

Protect Financial Terms of Service (“Terms”) Version 5.7

Date: 2nd December 2021

It is hereby agreed that these Terms of Service (“Terms”) shall govern the relationship between the Parties and shall constitute the agreement of the Parties and is referred to herein as the “Agreement”.

In order for the Member to receive Benefits according to the Agreement it is required to comply with these Terms. Failure to do so may result in any applications for payment of benefits made by the Member not being accepted or paid.

These Terms of Service come into effect and in force on the above date.

Protect has complete discretion to provide nothing at all if it chooses.

1. Definitions and Interpretations

Unless the context otherwise requires, the following words and expressions shall have the following meanings:

1. **Accident** means an event that results in injury or ill health
2. **Absence/Absent** means not being present at the workplace or capable of **Working**
3. **Annual Subscription** means the annual membership fee (if any) payable by the **Member** to **Protect**
4. **Agreement** means these **Terms of Service**
5. **Benefits** means those benefits and/or services of the **Membership Program(s)** delivered to the **Member** by **Protect**
6. **Board of Management** means the Board of Directors of **Protect**
7. **Commencement Date** means the date of the **Agreement**
8. **Confidential Information** means information of a confidential nature (including trade secrets and information of commercial value) concerning either the **Member** or **Protect** including the details of the **Membership Program**
9. **Critical Illness** means a serious or chronic disease that an **Employee** may or may not recover from
10. **Decision Rationale** means **Protect’s** approach to **enhanced sick pay** decisions as set out in Schedule 4



11. **Depression** means a mood disorder that causes a persistent feeling of sadness and loss of interest; also called major depressive disorder or clinical depression, it affects how an **Employee** feels, thinks, and behaves and can lead to a variety of emotional and physical problems
12. **Doctor** means qualified **medical practitioner** registered and licensed with a recognised professional body. A doctor cannot be the **Employee** or a member of the **Employee's** immediate family
13. **Eligible Employee** means an **Employee** of the **Member** who has met the conditions set out in the **Enhanced Sick Pay Terms**
14. **Enhanced Sick Pay Terms** means those terms set out in Schedule 5
15. **Employer** means a person or organisation that employs the **Employee**
16. **Employee** means a person employed by the **Employer**. This Includes part-time workers, Directors and Office Holders. This excludes self-employed persons.
17. **Employee Payroll** means is a list of employees of the **Member** who are entitled to receive monthly payments, or such lesser period, from the **Employer**, as well as other work benefits, and the amounts that each shall receive
18. **Employment Start Date** means the date Employment started
19. **Manual Upload** means a method of adding transactions through a monthly payroll file upload to the **Protect Platform**
20. **Force Majeure Event** means any event as described in Clause 8
21. **Gross Salary** means the monthly gross salary, or such lesser period, based on the amount of money received by the **Employee** before all deductions (including Tax) from an **Employer**
22. **Information** means all information and data disclosed (whether in writing, orally, or in any form whatever) by or on behalf of the Disclosing Party to the Receiving Party or any of its representatives, including but not limited to any information or data relating to the business operations, processes, systems, intentions, products, services, methodologies, know-how, intellectual property rights, market opportunities, customers and business affairs of the Disclosing Party which is of a manifestly confidential nature, or confirmed by the Disclosing Party to be confidential within sixty (60) days of disclosure
23. **Illness** means a medical condition certified by a **Doctor** or Consultant as preventing an **Employee** from doing their normal **Work** or any similar **Work** which they are reasonably able to do given their experience, education or training
24. **Insured** means **Protect Group**



25. **Intellectual Property** means all intellectual property wherever in the world whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in design
26. **Medical Form** means a form which must be completed by your Doctor and submitted with your application for enhanced sick pay, this form is downloadable from our website [here](#)
27. **Member** means the legal person(s) who are holders of a current and operative **Agreement** with **Protect** who is in full compliance with all the terms, conditions, duties and obligations of that Agreement
28. **Member Portal** means the Member page on the **Protect Platform** which is a source of information for the **Member**
29. **Membership Program / Program** means the **Protect Program(s)** to which the **Member** has subscribed
30. **Mental Health Practitioner** means a person with current and appropriate licensure, certification, or accreditation in a recognised mental health profession, which includes but is not limited to: Psychiatrists, Psychologists and registered psychiatric nurses
31. **Mental Illness** means health conditions involving changes in emotion, thinking or behaviour (or a combination of these); often associated with distress and/or problems functioning in social, work or family activities
32. **Net Salary** means the monthly net salary, or such lesser period, based on the amount of money received by an **Employee** after all deductions (including Tax) from an **Employer** (Member). The monthly net salary is calculated as the monthly average net pay for the previous 12 months, or the monthly average over the period since the **Employee** joined the program, if shorter. The net salary for the month after an eligible illness or medical condition commenced is excluded so that the monthly average pay is taken up to the date the **illness** first started
33. **Parties** means **Protect** and the **Member**.
34. **Policy** means this document (also referred to as Contract of Insurance) together with all Risk Details, schedules and endorsements attached to it
35. **Policyholder** means **Protect**, its subsidiaries and companies within the group
36. **Pre-existing Medical Condition** means any illness, condition or injury whether diagnosed or not about which an **Employee** knew or should reasonably have known about



- 37. **Protect** means a subsidiary of Event Protect Ltd
- 38. **Program Start Date** means the date that the **Employee** is enrolled into **Protect Financial**
- 39. **Protect Financial** is a comprehensive package of financial wellbeing services, headlined by enhanced sickness benefit terms within an **Employer's** own contracts of employment
- 40. **Protect Platform** means the cloud based, SaaS, automated API and Internet delivered platform including the application and database software system and server software that is the creation of and owned by **Protect** including all Intellectual Property rights to which the **Member** and others connect for the sending, recording and administration of all Transactions that on a transnational basis facilitates flexible algorithmic and rules based resolutions that provide all supply chain participants access to data relevant to their status and role, via presentations that facilitate cognitive interaction with otherwise opaque data and information streams, as well as the ability to actively control their part of the conducted process
- 41. **Request** means a request by a **Member** for the provision of a benefit of **Protect** membership
- 42. **Stress** means the body's reaction to any change that requires an adjustment or response; the body reacts to these changes with physical, mental, and emotional responses
- 43. **Subscription(s) Fee(s)** means all fees, including **Membership Program** fees, and charges payable by the **Member** to **Protect** for the Benefits on the terms stated within this **Agreement**
- 44. **Terminal Illness** means a disease that cannot be cured or adequately treated and is reasonably expected to result in the death of the **Employee**
- 45. **We** means **Protect**
- 46. **Work/Working** means being able to perform one's job or duties either at home or in the workplace
- 47. **You** means the **Member**

References to Clauses and Schedules are to the Clauses and Schedules of the Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

- 1. *Clause, Schedule and paragraph headings and script in italic are inserted for convenience only and shall not affect the interpretation of these Terms.*
- 1.1. Reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2. Reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.



