitness.com](mailto:info@sungrindfitness.com) at any time.

## **How can you raise a complaint?**

If you have any queries or are unsure about any aspect of how we collect and use your data, we're happy to help you. Please get in touch with us at [info@sungrindfitness.com](mailto:info@sungrindfitness.com) so we can resolve any issues you have. You have the right to complain to your local supervisory authority but please contact us first so we can resolve the matter quickly and satisfactorily.

## **Use of cookies**

When you use our website to browse our products and services and view the information we make available, a number of cookies are used to allow the website to function, to collect useful information about visitors and to help make your user experience better.

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly

## **Contact Details**

If you would like any additional information about brand name privacy or security policies, email [info@sungrindfitness](mailto:info@sungrindfitness)

## **How will I know if you change this policy?**

We update our Privacy Policy from time to time. If we make any material changes, we'll let you know by email or post a notification on our website. The revised policy will supersede all previous policies. For that reason, we encourage you to review our Privacy Policy regularly. We will update the date of this document each time it is changed.

Data Protection:

# Data protection Introduction

SunGrind Fitnessstaffordfitness.com is committed to providing a superior learning experience for everyone we work with. We know that our users' are committed to their success and we are equally committed to ensuring that each interaction that someone has with our content is optimised for maximum educational potential. To enable us to do this, SunGrind Fitnessstaffordfitness.com needs to gather and use certain information about individuals.

Individuals who we gather information about includes customers, affiliates, business contacts, employees, and other people the organisation has a relationship with or may need to contact.

This policy describes how this personal data is collected, handled, and stored to meet the company's data protection standards — and to comply with the law.

## Why This Policy Exists

This data protection policy ensures SunGrind Fitnessstaffordfitness.com:

- Complies with data protection law and follows industry best practices
- Protects the rights of staff, customers, affiliates, and partners
- Is open about how it stores and processes individuals' data
- Protects itself from the risks of a data breach

# EU General Data Protection Regulation (GDPR) Protection Law

The GDPR (General Data Protection Regulation) protection law describes how organizations who conduct business with individuals or entities located in EU (European Union) nations — including SunGrind Fitnessstaffordfitness.com — must collect, handle, and store personal information.

These rules apply regardless of whether data is stored electronically, on paper, or in any other manner.

To comply with the law, personal information must be collected and used fairly, stored safely, and not disclosed unlawfully.

The EU GDPR is underpinned by eight core principles. These state that personal data must:

1. Be processed fairly and lawfully
2. Be obtained only for specific, lawful purposes
3. Be adequate, relevant, and not excessive
4. Be accurate and kept up to date

5. Not be held for any longer than necessary
6. Processed in accordance with the rights of data subjects
7. Be protected in appropriate ways
8. Not be transferred outside the European Economic Area (EEA), unless that country or territory also ensures an adequate level of protection

# **1. Policy Statement**

Every day our business will receive, use, and store personal information about our customers, affiliates, partners, and colleagues. It is important that this information is handled lawfully and appropriately, in line with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (collectively referred to as the ‘Data Protection Requirements’).

We take our data protection duties seriously, because we respect the trust that is being placed in us to use personal information appropriately and responsibly.

# **2. About This Policy**

This policy and any other documents referred to in it, sets out the basis on which we will process any personal data that we collect or process. This policy does not form part of any employee’s contract of employment and may be amended at any time.

The company as a whole is responsible for ensuring compliance with the Data Protection Requirements and with this policy. Any questions about the operation of this policy or any concerns that the policy has not been followed should be referred in the first instance to the Data Protection Officer.

## **3. What is Personal Data?**

Personal data is defined as data, (whether stored electronically or paper based) relating to a living individual who can be identified directly or indirectly from that data, (or from that data and other information in our possession).

Processing is any activity that involves use of personal data. It includes obtaining, recording, or holding the data, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring personal data to third parties under privacy control conditions.

Sensitive personal data includes contact info, address, session activity on the platform, IP location etc. Sensitive personal data can only be processed under strict conditions, and used for express purpose that it was collected for.

## **4. Data Protection Principles**

Anyone processing personal data, must ensure that data is:

1. Processed fairly, lawfully and in a transparent manner.
2. Collected for specified, explicit, and legitimate purposes and any further processing is completed for a compatible purpose.
3. Adequate, relevant and limited to what is necessary for the intended purposes.

4. Accurate and where necessary, kept up to date.
5. Kept in a form which permits identification for no longer than necessary for the intended purposes.
6. Processed in line with the individual's rights and in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical

or organisational measures.

7. Not transferred to people or organisations situated in countries without adequate protection

and without firstly having advised the individual.

