



GDPR Policy

This Data Privacy Addendum (“Addendum”) is subject to the terms of, and fully incorporated and made part of, the Smart Solutions Group (“SSG”) Terms and Conditions, located at <https://www.mysmartgroup.co.uk/terms-and-conditions/>. It applies in respect of the provision of the SSG Services to the Customer if the Processing of User Personal Data is subject to the GDPR, only to the extent the Customer is a Controller (or Processor, as applicable) of User Personal Data and SSG is a Processor or sub-Processor of User Personal Data (as defined below). This Addendum shall amend and supplement any provisions relating to the processing of User Personal Data contained in the any Agreements, and shall be effective for the term of the Agreements.

1. Definitions

1.1. For the purposes of this Addendum:

- “User Personal Data” means Personal Data uploaded to or published, displayed or backed up through the SSG Services, as further described under Section 3 of this Addendum;
- “GDPR” means the General Data Protection Regulation (EU) 2016/679, together with any national implementing laws in any Member State of the European Union, as amended, repealed, consolidated or replaced from time to time; and
- “Personal Data”, “Personal Data Breach”, “Data Subject”, “Data Protection Authority”, “Data Protection Impact Assessment”, “Process”, “Processor” and “Controller” will each have the meaning given to them in Article 4 of the GDPR.

1.2. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

2. Details Of The Processing

2.1. **Categories of Data Subjects.** This Addendum applies to the Processing of User Personal Data relating to Customer’s clients or prospects, suppliers, business partners, vendors and other end users,

the extent of which is determined and controlled by Customer in its sole discretion.

2.2. Types of Personal Data. User Personal Data includes Personal Data, the extent of which is determined and controlled by Customer in its sole discretion, contained in any applications, files, data, information or other content uploaded to or published, displayed or backed up by Customer or its end users through the SSG Services.

3. Processing Of User Personal Data

3.1. For purposes of this Addendum, Customer and SSG agree that Customer is the Controller of User Personal Data and SSG is the Processor of such data, except when Customer acts as a Processor of User Personal Data, in which case SSG is a sub-Processor. If Customer is a Processor, Customer warrants that Customer's instructions to SSG with respect to that User Personal Data, including Customer's designation of SSG as a sub-Processor, have been authorized by the relevant Controller.

3.2. SSG will only Process User Personal Data on behalf of and in accordance with the Customer's prior written instructions and for no other purpose. SSG is hereby instructed to Process User Personal Data to the extent necessary to enable SSG to provide the SSG Services in accordance with the Agreement.

3.3. Each of the Customer and SSG will comply with their respective obligations under the GDPR, to the extent applicable to the Processing of any User Personal Data in the context of the provision of the SSG Services. Customer will (i) comply with all applicable privacy and data protection laws with respect to Customer's Processing of User Personal Data and any Processing instructions that Customer issues to SSG, and (ii) ensure that Customer has obtained (or will obtain) all consents and rights necessary for SSG to Process User Personal Data in accordance with this Addendum.

3.4. For Customers located in the European Economic Area or Switzerland, Customer acknowledges that SSG may process User Personal Data in countries outside of the European Economic Area and Switzerland as necessary to provide the SSG Services and in accordance with the terms of this Addendum. Where this is the case, SSG will take such measures as are necessary to ensure that the transfer is in compliance with applicable data protection laws.

3.5. The Customer acknowledges that SSG is reliant on the Customer for direction as to the extent to which SSG is entitled to use and Process User Personal Data on behalf of Customer in performance of the SSG Services. Consequently SSG will not be liable under the Agreement for any claim brought by a Data Subject arising from any action or omission by SSG, to the extent that such action or omission resulted directly from the Customer's instructions or from Customer's failure to comply with its obligations under the applicable data protection law.

3.6. If for any reason (including a change in applicable law) SSG becomes unable to comply with any instructions of the Customer regarding the Processing of User Personal Data, SSG will (a) promptly

notify the Customer of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law; and (b) cease all Processing of the affected User Personal Data (other than merely storing and maintaining the security of the affected User Personal Data) until such time as the Customer issues new instructions with which SSG is able to comply. If this provision applies, SSG will not be liable to Customer under the Agreement in respect of any failure to perform the SSG Services due to its inability to process User Personal Data until such time as the Customer issues new instructions in regard to such Processing.