- 1.3. Any words following the terms including, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4. Words in the singular shall include the plural and, in the plural, shall include the singular. Reference to one gender shall include a reference to the other gender.

2. Membership and Appointment

- 2.1. By entering into the Agreement, Protect agrees to accept the Member as a Member of Protect Financial Program(s) with access to the Benefits listed within these Terms and its Schedules. Protect shall also extend Associate Membership to those parties listed in the Agreement.
- 2.2. Payment of benefits is entirely at Protect’s absolute discretion. The management and conduct of all undertakings by Protect under the Agreement shall be vested in the Board of Management which may exercise all the powers and Benefits of Protect Program to the Member under the Agreement. No alterations and direction by the Protect Board of Management shall retrospectively invalidate any prior act of Protect under the Agreement which would have been valid if that alteration had not been made or that direction had not been given.
- 2.3. Protect may agree the delivery of the Benefits of the Terms to the Member provided that:
 - 2.3.1. The matter giving rise or cause to the request for the provision of Benefit originated on the Protect Platform or the cause or proceedings arose and was notified to Protect by the Member.
 - 2.3.2. If Protect decides to act to deliver advice or assistance or to defend or make payment(s) in accordance with the terms of any Benefit available under the Agreement, the Member shall abide by the decision of the authorised officers of Protect in the application of Protect’s Decision Rationale for the delivery of the relevant Benefit.
 - 2.3.3. The Member has paid Membership fees when due in accordance with this agreement
- 2.4. The Member’s membership of Protect Financial Program, including using the trademark(s) of Protect, cannot be displayed on the Member’s website as Protect Financial aims for the Employer to deliver these benefits to the Employee in their own name and Protect is the appointed administrator of its Members.
- 2.5. The Member shall connect to the Protect Platform via API and shall send their Employee Payroll to the Protect Platform, in real time, for upload and acceptance by Protect. The Member has until the 12th day of the following calendar month to remove the transactions



from Protect's platform after which the transactions cannot be reversed. Employee Payroll details not loaded in real time to Protect's Platform and sent late shall be accepted onto the Platform at Protect's absolute discretion.

- 2.6. Where the Member has the benefit of the Protect Financial Program(s) Protect shall appoint the Customer Experience Team to handle and administer all enhanced sick pay applications and all approved enhanced sick pay payments to be paid in the Member's name to the Eligible Employee under the Protect Financial Program(s).

This Agreement is not a contract of insurance but [contains a summary of](#) the insurance policies held by Protect. Members have no insurance policies with Protect's Insurance Providers. Protect is the sole policyholder and only it has rights under the policies against the Insurance Provider.

- 2.7. Under the U.K.'s Financial Conduct Authority's Insurance Conduct of Business Rules and Perimeter Guidance Rules, the Member will not be customers of the Insurance Provider or of Protect Group.
- 2.8. The terms and conditions in our Agreement reflect the contracts between us and our Insurance Provider(s). In order for you to be eligible to receive any benefits, you are required to comply with the terms and conditions in our Terms of Service. Failure to do so may result in any enhanced made by you not being paid.
- 2.9. Any payments made by Protect to your Employees are made by us in your name and on your behalf.

On-Boarding

- 2.10. Promptly after the execution of the Agreement, the Member will be invited to join the on-boarding process ("On-Boarding Process"), if they haven't done so already, during which, the Member will provide Protect with the necessary company information with which to establish the Program and Protect will provide the Member with materials to help promote the proposition amongst its Employees.
- 2.11. Any On-Boarding Costs shall be payable by the Member pursuant to the invoice to be issued to the Member by Protect.
- 2.12. As part of the On-Boarding Process:
- 2.13. Protect will require the Member to sign a Direct Debit Mandate (unless an alternative payment method is agreed in writing by Protect)
- 2.14. Protect will create the Member in the Protect Platform.
- 2.15. the Member shall provide the required signup data.



- 2.16. the Member will be required to reconfirm the signup data on the Member Platform.
- 2.17. the Member shall provide the Basic Information to Protect in one of the following ways:
 - a) automatically via an integration or connectors between the Protect Technology and the Member Technology ("Integration").
 - b) by uploading it onto the Member Platform; and/or
 - c) in a password-protected file.
- 2.18. On the Go Live Date, the Member shall send out an Introductory Email to its eligible Employees via the Protect Platform.



3. Payments

- 3.1. The Member shall be responsible for the payment of the Subscriptions for the Enhanced sick pay Program(s) to which they subscribe, with that payment to be made within 7 days of the date of the relevant invoice(s) by Direct Debit. To facilitate payment of the Subscription(s) Protect shall:
 - 3.1.1. provide one or more invoices for the Member's Subscription(s) for the month uploaded by the Member that have been accepted by the Protect Platform under the Program(s) by email to the Member's nominated email address(s).
 - 3.1.2. invoice all chargeable services to the Member in accordance with our terms of supply.
 - 3.1.3. within each invoice identify the Annual Subscription (if applicable) and the Subscription services and Benefits delivered to the Member together with any taxation chargeable and payable in respect of the invoiced sum(s) as necessary to comply with legislation.
 - 3.1.4. The Subscription Fees for the Program are as follows: 1.5% of the Gross Monthly Salary, or such lesser period, of each Employee who is enrolled onto the Program
 - 3.1.5. The Member must always pay Protect in Pound Sterling GBP (£).
 - 3.1.6. The rates agreed in the Agreement shall apply in respect of the Subscription rates.
 - 3.1.7. Additional benefits to those stated above and any associated fees or charges may be added to these Terms at a future date.
 - 3.1.8. Protect may vary the terms, and Subscription fees of the Enhanced sick pay Program(s) at any time. No variation made under this clause shall be retrospective but commences from the date it is first notified to the Member.
 - 3.1.9. there can be no return of Subscriptions.
 - 3.1.10. If the Member fails to pay any undisputed amounts due under the Agreement, then without limiting the other rights and remedies of Protect, the Member shall pay interest on any undisputed amounts at the rate of 2% per month above the Bank of



England base rate to accrue on a daily basis from the due date until log actual payment of the overdue amount, whether before or after judgement.

