

Data Privacy Policy and Agreement

Unless otherwise stated, the defined terms set out in our terms and conditions available on our website <https://www.fullscaledigital.co.uk/> (**Terms and Conditions**) shall apply to this Data Privacy Policy. If you have any queries in relation to this Data Privacy Policy, please contact us at legal@fullscaledigital.co.uk. We may update this Data Privacy Policy from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. We will endeavour to notify you of any updates to these Data Privacy Policy, but we recommend that you check for any updates periodically to ensure your full compliance.

For the purposes of the below terms, the terms Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing shall have the meaning given to them in the UK General Data Protection Regulation (GDPR), unless such meaning is in conflict with any other applicable data protection legislation which may be in force from time to time (together, **Data Protection Legislation**), in which case the meaning in that legislation shall prevail.

By browsing or using our Website, contacting us via our Website, submitting an order for or using our Services, you agree to these terms governing your use of our Website and our Services. If you do not accept these terms, then you must not use our Website, contact us, submit any order for or use our Services. We are a Controller of Personal Data that is collected and processed through the Website and/or which belongs to personnel of our customers which is processed for the purposes of performing the Services. Our role under Data Protection Legislation in respect of Personal Data belonging to leads of our customers processed as part of the Services is dealt with below in these terms.

Processing of Personal Data relating to one another's personnel for the purposes of the Services:

1. We each:
 - (a) consent to the other holding and Processing any Personal Data collected about the other's personnel (including names and email addresses of employees, agents and directors) for the purpose of administering and managing the Contract and performing and receiving the Services;
 - (b) acknowledge that Personal Data shall be processed in accordance with Data Protection Legislation; and
 - (c) shall comply with all Data Protection Legislation whilst providing and receiving the Services and otherwise performing our rights and obligations under the Contract.

We set out below more information about how we collect, use and store Personal Data relating to your personnel:

2. **How we collect Personal Data.** We collect Personal Data that you voluntarily provide to us through our Website, when performing the Services, when you

express an interest in obtaining information about the Services, or when you otherwise contact us. We may automatically collect Personal Data when you visit, use or navigate our Website.

3. **What Personal Data we collect.** The Personal Data we may collect is your name, email address and phone number. We may also collect further Personal Data through the recording of our calls with you. We will only record calls in accordance with Data Protection Legislation for training, quality and/or monitoring purposes and will notify you before any call with you is recorded. Some information we collect through our Website does not specifically identify you, but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use the Website and other technical information. Such information is primarily required in order to maintain the security and operation of the Website, and for our internal analytics and reporting purposes. We also collect information through cookies and similar technologies: please refer to our cookies policy in relation to this: [Cookie Policy - Fullscale Digital | Double Glazing & KBB Leads & Appointments](#).
4. **Why we collect your Personal Data.** We collect your Personal Data in order to:
 - perform the Services, including to communicate with you in relation to Leads secured and to make bookings in relation to your company's goods or services;
 - request feedback and to contact you about your use of our Services and the Website;
 - ensure the safety and security of the Website (for example, for fraud monitoring and prevention);
 - enforce these terms and any other applicable policies or to comply with legal and regulatory requirements; and
 - undertake data analysis, identify usage trends, determine the effectiveness of our promotional campaigns and to evaluate and improve the Website and our Services.
5. **Marketing communications.** We may also use Personal Data in order to send you marketing communications about our Services. However, where required under Data Protection Legislation, we will request your consent before doing so, and you can contact us to request that we stop sending you marketing communications at any time. Note that if you opt out from receiving marketing communications, you will still receive service-related communications that are essential for administrative or customer service purposes.
6. **When we may share your Personal Data.** We may share or transfer your Personal Data:
 - if you have given us specific consent to do so for a specific purpose;

- if it is reasonably necessary in order to achieve our legitimate business interests (primarily, to perform the Services);
- where we are legally required to do so in order to comply with applicable law, governmental requests or court orders; and
- where we believe it is necessary to investigate, prevent, or take action regarding potential violations of these terms, our policies, suspected fraud, any other illegal activities, or as evidence in litigation in which we are involved.

7. **Who we may share your Personal Data with.** We will only share and disclose your Personal Data with:

- our CRM platform provider; and
- any other entities or persons to whom you consent to us sharing your Personal Data.

Transferring Personal Data to our CRM provider will involve a transfer outside the UK to a country that does not provide the same level of data protection as is provided by Data Protection Legislation. However, we will ensure a similar degree of protection is afforded to it by ensuring that appropriate safeguards are in place in accordance with Data Protection Legislation. You can contact us to request information about the safeguards that are implemented in respect of such transfer.

8. **How long we will keep your Personal Data.** We will only retain your Personal Data for as long as it is necessary for us to perform the Services and as otherwise set out under these terms, unless a longer retention period is required by applicable law (such as tax, accounting or other legal requirements). When we have no ongoing legitimate business need to process your Personal Data, we will delete or anonymize the same, or, if this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further Processing until deletion becomes possible.

9. **Technological and security measures.** We have implemented appropriate technical and organisational security measures in order to safeguard your Personal Data. However, we cannot guarantee the security of transactions or transfers taking place over the internet or internet storage technology and it is possible that our security measures may be compromised by hackers, cybercriminals, or other unauthorised third parties who may collect, access, steal, or modify your Personal Data. We bear no liability for this. However, we have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so. In addition, we limit access to your Personal Data to those employees, agents, contractors and other third parties who have a business need to know. Such third parties will only Process

your Personal Data on our instructions, and they are subject to appropriate terms of confidentiality.