4. Confidentiality

4.1. SSG will ensure that any person whom Customer authorises to Process User Personal Data on its behalf is subject to confidentiality obligations in respect of that User Personal Data.

5. Security Measures

5.1. SSG will implement appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to User Personal Data.

5.2. SSG will, at the Customer's request and subject to the Customer paying all of SSG's fees at prevailing rates, and all expenses, provide the Customer with assistance necessary for the fulfilment of the Customer's obligation to keep User Personal Data secure.

6. Sub-processors

6.1. Customer authorises SSG to engage sub-Processors to perform specific services on SSG's behalf which may require such sub-Processors to Process User Personal Data. If SSG engages a sub-Processor to Process any User Personal Data, it will

- inform Customer of any intended changes concerning the addition or replacement of such sub-Processors, to the greatest extent permitted by applicable law, and Customer will have an opportunity to object to such changes on reasonable grounds within fifteen (15) business days after being notified. If the parties are unable to resolve such objection, either party may terminate the Agreement by providing written notice to the other party;
- keep the Customer informed if there is any change to the role or status of the sub-Processor; and
- enter into a written agreement with the sub-Processor that imposes on the sub-Processor the same obligations that apply to SSG under the Addendum.

7. Data Subject Rights

7.1. SSG will, at the Customer's request and subject to the Customer paying all of SSG's fees at prevailing rates, and all expenses, provide the Customer with assistance necessary for the fulfillment of the Customer's obligation to respond to requests for the exercise of Data Subjects' rights. Customer shall be solely responsible for responding to such requests.

8. Security Breaches

8.1. SSG will:

notify the Customer as soon as practicable after it becomes aware of any Personal Data Breach affecting any User Personal Data; and

at the Customer's request and subject to the Customer paying all of SSG's fees at prevailing rates, and all expenses, promptly provide the Customer with all reasonable assistance necessary to enable the Customer to notify relevant security breaches to the relevant Data Protection Authorities and/or affected Data Subjects.

9. Data Protection Impact Assessment; Prior Consultation

9.1. SSG will, at the Customer's request and subject to the Customer paying all of SSG's fees at prevailing rates, and all expenses, provide the Customer with reasonable assistance to facilitate:

- the conduct of Data Protection Impact Assessments if the Customer is required to do so under the GDPR; and
- consultation with Data Protection Authorities, if the Customer is required to engage in consultation under the GDPR, in each case solely to the extent that such assistance is necessary and relates to the Processing by the SSG of the User Personal Data, taking into account the nature of the Processing and the information available to SSG.

10. Deletion of User Personal Data

10.1. On expiration of the Agreement, Customer instructs SSG to permanently and securely delete all User Personal Data in the possession or control of SSG or any of its sub-Processors, within a reasonable period of time (unless the applicable law of the EU or of an EU Member State requires otherwise), except if the Customer requests, prior to expiration of the Agreement, to have access to the SSG Services in order to retrieve User Personal Data in accordance with Clause 9(d) of the Agreement.

11. Information

11.1. SSG will, at Customer's request and subject to the Customer paying all of SSG's fees at prevailing rates, and all expenses, provide the Customer with all information necessary to enable the Customer to demonstrate compliance with its obligations under the GDPR, and allow for and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer, to the extent that such information is within SSG's control and SSG is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

12. Order of Precedence

12.1. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement, the provisions of this Addendum shall prevail.

Website Privacy Policy

1. GENERAL

Smart Solutions Grp Ltd together are committed to protecting and respecting your privacy. For the purposes of data protection legislation, we are the data controller and we will process your personal data in accordance with the General Data Protection Regulation (EU) 2016/679 and national laws which relate to the processing of personal data. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

2. VISITORS TO OUR WEBSITE

2.1 We may collect and process personal data about you in the following circumstances:

2.1.1 when you complete forms on our website ("Site"). This includes your name, address, email and telephone number, which is provided at the time of registering to use our Site, where you ask us to contact you about our goods or services, subscribe to our mailing list, or subscribe/request our goods and services;

2.1.2 whenever you provide information to us when reporting a problem with our Site, making a complaint, making an enquiry or contacting us for any other reason. If you contact us, we may keep a record of that correspondence;

2.1.3 details of your visits to our Site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise, and the resources that you access (see section 2.2.2 on Cookies below); and

2.1.4 whenever you disclose your information to us, or we collect information from you in any other way, through our Site.