3.1.11. Any amounts due under this Agreement by the Member to Protect shall be paid in full without any set off, counterclaim, deduction or withholding (other than as required by law).

4. Duration and Termination

4.18. The Agreement shall come into effect on the Commencement Date and shall continue in force in perpetuity unless terminated by either party by giving no less than 24-hours notice to the other party

4.19. Notice of Termination is to be given by email to notice@protectfinancial.com

4.20. Termination of the Agreement, however caused, shall be without prejudice to any rights or liabilities accrued as at the date of termination.

4.21. Both Parties shall discharge fully and to their best ability all duties given to the other Party up to the date of termination. For the avoidance of doubt all Employee Payroll details uploaded onto the Protect Platform and confirmed as being accepted within the Program(s) set out in the Schedules to these Terms at the date of termination shall continue to enjoy the Program(s) Benefits, subject to all the terms of the Program(s), to the date of their expiry within the terms of the Protect Financial Program(s) into which they were accepted and the full payment of all sums due to Protect. All subscription fees up to, and including, the date of termination are still due under the terms of this agreement.

4.22. Any accepted applications for enhanced sick pay made prior to termination will continue to be paid as per the terms of the agreement

4.23. Unless expressly provided in these Terms and subject to any rights or obligations accrued prior to termination, neither party shall have any further obligations to the other under the Agreement.

5. Confidentiality

5.1. Member and Protect shall at all times (both during the term of the Agreement and 12 months after its termination) keep the terms of this agreement confidential, and shall not, without the prior written consent of the other party, disclose to their employees, nor any third party any Confidential Information belonging to the other party, unless the information:

5.1.1. was public knowledge or already known to the receiving party at the time of disclosure; or

5.1.2. subsequently becomes public knowledge other than by breach of this Agreement; or



5.1.3. subsequently comes lawfully into the possession of the receiving party from a third party; or

5.1.4. is agreed by the Parties as not confidential or can be disclosable.

5.2. To the extent necessary to implement the provisions of the Agreement (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, Insurance Provider(s), Legal Counsel, the Administrator and to any member of the same group of companies, and to any of its employees, provided that before any such disclosure, the disclosing party shall make those persons aware of its obligations of confidentiality under the Agreement and, provided that the Disclosing Party is and shall remain liable for compliance of all such persons with the obligations of compliance and non-disclosure set forth herein.

6. Data Protection – see separate Data Processing Agreement below

7. Intellectual Property

7.1. Neither Party shall acquire nor register nor attempt to acquire nor register any patents, trademarks, designs, registered designs, copyright or other Intellectual Property rights anywhere in the world in relation to the Information of the other Party nor acquire title to the physical materials in which the Information appears. Ownership of such rights and media shall remain with the Party which owns them or its licensor.

7.2. The Member shall not directly or indirectly solicit, commission, accept or knowingly participate otherwise in any activity or work that seeks or that involves the replication of the Protect Platform other than by way of acting as a partner to or agent of Protect or in the alternative, their nominated trading entity as confirmed in writing.

8. Force Majeure

8.1. Force Majeure solely relates to the obligations created by the Agreement.

8.2. A Party:

8.2.1 shall not be in breach of the Agreement arising from Force Majeure Event including but not limited to any of the following: acts of God, including but not limited to contagious disease, pandemic, fire, flood, earthquake, windstorm or other natural disaster;

8.2.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

8.2.3 terrorist attack, civil war, civil commotion or riots;



- 8.2.4 nuclear, chemical or biological contamination or sonic boom;
- 8.2.5 compliance with any law or governmental order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- 8.2.6 fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
- 8.2.7 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- 8.2.8 interruption or failure of utility service, including but not limited to electric power, gas or water.
- 8.3. Any party that is subject to a Force Majeure Event shall not be in breach of the Agreement provided that it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably practicable.
- 8.4. If the breach caused by a Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this Agreement by giving 24 hours written notice to the other party. On the expiry of this notice period, this Agreement shall terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Agreement occurring prior to such termination.

9. Limitation on Liability

- 9.1.1 This clause sets out the entire financial liability of Protect (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Member in respect of: any breach of the Agreement; any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement; and any claim made against the Member by any third-party alleging infringement of their intellectual property rights arising out of the services performed by Protect; together known as a "Default".
- 9.1.2 Except as expressly set out in these Terms, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law,



excluded. Protect excludes from these Terms to the maximum extent possible in Law liability for any loss suffered by the Member, including but not limited to: loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. In limiting and excluding liability as stated within this Clause and generally Protect draws the Member's attention to the fact that it does not hold itself out as an insurance provider, broker or intermediary advising on the suitability of contracts for the needs of individual Member(s). Protect makes no representations or recommendations as to the suitability of its membership services, including but not limited to the Enhanced sick pay Program(s) for the/any individual Member's needs and accepts no liability to the Member or any other party in or arising from any circumstance where the operative Protect Financial Policy referenced within Schedule 5 fails to respond to a claim for any reason be such claim either beyond or within the terms of acceptance, conditions and exclusions or for any reliance placed on any general information of whatever type or nature that may be provided by Protect.

10. Value Added Tax

We have taken advice that VAT is not chargeable by either Party, and the advice is available if you wish. Each Party remains responsible for any VAT should it become payable.

11. Variation

- 11.1. No variation of the Agreement or Terms shall be effective unless it is in writing and agreed by the Parties. Schedule 5 may be amended from time-to-time by Protect notifying the Member in writing. No such changes can have retrospective effect for Transactions already accepted onto the Protect Platform.
- 11.2. Variations can be made by Protect from time to time and the most recent version shall always be available at <http://www.protect.financial>
- 11.3. Save as provided for in these Terms, the Member shall not assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-agents or delegate of any or all of its obligations under these Terms without the prior written consent of Protect.

12. Freedom to Contract

The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under the Agreement.