## **5. Fair and Lawful Processing**

The Data Protection Requirements are not intended to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the individual.

In accordance with the General Data Protection Regulation (GDPR), we will only process personal data where it is required for a lawful purpose. The lawful purposes include (amongst others): whether the individual has given their consent, the processing is necessary for performing a contract with the individual, for compliance with a legal obligation, or for the legitimate interest of the business. When sensitive personal data is being processed, additional conditions must be met.

## 1. Collection of Information

We receive and store information about you such as:

**Information you provide us:** We collect information you provide to us which includes: your name, email address, address or postal code, payment method, and telephone number. We collect this information in a number of ways, including manual entry while you are using our service, interact with our customer service, participate in surveys or marketing promotions, provide reviews or ratings, taste preferences, set preferences in Your Profile/ Account, or otherwise provide information to us through our service or elsewhere.

**Information we collect automatically:** We collect information regarding you and your use of our service, your interactions with us and our advertising, as well as information regarding your computer or other device used to access our service.

This information includes:

- Your activity on our platform such as course progress and search queries
  
- Details regarding your interactions with customer service such as the date, time and reason for contacting us
  
- Transcripts of any chat conversations that you initiate on our platforms



- In the event that you initiate phone support, your phone number
  
- Device IDs or unique identifiers, device and software characteristics (such as type and configuration)
  
- Connection information, statistics on page views, referral URLs, IP address, and standard web log information

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○ Information collected via the use of cookies, web beacons and other technologies, including ad data (such as information on impressions delivered to a cookie, the site URL where the impression was delivered, as well as the date and time).

2. See our [Privacy Policy](#) for more details.

### 3. Use of Information

We use the information we collect to provide, analyse, administer, enhance, and personalise our services and marketing efforts, to process your registration, your orders, your payments, and your communication on these and other topics.

Our primary aim is always to enhance the user experience. We do so in several ways using the data that we collect, but a few examples are: determining your general platform usage, required action item completions, login details, etc. which then helps us know what difficulties the you're facing within the platform, with which can then use to take action to minimize the effort on your end. We collect other information, such as most visited links on our website, which then help us conclude what content was most watched, enabling us to create additional content geared toward our users' needs and personal preferences.

## **6. Processing for Limited Purposes**

In the course of our business, we may collect and process personal data, which may include data that we receive directly from a data subject and data we receive from other sources including location data, business partners, and subcontractors who work technical, payment and delivery services, credit reference agencies, and other capacities.

We will only process personal data for the specific purposes or for any other purposes specifically permitted by the Data Protection Requirements. We will notify those purposes to the data subject when we first collect the data or as soon as possible thereafter.

## **7. Notifying Individuals**

If we collect personal data directly from an individual, we will inform them about:

1. The purpose or purposes for which we intend to process that personal data, as well as the legal basis for the processing.

2. Where we rely upon the legitimate interests of the business to process personal data, the legitimate interests pursued.
  3. The types of third parties, if any, with which we will share or disclose that personal data.
  4. The fact that the business intends to transfer personal data to a non-EEA country or international organization and the appropriate and suitable safeguards in place.
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5. How individuals can limit our use and disclosure of their personal data.
  6. Information about the period that their information will be stored or the criteria used to determine that period.
  7. Their right to request from us as the controller access to and rectification or erasure of personal data or restriction of processing.
  8. Their right to object to processing and their right to data portability.

9. Their right to withdraw their consent at any time (if consent was given) without affecting the lawfulness of the processing before the consent was withdrawn.
10. The right to lodge a complaint with the Information Commissioner's Office.
11. Other sources where personal data regarding the individual originated from and whether it came from publicly accessible sources.
12. Whether the provision of the personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the individual is obliged to provide the personal data and any consequences of failure to provide the data.
13. The existence of automated decision-making, including profiling and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the individual.

If we  
information as soon as possible (in addition to telling them about the categories of personal data concerned) but at the latest within One (1) month.

receive personal data about an individual from other sources, we will provide them with this

We will also inform data subjects whose personal data we process, that we are the data controller with regard to that data and our contact detail regarding data protection act is [info@sungrindfitness.com](mailto:info@sungrindfitness.com) and who the Data Protection Compliance Manager/Data Protection Office is.

## **8. Adequate, Relevant and Non-Excessive Processing**

We will only collect personal data to the extent that it is required for the specific purpose notified to the data subject.

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## **9. Accurate Data**

We will ensure that personal data we hold is accurate and kept up to date. We will check the accuracy of any personal data at the point of collection and at regular intervals afterwards. We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

## **10. Timely Processing**

We will not keep personal data longer than necessary for the purpose or purposes for which it was collected. We will take all reasonable steps to destroy or erase from our systems, all data which is no longer required.