2.2 We may also collect data in the following ways:

IP Address

2.2.1 We may collect information about your device, including where available your Internet Protocol address, for reasons of fraud protection. We may also collect information about your device's operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies

2.2.2 Our Site uses cookies to distinguish you from other users of our Site. This helps us to provide you with a good experience when you browse our Site and also allows us to improve

our Site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy.

2.3 We may use your personal data for our legitimate interests in order to:

2.3.1 provide you with information, or services that you requested from us;

2.3.2 allow you to participate in interactive features of our Site, when you choose to do so;

2.3.3 ensure that content from our Site is presented in the most effective manner for you and for your device;

2.3.4 improve our Site and services;

2.3.5 process and deal with any complaints or enquiries made by you; and

2.3.6 contact you for marketing purposes where you have signed up for these (see section 6 for further details).

Website Links

Our Site may, from time to time, contain links to and from the websites of third parties. Please note that if you follow a link to any of these websites, such websites will apply different terms to the collection and privacy of your personal data and we do not accept any responsibility or liability for these policies. When you leave our Site, we encourage you to read the privacy notice/policy of every website you visit.

3. CUSTOMERS

3.1 We will collect details such as your name, address, phone number and email address when you order goods or services from us either via our Site or linked social media sites / other third party partner sites. We will use this information to process your order and comply with our contractual obligations.

3.2 In order to perform our contract with you, we may also need to share personal data with third parties such as payment providers and postal service organisations to assist in the delivery of goods or services you have ordered; this could include third party couriers or warranty providers.

3.3 We may also advertise your feedback on our website and marketing materials (subject to obtaining your prior consent where necessary);

3.4 We will retain your information as long as we require this to provide you with the goods or services ordered from us and for a period of 6 years afterwards. Where you have subscribed to receive marketing correspondence from us we will keep your personal data for the period of time described in section 6 below.

4. SUPPLIERS

We will collect details such as your employee names, telephone numbers and email addresses in order to contact you about goods or services ordered with you, to place further orders and to pay you for the goods and/or services supplied. We will keep the personal data for 6 years further to being provided with the goods/services.

5. IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide the data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example to provide you with our goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

6. MARKETING

6.1 In addition to the uses described in sections 2-4 above, where you indicate you would like to receive marketing correspondence from us, subscribe to our mailing lists or newsletters, enter into any of our competitions or provide us with your details at networking events, we may use your personal data for our legitimate interests in order to provide you with details about our goods, services, business updates and events, which we think may be of interest.

6.2 You have the right to opt-out of receiving the information detailed in section 6.1 at any time. To opt-out of receiving such information you can:

6.2.1 tick the relevant box situated in the form on which we collect your information;

6.2.2 clicking the unsubscribe button contained in any such communication received; or

6.2.3 email us at info@mysmartgroup.co.uk or call us on 03303800900 providing us with your name and contact details.

6.3 Where you have subscribed to receive marketing correspondence from us we will keep personal data 3 years from when you last interacted with us.

6.4 From time to time we may market on behalf of other companies, for example by adding banners to our website pages. Clicking on these links will direct you to a third-party site, where you should consult their privacy policy. We will not share your personal data with any third parties without your prior consent.

7. MONITORING AND RECORDING

We may monitor and record communications with you (such as telephone communications and emails) for the purpose of training, fraud prevention and compliance. We also have CCTV cameras installed in our premises for the purpose of crime prevention and for health and

safety reasons. Please contact info@mysmartgroup.co.uk for details on how long we store this information for.

8. AUTOMATED PROCESSING

8.1 We may occasionally consult with third party marketing organisations who use automated processing of anonymised personal data to make recommendations on economic or predictable consumer purchasing behaviours. We do not make decisions which affect an individual based purely on automated processing activities.

8.2 We occasionally carry out a credit checks on customers:

8.2.1 so that we can make credit decisions about you; and

8.2.2 to prevent fraud and money laundering.

8.3 Our search may be recorded on the files of the credit reference agency.

8.4 If further to undertaking a credit check you receive a low credit score, we reserve the right not to supply you with goods or services on credit and/or require upfront payment for the goods or services you wish to purchase. In this case a member of our team will notify you.