13. Waiver



No failure or delay by a party to exercise any right or remedy provided under the Agreement and Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. Severance

- 14.1. If any court or competent authority finds that any provision of the Agreement (or part of any provision) and/or its Terms is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement and Terms shall not be affected.
- 14.2. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable or the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

15. Third Party Rights

- 15.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 15.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any person that is not a party to the Agreement.
- 15.3. For the avoidance of doubt Eligible Employees hold no rights under the Agreement nor its Terms.

16. Notices

Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered by e-mail to the address given below for each Party, personally, or sent by pre-paid recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out in the Agreement or as otherwise specified by the relevant party by notice in writing to each other party. Service by e-mail shall be valid only if acknowledged by the receiving Party within 5 working days of sending.



17. Governing Law, Jurisdiction and Language

- 17.1. The Agreement and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with laws of England and Wales.
- 17.2. Any dispute or difference arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination or the legal relationship established by it, shall be referred to and finally resolved by Arbitration under the Chartered Institute of Arbitration Rules whose Rules are deemed to be incorporated by reference to this clause. In default of the Parties' agreement as to an arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London. The seat of the arbitration shall be London, England and the language of the arbitration shall be English.
- 17.3. The language of the Agreement and all correspondence shall be English and that where a word is not subject to a definition within this Agreement its meaning shall be the common contextual meaning identified by reference to the Oxford English Dictionary.
- 17.4. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Schedule 1 - Base Membership Benefits

The Benefits outlined in this Schedule are core benefits of Membership of Protect Financial. Whilst the Member has access to these Benefits the Member is under no obligation to use the core benefits of Membership. The Benefits of Membership may be amended from time to time at the discretion of Protect subject to notifying the Member in writing.

- **Enhanced Sick Pay**

Schedule 2 - Protect Financial & Exclusions

1. Where the Member has joined Protect Financial, it shall integrate its payroll software to the Protect Platform to record net salary paid to all Eligible Employees.
2. The subscription fee will be the Agreed Rate applied to the Gross Pay as per Section 3 clause b
3. Basic Subscription Fees: Publication of a subscription fee does not mean that acceptance shall be guaranteed. Protect attempts, as far as possible, to maintain the subscription fees set out in the Agreement
4. The Member shall only use the wording provided by the Protect Group for its Protect Financial program given to Eligible Employees as reproduced in Schedule 5
5. Protect Financial fees shall be paid by Direct Debit when the invoice is issued. The Enhanced Sick Pay terms as shown in Schedule 5 shall be between the Member and its Employees, without any mention of Protect or its insurances. There shall be no contract between the Employee and Protect, nor between the Employee and Protect's insurers.
6. The Member remains obligated under U.K. law to pay Statutory Sick Pay to its Employees from its own funds and this is not part of the Agreement or Membership Benefits.
7. Claims for Enhanced Sick pay under Protect Financial shall be made by the Eligible Employee who shall provide adequate evidence using Protect's web site or application software. All payments to the Eligible Employee are made on behalf of the Employer who shall be referenced with the payment information. If the Member has breached the Agreement, Protect are not obliged to pay the Eligible Employee. [If the Eligible Employee has access on-line, then their capabilities to do so must be proscribed]
8. Protect Financial enhanced sick pay payments exclude pension contributions, national insurance contributions, loan repayments or any other deductions which may have been made before arriving at net pay.
9. Protect shall for the life of the Agreement be the Member's, together with their successors and assigns and the companies as set out in the Agreement, sole and exclusive supplier of the Benefits that are delivered to them by Protect under this Schedule 1.



10. The Member must truthfully disclose in writing to the best of its knowledge all material facts which are likely to influence Protect in deciding whether or not to accept the Transactions and likely to influence Protect in setting terms, exclusions and/or limitations.
11. Before Transactions are entered into the Platform, the Member must have had no knowledge of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of loss.
12. All information given to Protect by the Member is in all respects true and complete and unchanged at the time any Transaction is uploaded.
13. Any fraud, concealment, misleading, or intentional misstatement of information, provided in the requesting of an enhanced sick pay payment shall entitle Protect to refuse payment of the enhanced sick pay or treat this Agreement as if it never existed, [as long as the Member is informed by Protect, unless Protect is prevented from so doing by operation of law]
14. The Member shall at all times do and concur in doing all things reasonably within its ability to avoid or diminish any loss.
15. The Parties shall observe and fulfil the terms and conditions of the Agreement.
16. Any expenses incurred by the Member or eligible employee formulating enhanced sick pay applications are not recoverable.
17. The Membership cannot be assigned in whole or part without Protect's written consent.
18. Unaccepted Transactions are not open for any Enhanced Sick Pay request.
19. The Member shall designate a person to liaise with Protect to deliver the Service



20. Protect does not pay Enhanced Sick Pay for illness or accident directly or indirectly associated with actual or perceived: war, hostilities, etc; imprisonment, etc; poisonous biological materials, etc; radioactivity, etc; cyber-attacks;
21. Enhanced Sick Pay cannot be requested, and will not be paid, where Protect would be exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
22. The Member shall place all transactions with Eligible Employees on the Protect Platform without any allowance for recoveries, savings or waivers. Should the Member fail to do so, Protect's Insurers may not pay a greater proportion of any Enhanced Sick Pay than those amounts placed in the Protect Platform bear to the value of all Eligible Employees net pay of the Member.
23. Any translation of the recommended text from English is for assistance and information only. In the event of an Enhanced sick pay Application the English language version shall be the basis of settlement.

The current version of the Protect Financial Enhanced Sick Pay Terms can be viewed at any time by visiting **<https://protect.financial>**



Schedule 4 - Enhanced Sick Pay Journey and Decision Rationale

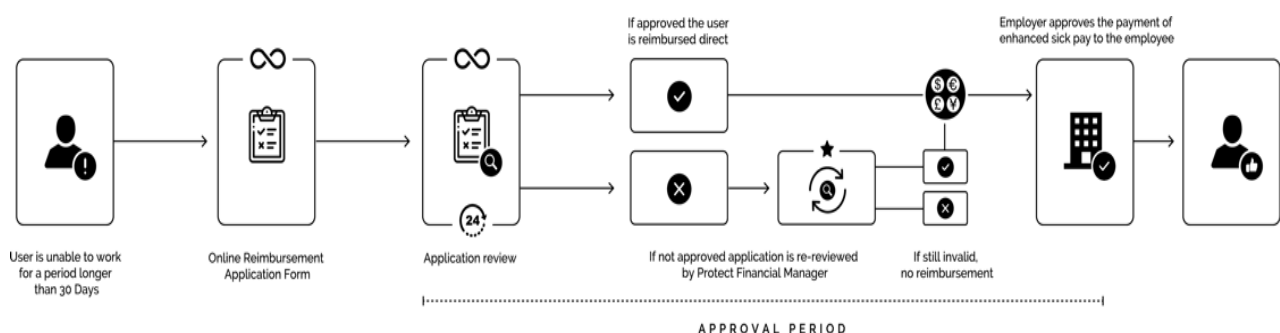
If the employee requires enhanced sick pay, they are directed by his/her order confirmation email to an auto populated online Enhanced Sick Pay Application Form (ESPAF) to complete.