## **11. Processing in line with Data Subject's Rights**

We will process all personal data in line with data subjects' rights, in particular their right to:

1. Confirmation as to whether or not personal data concerning the individual is being processed.

2. Request access to any data held about them by a data controller.
3. Request rectification, erasure or restriction on processing of their personal data.
4. Lodge a complaint with a supervisory authority.
5. Data portability.
6. Object to processing including for direct marketing.
7. Not be subject to automated decision making including profiling in certain circumstances.

## **12. Data Security**

We will take appropriate security measures against unlawful or unauthorised processing of personal data and against the accidental or unlawful destruction, damage, loss, alteration, or unauthorised disclosure of or access to personal data transmitted, stored, or otherwise processed.

We will put in place procedures and technologies to maintain the security of all personal data from the point of the determination of the means for processing and point of data collection to the point

of destruction. Personal data will only be transferred to a data processor if he or she agrees to comply with those procedures and policies, or if he or she puts in place adequate measures himself/ herself.

We will maintain data security by protecting the confidentiality, integrity, and availability of the personal data, defined as follows:

1. Confidentiality: Only people who are authorised to use the data can access it.
  
2. Integrity: Personal data should be accurate and suitable for the purpose for which it is processed.
  
3. Availability: Authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on the SunGrind Fitnessstaffordfitness.com central computer system & databases instead of individual PCs.

Our Security Procedures:

- Entry controls: Any stranger seen in entry-controlled areas will be reported.
  
- Securing lockable desks and cupboards all the time. Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)

- Data minimisation will be practiced.
  
- Pseudonymisation and encryption of data will be the primary state of storing the data.
  
- Methods of disposal: Paper documents would be shredded. Digital storage devices would be physically destroyed when they are no longer required. Electronic data would be deleted once it's intended purpose is fulfilled.
  
- Equipment: Staff has to ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.
  
- Transferring Personal Data Outside of the EEA: We may transfer any personal data we hold to a country outside the European Economic Area ('EEA') or to an international organisation, provided that one of the following conditions applies:
  - ○

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The country to which the personal data is transferred ensures an adequate level of protection for the data subjects' rights and freedoms.

The data subject has given his consent.

○



○ ○

Subject to the requirements above, personal data we hold may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Those staff may be engaged in, among other things, the fulfilment of contracts with the data subject, the processing of payment details and the provision of support services.

## **14. Disclosure and Sharing of Personal Data**

We may share personal data we hold with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in: <https://www.legislation.gov.uk/ukpga/2006/46/section/1159>

## **15. Subject Access Requests**

To these ends, the company has a privacy statement setting out how data relating to individuals is used by the company.

Individuals must make a formal request for information we hold about them. Employees who receive a request should forward it to the data department immediately.

When receiving telephone enquiries, we will only disclose personal data we hold on our systems if the following conditions are met:

1. We will check the caller's identity to make sure that information is only given to a person who is entitled to it.
2. We will suggest that the caller put their request in writing if we are not sure about the caller's identity and where their identity cannot be checked.

3. Where a request is made electronically, data will be provided electronically when possible.

Our support team will refer a request to the data processing department or the Data Protection Compliance Manager for assistance in difficult situations.

The transfer is necessary for one of the reasons set out in the Act, including the performance of a contract between us and the data subject, or to protect the vital interests of the data subject.

The transfer is legally required on important public interest grounds or for the establishment, exercise or defense of legal claims.

The transfer is authorized by the relevant data protection authority where we have adduced adequate safeguards with respect to the protection of the data subjects' privacy, their fundamental rights and freedoms, and the exercise of their rights.

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## **16. Changes to this Policy**

We may modify this Privacy Statement at any time, but we will provide prominent advance notice of any material changes to this Statement, such as posting a notice through the Services, on our websites, or sending you an email, to provide you the opportunity to review the changes and choose whether to continue using the Services.

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We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified. Intellectual Property Rights

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#### **Online Commerce**

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

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You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Your purchase is for personal use only. Sharing of purchases is not permitted and will be considered unauthorized, an infringing use of our copyrighted material, and may subject violators to liability. If payment for a course is declined, our system will automatically disable access to our premium materials. (We understand. This usually happens because a credit card expires.) We want to help restore your access, so we'll make every attempt to contact you to help resolve this issue. Once the billing issue is resolved, we'll restore access.

### **Interactive Features**

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorised access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give



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## discussion

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### **Registration**

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code

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### **Passwords**

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorised use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

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