8.5 If you provide false or inaccurate information and we suspect fraud, we will record this. if you want to see your credit file, please contact our Customer Services team who will provide you with contact details for the Credit Agency used.

9. LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA

9.1 We will only use your personal data where the law allows us to. Most commonly, we will use your personal data in the following circumstances:

9.1.1 for performance of a contract we enter into with you;

9.1.2 where necessary for compliance with a legal or regulatory obligation we are subject to;

9.1.3 where necessary to protect your vital interests; and

9.1.4 for our legitimate interests (as described within this policy) and your interests and fundamental rights do not override these interests.

10. DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES

10.1 In addition to the third parties mentioned above, we may disclose your information to third parties for our following legitimate interests as follows:

10.1.1 to staff members in order to facilitate the provision of goods or services to you;

10.1.2 to our affiliated entities to support internal administration;

10.1.3 IT software providers that host our website and store data on our behalf;

10.1.4 professional advisers including consultants, lawyers, bankers and insurers who provide us with consultancy, banking, legal, insurance and accounting services;

10.1.5 HM Revenue and Customs, regulators and other authorities who require reporting of processing activities in certain circumstances; and

10.1.6 third parties who we may choose to sell, transfer or merge parts of our business or assets. Alternatively, we may seek to acquire other business or merge with them. If a change happens to our business then the new owners may use your personal data in the same way as set out in this privacy policy.

10.2 We may disclose personal data to the police, regulatory bodies, legal advisors or similar third parties where we are under a legal duty to disclose or share personal data in order to comply with any legal obligation, or in order to enforce or apply our website terms and conditions and other agreements; or to protect our rights, property, or safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

10.3 We will not sell or distribute personal data to other organisations without your approval.

11. CROSS-BORDER DATA TRANSFERS

11.1 Where permitted by applicable law, we may transfer your personal data to the United States and other jurisdictions outside the European Economic Area ('EEA') for the purposes set out in this privacy policy. We have implemented standard contractual clauses approved by the European Commission with those organisations along with using companies who are participants in the EU-US Privacy Shield.

12. DATA SECURITY

12.1 Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

12.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your information transmitted to our Site; any transmission is at your own risk.

12.3 Information you provide to us is shared on our secure servers. We have implemented appropriate physical, technical and organisational measures designed to secure your information against accidental loss and unauthorised access, use, alteration or disclosure. In addition, we limit access to personal data to those employees, agents, contractors and other third parties that have a legitimate business need for such access.

13. ACCESS TO, UPDATING, DELETING AND RESTRICTING USE OF PERSONAL DATA

13.1 It is important that the personal data we hold about you is accurate and current. Please keep us informed if the personal data we hold about you changes.

13.2 Data protection legislation gives you the right to object to the processing of your personal data in certain circumstances or withdraw your consent to the processing of your personal data where this has been provided. You also have the right to access information held about you and for this to be provided in an intelligible form. If you would like a copy of some or all of your personal information, please send an email to info@mysmartgroup.co.uk. In certain circumstances we reserve the right to charge a reasonable fee to comply with your request.

13.3 You can also ask us to undertake the following:

13.3.1 update or amend your personal data if you feel this is inaccurate;

13.3.2 remove your personal data from our database entirely;

13.3.3 send you copies of your personal data in a commonly used format and transfer your information to another entity where you have supplied this to us, and we process this electronically with your consent or where necessary for the performance of a contract; or

13.3.4 restrict the use of your personal data.

13.4 We may request specific information from you to help us confirm your identity and your right to access, and to provide you with the personal data that we hold about you or make your requested changes. Data protection legislation may allow or require us to refuse to provide you with access to some or all the personal data that we hold about you or to comply with any requests made in accordance with your rights referred to above. If we cannot provide you with access to your personal data, or process any other request we receive, we will inform you of the reasons why, subject to any legal or regulatory restrictions.

13.5 Please send any requests relating to the above to our Data Protection Officer at info@mysmartgroup.co.uk specifying your name and the action you would like us to undertake.