Once the ESPAF is submitted it is usually processed by Protect's Customer Experience Team within 48 hours and once validated, we will notify you, the employer, in order to obtain your electronic approval for payment of enhanced sick pay to the employee.

Once approved by the employer the employee will receive a direct enhanced sick pay payment from Protect Group, on behalf of their employer, paid to their chosen bank account, with a reference to the Employer's name.

Enhanced sick pay application requirements:

- Confirm pre-populated details are correct
- Reason for enhanced sick pay
- Evidence (please see our online T&Cs for more detail)
- Chosen bank account



Decision Rationale

Customer Experience (CX) Executives will first assess whether an application falls within the wording of the Protect Financial Terms of Service and the applicant has provided the required evidence to support the application.

If the answer is affirmative on both points then the CX Executive will seek further confirmation from the member (the employer) confirming the details and conditions of the application, and obtaining their approval or denial for the payment of enhanced sick pay, as PF is acting on their behalf.

In the case that all conditions are met, and the payment is approved by the member (the employer) then the payment is approved and a payment schedule is created as per the payment agreement process.

If the application does not meet the required conditions under our terms of service, it is referred by the CX Executive and automatically queued for a Supervisor to review, prior to any communication being relayed to the applicant or employer.

If the Supervisor makes a decision that the payment should indeed be paid, they will employ the same process of validation as above to determine whether or not the application will be acceptable under the wording of the terms of service and contact the member (the employer) to clarify the reason for approval of the application.

Should the Supervisor feel that an application is a clear decline then they will be the one to communicate that to the employee and the member (the employer). If the Supervisor remains unsure in any way on whether the application should be declined then they can refer it to another Supervisor for peer review, or if appropriate escalate it to the Customer Experience Manager for ultimate decision.

If an application for enhanced sick pay is approved by a member of the CX team but the member (the employer) does not approve payment then we will not pay the employee, as we act on behalf of the member (the employer). Should this happen then an email will be sent to the employee asking them to refer the matter to their employer of further discussion.

Any application with an aggregate payment value greater than £3,000, or local currency equivalent, will automatically refer to a supervisor to manage the customer experience relative to the greater value, and for additional scrutiny respective of the greater risk.



Employee Appeals

Any employee unhappy with the Customer Experience (CX) Team's decision has the right to further review, which they can request via their employer by email. In such cases, an alternate CX Supervisor is appointed.

In the case of a complaint, which is defined as an expression of dissatisfaction, a review will be carried out by the Customer Experience Manager.

Any member (employer) wishing to make a complaint or appeal the decision should be directed to write to **complaintsPF@refundable.me**.

Upon receipt of an email to that mailbox the CX Manager will investigate the full application file, all supporting evidence and correspondence, and where appropriate enter into further communication with the member (employer) to facilitate appropriate and fair resolution.

Complaints will be logged in the central Complaints Log, owned by the CX Manager and stored on the shared Sync drive. The Complaints Log will be reviewed each quarter by the CX Manager along with other members of Protect's senior leadership team, with a report on findings, actions taken, and future actions identified submitted to the Board for quarterly review.

Discretion

Protect reserves its right to discretion on paying any Enhanced Sick Pay request.



Schedule 5

Protect Financial Wording

Your Employee must consent to the charge of 1.5% of their gross salary to access the Terms set out below:

The Protect Financial program will pay the equivalent of your net salary if...

You are Absent from Work due to any of the reasons below:

- Illness
- Accident
- Pre-existing Medical Condition
- Stress
- Depression
- Mental Illness

The first 30 days of Absence will not be paid under the Protect Financial Program, thereafter You will be paid enhanced sick pay for each month, or part of a month, up to a maximum of 12 months.

Requesting Enhanced Sick Pay

Your application and payment will be handled by the Customer Experience Team who act as the administrator of Our Protect Financial Program.

To apply for Enhanced Sick Pay, You must complete an online Application Form as soon as You know that You will be Absent from Work for a period of more than 30 days.

What We will pay	What will We not pay	Evidence required
Illness means a medical condition that prevents You from Working for a period of more than 30 consecutive days.	<ul style="list-style-type: none"> When You have a medical condition that does not prevent You from Working. When a Doctor does not confirm Your medical condition prevents You from Working. When the medical condition is for a period of less than 30 consecutive days. When a Doctor confirms that You have refused recommended medical treatment for Your condition or You fail to follow medical advice that leads to a deterioration or continuation of Your condition. 	<ul style="list-style-type: none"> Doctor's note(s) or Medical Certificate(s) confirming the details of the medical condition and that You have followed the medical advice given, the date it first occurred, and that it prevented You from Working for a consecutive period of more than 30 days. A Protect Financial medical form completed and signed by your Doctor which can be downloaded from the website.
Pre-existing Medical Condition means a medical condition that would not normally prevent You from Working that has changed and now prevents You from Working for a period of more than 30 consecutive days.	<ul style="list-style-type: none"> When a Doctor confirms that You have refused recommended medical treatment for Your condition or You fail to follow medical advice that leads to a deterioration or continuation of Your condition. 	<ul style="list-style-type: none"> Doctor's note(s) or Medical Certificate(s) confirming the details of the Illness and that you have followed the medical advice given, the date it first occurred, and that it prevented You from Working for a consecutive period of more than 30 days. A Protect Financial medical form completed and signed by your Doctor which can be downloaded from the website.

