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## PRIVACY POLICY

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### BACKGROUND:

This Policy applies as between you, the User of this Web Site and WisePay as Provider of this Web Site. This Policy applies to our use of any and all Data collected by us in relation to your use of the Web Site and any Services or Systems therein.

### 1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Web Site;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Cookie”</b>	means a small text file placed on your computer by Provider when you visit certain parts of this Web Site. This allows us to identify recurring visitors and to analyse their browsing habits within the Web Site. Where e-commerce facilities are provided, Cookies may be used to store your shopping cart.
<b>“Data”</b>	means collectively all information that you submit to the or that an Organisation submits to Web Site on behalf of the User. This includes, but is not limited to, Account details and information submitted using any of the Providers Services or Systems;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that the Provider makes available through the Web Site either now or in the future;
<b>“System”</b>	means any online communications infrastructure that the Provider makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any party that accesses the Web Site;
<b>“Organisation”</b>	means the organisation who has commissioned the Provider to provide the Services to the User/Users
<b>“Web Site”</b>	means the website that you are currently using and any sub-domains of this site unless expressly excluded by their own terms and conditions.

## 2. **Data Collected**

Without limitation, any of the following Data may be collected:

- 2.1 name;
- 2.2 date of birth;
- 2.3 gender;
- 2.4 job title;
- 2.5 profession;
- 2.6 contact information such as email addresses and telephone numbers;
- 2.7 demographic information such as post code, preferences and interests;
- 2.8 financial information such as credit / debit card numbers;
- 2.9 IP address (automatically collected);
- 2.10 web browser type and version (automatically collected);
- 2.11 operating system (automatically collected);
- 2.12 a list of URLs starting with a referring site, your activity on this Web Site, and the site you exit to (automatically collected); and
- 2.13 Cookie information (see clause 10 below).]

## 3. **Our Use of Data**

- 3.1 Any personal Data you submit or which is submitted to the Provider by an Organisation on behalf of the User will be retained by the Provider for as long as you use the Services and Systems provided on the Web Site.
- 3.2 All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998.
- 3.3 Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Web Site. Specifically, Data may be used by us for the following reasons:
  - 3.3.1 internal record keeping;
  - 3.3.2 improvement of our products / services;
  - 3.3.3 transmission by email of promotional materials and Services that may be of interest to you;
  - 3.3.4 contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Web Site.

## 4. **Third Party Web Sites and Services**

- 4.1 The Provider may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do have access to certain personal Data provided by Users of this Web Site. Any Data used by such parties is used only to the extent required by them to perform the services that Provider

and Organisation requests. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties must be processed within the terms of this Policy and in accordance with the Data Protection Act 1998.

The Organisation who has commissioned the Provider to provide Services also has access to User Data to enable them to perform the services they have requested. Any data that is processed by the Organisation must be processed within the terms of this Policy and in accordance with the Data Protection Act 1998.

## **5. Your Right to Withhold Information**

5.1 You may access certain areas of the Web Site without providing any Data at all. However, to use all Services and Systems available on the Web Site you may be required to submit Account information or other Data.

## **6. Accessing your own Data**

6.1 You may access your Account at any time to view or amend the Data. You may need to modify or update your Data if your circumstances change. Additional Data as to your marketing preferences may also be stored and you may change this at any time.

6.2 You have the right to ask for a copy of your personal Data on payment of a small fee.

## **7. Cookies**

7.1 The Provider may set and access Cookies on your computer.

7.2 A Cookie is a small file that resides on your computer's hard drive and often contains an anonymous unique identifier and is accessible only by the web site that placed it there, not any other sites.

7.3 You may delete Cookies, however you may lose any information that enables you to access and use the Web Site.

## **8. Changes to this Policy**

The Provider reserves the right to change this Privacy Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Web Site and you are deemed to have accepted the terms of the Policy on your first use of the Web Site following the alterations.