14. RIGHT TO WITHDRAW CONSENT

Where you have provided your consent to the collection, processing and transfer of your personal data, you have the legal right to withdraw your consent under certain circumstances. To withdraw your consent, if applicable, please contact us at info@mysmartgroup.co.uk

15. CHANGES TO OUR PRIVACY POLICY

We reserve the right to update this privacy policy at any time, and any changes we make to our privacy policy will be posted on this page. We will notify you if there are any changes to this policy that materially affect how we collect, store or process your personal data. If we would like to use your previously collected personal data for different purposes than those we notified you about at the time of collection, we will provide you with notice and, where required by law, seek your consent, before using your personal data for a new or unrelated purpose. We may process your personal without your knowledge or consent where required by applicable law or regulation.

16. CONTACT US

We have appointed a Data Protection Officer to oversee compliance with this privacy policy. If you have any questions, comments or requests regarding this policy or how we use your personal data please contact our Data Protection Officer at info@mysmartgrou.co.uk. This is in addition to your right to contact the Information Commissioners Office if you are unsatisfied with our response to any issues you raise at <https://ico.org.uk/global/contact-us/>

Website Cookies Policy

1. COMPUTING COOKIES

Cookies are tiny files that help track the use of the site and to personalise your journey. These cookies can be stored so that if you return to a website, that website server can call the information from the cookies stored on your computer to tailor your experience of the site.

Smart Solutions are no different; we use cookies to help you shop our website more effectively. We do not store personally identifiable information in our cookie data. We also use some carefully selected 3rd party suppliers to enhance your online experience and they will place cookies on your computer for use on our website too.

Cookies are perfectly safe to be stored on your computer and almost all web browsers have cookie storing enabled as default. However, all browsers have the option of disabling cookies being stored on your computer if you wish to do this.

Please be aware that disabling cookies on your browser may reduce your ability to use certain parts of the site. We use cookies to process products in your basket and orders. Disabling your cookies will mean you cannot purchase through our website.

This would also be a common experience of reduced functionality across many websites.

2. THIRD PARTY COOKIES

When you visit Mysmartgroup.co.uk you may notice some cookies that aren't related to Smart Solutions. If you go on to a web page that contains embedded content, for example from YouTube, you may be sent cookies from these websites. We don't control the setting of these cookies, so we suggest you check the third-party websites for more information about their cookies and how to manage them.

If you take the opportunity to 'share' Smart Solutions content with friends through social networks - such as Facebook and Twitter - you may be sent cookies from these websites. We don't control the setting of these cookies, so please check the third-party websites for more information about their cookies and how to manage them.

3. FURTHER INFORMATION ABOUT COOKIES

If you'd like to learn more about cookies in general and how to manage them, visit aboutcookies.org. If you'd like to opt out of cookies, please go to the [Network Advertising Initiative website](#).

Please note that we're not responsible for the content of external websites.

4. HOW DO I OPT OUT OF COOKIES?

You can manage the cookies that you allow on your computer through the internet browser that you use. You can also ask to be alerted every time a cookie is offered. There are instructions on how to manage your cookies using the most popular internet browsers below:

Find out which internet browser you use

1. On a PC: click on 'Help' at the top of your browser window and select 'About'
2. On an Apple Mac: click on the Apple menu and select 'About' (make sure the browser is open)

Opting out of cookies in Internet Explorer

Internet Explorer allows you to select the level of cookie filter on the basis of the source of the cookie and whether the source has a privacy policy.

1. Choose 'Tools'
2. Click on 'Internet Options'
3. Click the 'Privacy' tab
4. Move the slider to choose your settings
5. For more detailed privacy settings click on 'Advanced'

Opting out of cookies in Safari

1. Choose 'Preferences' from Safari menu
2. Select 'Security'
3. Cookie settings are shown
4. Choose your settings

Opting out of cookies in Google Chrome

As a default, Google Chrome allows all cookies. You can manage the behaviour of first-party and third-party cookies or even block them completely.

1. Click on the 'Tools' menu
2. Select 'Options'
3. Click the 'Under the Bonnet' tab
4. Find the 'Privacy' section
5. Click 'Content settings'
6. Click the 'Cookie settings' tab and choose your settings

Opting out of cookies in Mozilla Firefox

You can configure which sites are allowed to set cookies, how long to keep them for, and view and manage your existing cookies.

1. Click on 'Menu', then 'Options'
2. Select 'Privacy'
3. Select 'Cookies'
4. Choose your settings

Opting out of Flash Cookies

If you'd like to control the use of Flash Cookies on your computer, [Adobe's website](#) offers tools to do this.