<p>Accident</p> <p>means an Accident that has caused a medical condition that prevents You from Working for a period of more than 30 consecutive days.</p>	<ul style="list-style-type: none"> ▪ When the Accident does not prevent You from Working. ▪ When a Doctor confirms that You have refused recommended medical treatment for Your condition or You fail to follow medical advice that leads to a deterioration or continuation of Your condition. 	<ul style="list-style-type: none"> ▪ Doctor's note(s) or Medical Certificate(s) confirming the details of the Accident and that you have followed the medical advice given, the date it first occurred, and that it prevented You from Working for a consecutive period of more than 30 days since that date. ▪ A Protect Financial medical form completed and signed by your Doctor which can be downloaded from the website.
<p>Stress</p> <p>means a medically diagnosed stress related condition that prevents You from Working for a period of more than 30 consecutive days.</p>	<ul style="list-style-type: none"> ▪ When Your Stress is not medically diagnosed, or Your Doctor does not recommend in writing that You should not Work for a period of more than 30 consecutive days. ▪ When a Doctor confirms that You have refused recommended medical treatment for Your condition or You fail to follow medical advice that leads to a deterioration or continuation of Your condition. 	<ul style="list-style-type: none"> ▪ Mental Health Practitioner's note (s) or Medical Certificate(s) confirming the details of the Stress related condition and that you have followed the medical advice given, the date it first occurred, and that it prevented You from Working for a consecutive period of more than 30 days. ▪ A Protect Financial medical form completed and signed by your Doctor which can be downloaded from the website.

<p>Depression</p> <p>means a medically diagnosed period of depression that prevents You from Working for a period of more than 30 consecutive days.</p>	<ul style="list-style-type: none"> When Your Depression is not medically diagnosed, or the Doctor does not recommend in writing that You should not Work for a period of more than 30 consecutive days. When a Doctor confirms that You have refused recommended medical treatment for Your condition or You fail to follow medical advice that leads to a deterioration or continuation of Your condition. 	<ul style="list-style-type: none"> Mental Health Practitioner's note (s) or Medical Certificate(s) confirming the details of the Depression and that you have followed the medical advice given, the date it first occurred, and that it prevented You from Working for a consecutive period of more than 30 days. A Protect Financial medical form completed and signed by your Doctor which can be downloaded from the website.
<p>Mental Illness</p> <p>means a medically diagnosed period of mental illness that prevents You from Working for a period of more than 30 consecutive days.</p>	<ul style="list-style-type: none"> When Your Mental Illness is not medically diagnosed, or the Doctor does not recommend in writing that You should not Work for a period of more than 30 consecutive days. When a Doctor confirms that You have refused recommended medical treatment for Your condition or You fail to follow medical advice that leads to a deterioration or continuation of Your condition. 	<ul style="list-style-type: none"> Mental Health Practitioner's note (s) or Medical Certificate(s) confirming the details of the Mental Illness and that you have followed the medical advice given, the date it first occurred, and that it prevented You from Working for a consecutive period of more than 30 days. A Protect Financial medical form completed and signed by your Doctor which can be downloaded from the website.

Specific reasons where Enhanced Sick Pay will not be provided:

We do not pay enhanced sick pay for any reason directly or indirectly associated with:

- Optional cosmetic surgery or any other 'optional' procedure that is not deemed medically necessary nor connected to a medical condition or accident;
- failing to comply with any law;
- where exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;
- We do not pay beyond the 12-month period of Enhanced Sick Pay.



- When Your employment has been terminated.

General Conditions of Enhanced Sick Pay

- You must make all reasonable efforts to maintain Your health in order to be able to Work.
- You will be asked to provide Regular Medical Evidence at Your own expense to confirm the medical condition means You are unable to Work.
- Your enhanced sick pay will be an average of Your monthly net salary (after tax) for the previous 12 months or the period since You joined the program if less than 12 months.
- Where You have more than 2 periods of Absence from Work in a rolling 12-month period We will not pay Your enhanced sick pay for the 3rd and any subsequent period of Absence unless You can evidence that you are suffering from a specific recurring illness.
- If any of the Medical Conditions are diagnosed by a Doctor as self-inflicted, we will not pay Your enhanced sick pay.
- If We reasonably suspect fraudulent activity on Your part We may not pay Your enhanced sick pay.
- You must have been contributing continuously either (A) from the program Start Date (B) from within 3 months of Your Employment Start Date in order to apply for enhanced sick pay
- Should you decide to join the program at any other time during your employment, or you leave the program and rejoin at a later date, then you must have been contributing continuously for 3 consecutive months before Your first application for enhanced sick pay
- Where any claim for a pre-existing medical condition is made within the first 6 months of the Employee joining the enhanced sick pay program we will not pay enhanced sick pay.

IMPORTANT Any translation of this document from English is for assistance and information only. In event of an Enhanced Sick Pay Application the English language version shall be the basis of settlement.

All aspects of this document are subject to English law and the jurisdiction of the English courts. This is not an insurance policy. Enhanced Sick Pay is an optional extension to Our contract of employment with You, and it provides a right to Enhanced Sick Pay in certain defined circumstances outlined within this document should You be Absent from Work



Data Processing Agreement ("DPA") v9

DEFINITIONS:

Agreement:	means the agreement entered into between the Controller and Protect Financial;
AoC:	means Attestation of Compliance under PCI DSS;
Cardholder data:	has the meaning given in the PCI DSS;
Contractual Clauses:	means those clauses set out in the annex to European Commission's decision C(2010)593 for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of data protection;
Controller:	means Member or Facilitator is a Data Controller;
Controller's Data:	means Personal Data disclosed, transferred, shared, sent, or otherwise made available or accessible by Protect by Controller or to a third party for the purposes of this DPA including Card Holder Data;
Data Protection Laws:	means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements that apply to either of the Parties or any consumer or potential consumer related in any way to the privacy, confidentiality or security of Personal Data;
Data Subject:	means the identified or identifiable natural person to whom Personal Data relates;
Facilitator:	means the company which has signed a Facilitator's Agreement with Protect Financial;



GDPR:	means the General Data Protection Regulation of the European Union;
Information Security Incident:	means any threat or hazard to the security, confidentiality, integrity, availability or audit ability of Personal Data, including any actual or potential unauthorised access to, or unauthorised acquisition of, Personal Data;
ISO:	means International Organization for Standardization;
Member:	means the company which has signed an Agreement with Protect Financial;
Parties:	means the Processor and the Controller;
Personal Data:	has the meaning set out in the relevant Privacy Laws and include any information which identifies or could be reasonably used to identify an identifiable natural person (Data Subject), including names, addresses, email addresses, telephone numbers, social insurance/security numbers, government identification numbers, Cardholder Data or any other personally identifiable information, including copies of such information, and materials derived from such information, and any other information associated with all linked to such information;
PCI DSS:	means the Payment Card Information Data Security Standard;
Privacy and Information Security Requirements:	means a) Data Protection Laws B) PCI DSS and c) all applicable provisions of the Parties written information security requirements, policies, or procedures applicable to this DPA;
Processing or to Process:	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrievable, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
Processor:	means Protect Financial;