10. **Privacy rights.** Within the UK, you have certain rights under Data Protection Legislation. These include the right (i) to request access and obtain a copy of your Personal Data; (ii) to request rectification or erasure; (iii) to restrict the Processing of your Personal Data; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the Processing of your Personal Data. To make such a request, please contact us at legal@fullscaledigital.co.uk. We will consider and act upon any such request in accordance with Data Protection Legislation.
11. **Withdrawing consent.** If we are relying on your consent to Process your Personal Data, you have the right to withdraw your consent at any time. Please note, however, that this will not affect the lawfulness of the Processing before its withdrawal, nor will it affect the Processing of your Personal Data conducted in reliance on lawful processing grounds other than consent.

Processing of Lead Personal Data through the Services

By placing an Order for the Services, you agree to the following terms in relation to the Processing of the Personal Data belonging to Leads (**End User's Personal Data**) as part of the Services:

12. Under Data Protection Legislation:
 - (a) you are the Controller in relation to the End User's Personal Data which you submit and Process through the Platform and we are the Processor of such Personal Data strictly for the purposes of providing and managing your access to the Platform;
 - (b) in relation to the Booking Assistant, we are the Controller in relation to the End User's Personal Data that we obtain, access and Process in order to provide the Service and you are the Processor of such Personal Data strictly for the purposes of benefiting from this Service; and
 - (c) in relation to the Marketing Assistant, we are the Controller in relation to the End User's Personal Data for the purposes of performing the Service, until the point at which we transfer this data to you, following which you become the Controller of such Personal Data and we become a Processor (to the extent ongoing processing is required for us to complete the Service).
13. The Processor in each case shall, in relation to the End User's Personal Data:
 - (a) Process that Personal Data only on the documented instructions of the Controller, namely for the purposes set out in the schedule to this Privacy Policy. Where the Processor is relying on Data Protection Legislation as the basis for Processing the End User's Personal Data, the Processor shall notify

the Controller of this before performing the Processing required by the Data Protection Legislation unless the relevant Data Protection Legislation prohibits the Processor from so notifying the Controller on important grounds of public interest. The Processor shall inform the Controller if, in the opinion of the Processor, the instructions of the Controller infringe Data Protection Legislation;

- (b) implement and maintain appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of the End User's Personal Data and against accidental loss or destruction of, or damage to, that Personal Data, which the Processor has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that any sub-Processors Processing the End User's Personal Data are under appropriate obligations of confidentiality;
- (d) assist the Controller, at no additional cost to the Controller, with meeting the Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's Processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation;
- (e) notify the Controller without undue delay on becoming aware of a Personal Data Breach involving the End User's Personal Data;
- (f) at the written direction of the Controller, delete or return the End User's Personal Data and copies thereof to the Controller on termination of the Terms and Conditions, unless the Processor is required by Data Protection Legislation to continue to Process that End User's Personal Data or the Processor is otherwise permitted to obtain the End User's Personal Data under the terms of any other contract; and
- (g) maintain records to demonstrate its compliance with this clause and allow for reasonable audits by the Controller or the Controller's designated auditor, for this purpose, on reasonable written notice.

14. The Controller in each case hereby provides its prior, general authorisation for the Processor to:

- (a) appoint sub-Processors to Process the End User's Personal Data, provided that the Processor:
 - (i) shall ensure that the terms on which it appoints such sub-Processors comply with Data Protection Legislation and are consistent with the obligations imposed on the Processor in this Privacy Policy;

- (ii) shall remain responsible for the acts and omission of any such sub-Processor as if they were the acts and omissions of the Processor; and
 - (iii) shall inform the Controller of any intended changes concerning the addition or replacement of the sub-Processors, thereby giving the Controller the opportunity to object to such changes provided that if the Controller objects to the changes and cannot demonstrate, to the Controller's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Processor shall indemnify the Controller for any losses, damages, costs (including legal fees) and expenses suffered by the Controller in accommodating the objection.
- (b) transfer the End User's Personal Data outside of the EEA as required for the purposes outlined in the schedule, provided that the Processor shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Processor shall promptly comply with any reasonable request of the Controller, including any request to enter into SCCs adopted by the EU Commission from time to time.

Schedule

1) Nature and Purpose of Processing

- In our capacity as the Processor (as set out in clause 12(a)) - accessing the End User's Personal Data made available on the Platform to the extent necessary in order to manage, operate and secure the Platform.
- In your capacity as the Controller (as set out in clause 12(a)) – using End User's Personal Data to contact and communicate with Leads and/or book appointments for, and supply, your goods and services; entering and recording End User's Personal Data on the Platform in order to manage Leads and appointments.
- In our capacity as the Controller (as set out in clause 12(b)-(c)) – using End User's Personal Data to perform the Services, including:
 - i. collecting End User's Personal Data received through Landing Pages and Platform Advertisements;
 - ii. recording End User's Personal Data in our systems and on the Platform to manage Leads and appointments;
 - iii. using End User's Personal Data to contact and communicate with Leads and book appointments (as applicable).
- In your capacity as the Processor (as set out in clause 12(b)-(c)) – accessing and reviewing the End User's Personal Data in order to monitor Leads that we may secure, communicate with, book and manage as part, and for the purposes, of the Services (as applicable).

2) Duration of the Processing

- During the term of the Contract, subject to earlier termination pursuant to the terms therein.

3) Types of Personal Data

- Name, address, telephone number and email address.
- Any further Personal Data that may be processed when recording telephone calls and other communications with Leads that may take place as part of the performance of the Services.

4) Categories of Data Subject

- Customers / prospective customers of your goods and/or services.