Protect:	means Protect Financial International and its affiliates and subsidiaries;
SAQD-SP:	means Self-Assessment Questionnaire D- Service Provider under PCI DSS;
Services:	means the services performed by Protect Financial to the Controller under its Membership or Facilitator's agreement;
Sub-processor:	means any person engaged by Protect Financial to Process Personal Data on behalf of the Controller;
Supervision Authority:	means anybody under the Data Protection Laws that has the authority to impose legal sanctions.

WHEREAS:

- A. The Member or Facilitator acts as a Controller.
- B. The Controller wishes to subcontract certain Services to Protect Financial which includes the Processing of Personal Data.
- C. The Parties seek to implement this DPA to comply with the Data Protection Laws.
- D. The Parties wish to lay down their rights and obligations.
- E. This DPA is in addition to the Agreement.

1. Privacy and Information Security Requirements

Protect Financial agrees:

- 1.1. to comply with the Data Protection Laws.
- 1.2. to engage Sub-processors in accordance with clause 8.
- 1.3. to develop, implement and maintain such organisation and technical security measures as are sufficient to meet its obligations under this DPA, whilst taking into account the nature of the processing.
- 1.4. to act only on the Controller's documented instructions.



2. EU Standard Contractual Clauses & PCI DSS

- 2.1.** Protect Financial shall not transfer any Personal Data to Processors or Sub-processors established in third countries which do not ensure an adequate level of Data Protection Laws and in consequence this DPA does not need to incorporate the EU's Contractual Clauses.
- 2.2.** Neither Protect Financial nor any Sub-processor handles card data and therefore PCI DSS compliance does not arise.

3. Order of Precedence

- 3.1.** This DPA is incorporated into and forms part of the Agreement. For matters not addressed in the DPA, the Agreement applies. In the event of conflict between the DPA and the Agreement, the DPA applies.

4. Employees, Agents or Contractors

- 4.1.** Protect Financial shall take reasonable steps to ensure the reliability of employees, agents or contractors who may have access to Personal Data, and to provide them if necessary with appropriate training on their responsibilities. Access to Personal Data shall be restricted to those requiring it to fulfil Protect Financial's obligations.
- 4.2.** Protect Financial shall ensure its employees, agents or contractors are subject to all Privacy and Information Security Requirements including informing them of the confidential nature of Personal Data.

5. Security

- 5.1.** Protect Financial implemented and shall continue to improve and implement appropriate technical and organisational measures to safeguard Personal Data, including protection against unauthorised or unlawful Processing and against unlawful or accidental destruction, alteration or damage or loss, unauthorised disclosure of, or access to, Personal Data, in accordance with the Data Protection Laws.
- 5.2.** Protect Financial shall delete Personal Data when requested to do so by Controller except that required for ongoing insurance purposes which shall be deleted as soon as it is no longer required.

6. Duration

- 6.1.** The duration (term) of this DPA is the same as the Agreement with the exception of any DPA provisions intended to survive termination. Any right to terminate the DPA separately before the termination of the Agreement shall be excluded to the extent permitted by applicable law.



- 6.2.** On termination of the Agreement, Protect Financial shall delete all Personal Data except that required for on-going insurance purposes which shall be deleted as soon as it is no longer required.

7. Processing of Controller's Personal Data

- 7.1.** Personal Data submitted by the Controller is the consumer's name. Where the consumer makes a payment, they do so direct to Protect Financial, and Personal Data received might include the consumer's identification, contact information, bank or credit card data, and medical records including those of an immediate family member.
- 7.2.** Protect Financial, and any Sub-Processor, shall not use or disclose Personal Data for any purpose other than the Admissible Purpose.
- 7.3.** Protect Financial shall provide assistance to the Controller in dealing with a Data Subject's complaint or a Supervision Authority's investigation, or a Data Protection Impact Assessment.

8. Sub-Processors

- 8.1.** Protect Financial may use one or more of the following Sub-processors and their affiliates:

Microsoft Corporation: our platform is hosted by Azure.

HCC International Insurance Co PLC: insure our liability to make reimbursements.

Allianz Global Corporate and Specialty SE: insures our liability to make reimbursements

Axis Capital Holdings Limited: insures our liability to make enhanced sick pay payments

Hiscox Insurance UK: insures our liability to make enhanced sick pay payments

- 8.2.** Protect Financial shall not use any other Sub-processor without the Controller's written consent, such consent not to be unreasonably withheld.

9. Data Subject Rights

- 9.1.** Taking into account the nature of Processing, Protect Financial shall assist the Controller to fulfil its obligations to respond to a Data Subjects requests exercising their individual rights.
- 9.2.** Protect Financial shall promptly notify Controller if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data.
- 9.3.** Protect Financial shall not respond to such requests except on the documented instructions of the Controller or as required by any Data Protection Law, in which case Protect Financial



shall, to the extent permitted by law, inform Controller of that legal requirement before responding to the request.

10. Audit

- 10.1.** The Controller has the right to audit Protect Financial's data security policies, practices and procedures and its compliance with this section on reasonable notice.

11. Information Security Incident

- 11.1.** Protect Financial shall inform Controller promptly in writing of any Information Security Incident involving Personal Data of which it becomes aware, to include reasonable detail about the effect and/or anticipated effect on the Controller, and the corrective action being taken by Protect Financial.
- 11.2.** In the event of an Information Security Incident involving Controller's Personal Data Processed by Protect Financial, Protect Financial shall promptly take all necessary corrective actions, at its cost and expense, and cooperate with Controller in all reasonable and lawful efforts to mitigate the effects of such Information Security Incident and Protect Financial shall reimburse reasonable costs incurred by Controller in relation to such Information Security Incident.

12. Indemnities

- 12.1.** Protect Financial shall indemnify Controller and its representatives and hold Controller harmless from and against any reasonable costs resulting from Protect Financial's non-compliance with Privacy Laws which are a direct consequence of the actions or omissions of Protect Financial.
- 12.2.** Controller shall indemnify Protect Financial and its representatives and hold Protect Financial harmless from and against any reasonable costs resulting from Controller's non-compliance with Privacy Laws which are a direct consequence of the actions or omissions of Controller.

13. Change Requests

- 13.1.** Any request made by the Controller to change Protect Financials' security of Personal Data or Processing due to changes in the Privacy Laws or industry standards, shall be made in writing and require written acceptance by Protect Financial.

14. Notices & Governing Law

- 14.1.** Same as per the Agreement.



Privacy & Cookie Policy

This privacy and cookies policy governs the collection, storage and use of personal information collected by us, Protect Financial International, via our websites at www.protectgroup.co, www.protect.financial (the "Website"). It provides you with details about the personal information we collect from you, how we store and use your personal information and your rights to control personal information we hold about you.

Please read this privacy and cookies policy carefully – by accessing or browsing this Website, you confirm that you have read, understood and agree to this privacy and cookies policy in its entirety. If you do not agree to this privacy and cookies policy in its entirety, you must not use this Website.

This privacy and cookies policy was last updated on 1st May 2021. Please check back regularly to keep informed of updates to this privacy and cookies policy.

Who we are

Protect Financial International ("we", "our", "us") is a company registered in England and Wales No. 13096245 whose registered office is at Suite 3, 14 Crown Point Road, Leeds, LS10 1EL.

We are the data processor under the Data Protection Act 2018 and are registered under that act under the following registration number ZB066061.

We respect your right to privacy and will only process personal information you provide to us in accordance with the Data Protection Act 2018, the Privacy and Electronic Communications Regulations (PECR) and other applicable data privacy laws including the General Data Protection Regulation (GDPR).

If you have any questions about how we collect, store and use personal information, or if you have any other privacy-related questions, you can contact our Data Protection Officer by any of the following means:

- e-mail us at: dataprivacy@protectgroup.com
- or write to us at: DPO, Protect Financial International Suite 3, 14 Crown Point Road, Leeds, LS10 1EL.

A quick word about children

We do not and will not knowingly collect information from any unsupervised child under the age of 18. If you are under the age of 18, you may not use this Website unless you have the consent of, and are supervised by, a parent or guardian.

The personal information we collect about you



When you access and browse this Website (including when you contact us and/or submit personal information to us through data entry fields on the Website), we may collect the following information from you:

- your name;
- your phone, and e-mail details;
- information to support an enhance sick pay application including identification documents, medical certification or details where appropriate;
- details of your use of our Website including but not limited to metrics information about when and how you use the Website, traffic data and/or your geographical location data.

We may combine information we receive about you from other sources with the information that you give to us. We may use that information and the combined information for the purposes set out below.

How we may store and use your information

We (or third-party data sub-processors acting on our behalf) may collect, store and use your personal information listed above for the following purposes:

- to make this Website available to you and to provide you with content which is tailored to your individual tastes;
- to provide you with services that you request and get your feedback on such services;
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- where you have given us your consent, to contact you (including by SMS and e-mail) with other products and services which we think may interest you;
- and where you have given us your consent, to disclose your personal information to carefully chosen third parties so that they may contact you (including by SMS and e-mail) with products and services which they think may interest you.

Disclosure of your information

We may share your personal information including but not limited to your name and address with any member of our Group, which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in s.1159 of the UK Companies Act 2006.

We will not disclose, sell or rent your personal information to any third party unless you have consented to this. If you do consent but later change your mind, you may contact us using the contact details above and we will cease any such activity.

However, if a third party acquires all (or substantially all) of our business and/or assets, we may disclose your personal information to that third party in connection with the acquisition. We may



also disclose your personal information where we are required to do so by applicable law, by a governmental body or by a law enforcement agency.

Finally, we may also collect anonymised details about visitors to our Website for the purposes of aggregate statistics or reporting purposes. However, no single individual will be identifiable from the anonymised details we collect for these purposes.

International transfers

We may transfer personal information that we collect from you to third party data processors located in countries that are outside of the European Economic Area in connection with the above purposes. By continuing to use our Website you consent to us making such transfers. Please be aware that countries which are outside the European Economic Area may not offer the same level of data protection as the United Kingdom, although our collection, storage and use of your personal data will continue to be governed by this privacy and cookies policy.

Cookies

Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you browse our Website and also allows us to improve our website. It collects standard internet log information and visitor behaviour information. This information is used to track visitor use of the Website and to compile statistical reports on Website activity. A cookie is a small text file that we store within your browser or the hard drive of your computer, if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies;

- **Strictly necessary cookies.** These are cookies that are required for the operation of our Website. They include, for example, cookies that enable you to log into secure areas of our Website. Most web browsers are set to automatically accept cookies as the default setting. If you do not want to receive cookies you can block them by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our Website.
- **Tracking cookies.** This software is provided by Google Analytics which uses them to track visitor usage. The software will save a cookie to your computers hard drive in order to track and monitor your engagement and usage of the website, but will not store, save or collect personal information. You can read Google's privacy policy here for further information <http://www.google.com/privacy.html>.
- **For further information** visit www.aboutcookies.org or www.allaboutcookies.org.

Security



Whilst we take appropriate technical and organisational measures to safeguard the personal information that you provide to us, no transmission over the Internet can ever be guaranteed secure. Consequently, please note that we cannot guarantee the security of any personal information that you transfer over the Internet to us.

Your rights

You have the following rights:

- the right to ask us to provide you with copies of personal information that we hold about you at any time;
- the right to ask us to delete, update and correct any out-of-date or incorrect personal information that we hold about you free of charge; and
- the right to object and opt out of any marketing communications or automated processing that we (or any third party to whom we have disclosed your personal information with your consent) may send you.

If you wish to exercise any of the above rights, please contact us using the contact details above.

Third party sites

This Website contains links to other websites operated by third parties. Please note that this privacy and cookies policy applies only to the personal information that we collect through this Website and we cannot be responsible for personal information that third parties may collect, store and use through their website. You should always read the privacy and cookies policy of each website you visit carefully.

Changes to our privacy and cookies policy

Any changes we may make to our privacy and cookies policy in future will be posted on this page. Please check back frequently to see any updates or changes. Your continued use of the Website after any modification to the privacy and cookies policy will constitute your acceptance of such modification.

