

### Privacy and Cookies Policies

#### Tracking Cookies Policy

##### What are cookies?

Cookies are small files that get put on your computer by websites as you surf them. These cookies can store lots of information which can have privacy implications. We like to think all the cookies used on this site are fairly innocuous but that's for you to judge. We also make use of temporary "Session Cookies" to determine if you have logged into the password protected areas of our website or in the process of making an order on our site. These only exist while your web browser is open and are wiped as soon as you close the window.

##### Anonymous tracking software

We use Google Analytics (just like virtually everybody else) a service provided by Google. They gather anonymous data on how people are using this site and then provide us with visitor statistics, details of page views etc. You can think of it as being a bit like CCTV but one that automatically blurs your face so we can see what people have done, but not who. If you are anti-Google you can opt-out of being tracked by Google Analytics at <http://tools.google.com/dlpage/gaoptout> (we'd prefer you didn't though as this data is seriously helpful to us in improving our website).

##### Third party website widgets

We also embed some page elements from trusted third parties so that we can provide you with features like Interactive Maps and Videos. Collectively they make our website more interesting to you as a site visitor however most of these come with their own cookies. They are:

- YouTube
- Google (Maps + Plus)

Since we do not control these cookies we cannot guarantee what they do but we are confident that they value your privacy just as much as we do. In many cases the cookies are used to generate identical information to Google Analytics (see above) and indeed use Google Analytics, so opting-out of Google Analytics will also opt you out of these cookies too.

### How do I opt out?

- You can opt out of Google analytics and other Google services here – <http://tools.google.com/dlpage/gaoptout> and <https://www.google.com/dashboard/>

While we would love to offer a cookie-free version of our site we are unable to provide the services our website provides without the use of cookies. Unfortunately if you are really anti-cookie then there is no option except to not use our site. You can remove any cookies we have already put on your machine within your browser settings – pressing Ctrl+Shift+Delete may work in many cases. We will be sorry to see you go!

## Privacy Policy

**This privacy policy sets out how Eurosales Ltd uses and protects any information that you give us when you use this website.**

**Welcome to Eurosales Ltd's privacy notice.**

**Eurosales Ltd (“we”, “us” or “our”) respects your privacy and we are committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.**

**This privacy notice covers the specific areas set out below. Please also use the Glossary to understand the meaning of some of the terms used in this privacy notice.**

**1. Who we are and important information**

**2. The data we collect about you**

**3. How is our personal data collected**

**4. How we use your personal data**

**5. Disclosures of your personal data**

**6. International transfers**

### 7. Data security

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### 9. Your legal rights

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## 1. Who we are and important information

### Purpose of this privacy notice

This privacy notice aims to give you information on how we collect and

process your personal data through your use of this website, including any data you may provide through this website when you sign up to our email updates.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

### Controller – who we are

The data controller of our site is Eurocales Ltd, Unit 4 Crown Centre, Shaw Street, Macclesfield, Cheshire SK11 6QY. We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the data privacy manager by emailing [info@eurocales.com](mailto:info@eurocales.com)

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ( [www.ico.org.uk](http://www.ico.org.uk) ). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance (see above).

### Changes to the privacy notice and your duty to inform us of changes

This version was last updated on 25th May 2018. It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### Third-party links

Our website has no links to third-party websites, plug-ins and applications.

## 2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified.

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- Identity Data includes first name and last names.
- Contact Data includes email address and telephone numbers.
- Technical Data includes internet protocol (IP) address browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- Marketing and Communications Data includes your preferences in receiving marketing from us.
- Professional Data includes any information we may collect in the course of providing our services to you.

We also collect and use Aggregated Data such as statistical or demographic data for internal purposes.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

### **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 that 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 an answer to an enquiry). In this case, we may have to cancel a service you have with us but we will notify you if this is the case at the time.

### **3. How is your personal data collected?**

We use different methods to collect data from and about you including through:

- Direct interactions. You may give us your Identity, Contact and Professional Data by filling in forms or by corresponding with us by phone or otherwise. This includes personal data you provide when you:
  - o submit an enquiry; or
  - o request marketing to be sent to you.
- Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, and other similar technologies. Please see our cookie policy for further details.

### 4. How we use your personal data

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

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data including the sending of direct marketing communications (including the use of professional third party businesses that provide clean data) to you via email or post. You have the right to withdraw consent to marketing at any time by contacting us. In the case of email campaigns we always use an unsubscribe option on a professional platform at the end of our emails and/or you can contact us as mentioned above.

### Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details



about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity

Type of data

Lawful basis for processing including basis of legitimate interest

To respond to your enquiry submitted on the site or via phone or email

- (a) Identity
- (b) Contact
- (c) Professional

Performance of a contract with you

To administer and protect our business and this website (including troubleshooting, data analysis, testing

- (a) Identity
- (b) Contact
- (c) Technical

(a) Necessary for our legitimate interests (for running our business, provision of administration and IT s

(b) Necessary to comply with a legal obligation

To use data analytics to improve our website, products/services, marketing, customer relationships and

(a) Technical

(b) Usage

Necessary for our legitimate interests (to define types of customers for our products and services, to ke

To make suggestions and recommendations to you about services that may be of interest to you

(a) Identity

(b) Contact

(c) Technical

Necessary for our legitimate interests (to develop our products/services and grow our business)

To provide our professional services to you

(a) Professional

Performance of a contract with you

To make suggestions and recommendations to you about our services that may be of interest to you

- (a) Identity
- (b) Contact
- (c) Marketing and Communications

Legitimate interest

## Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

We may use your Identity, Contact, Technical and Marketing of Communications Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us unless you have opted out of receiving that marketing.

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time (see above).

### Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

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

### Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

### 5. Disclosures of your personal data

We will only share your personal data with third parties with your permission – the only group being our associates in the provision of services.

### 6. International transfers

We will only share your personal data with international/European third parties with your permission.

### 7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. 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. They will only process your personal data on our

instructions and they are subject to a duty of confidentiality. 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. If you think that any part of our process is not secure please email us at [info@euroscopes.com](mailto:info@euroscopes.com)

### 8. Data retention - how long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

### 9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data:

- Request access to your personal data.
- Request correction of your personal data.

- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 10. 1000000000 Glossary

### Lawful basis

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

### Third parties

#### External Third Parties

Our Associates who will only use the information to provide the services requested.



### Your legal rights

#### You have the right to:

**Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data

but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent** at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

## 11. 11.0000000000 Additional website specific

### Accessing our website

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet

connection are aware of these terms, and that they comply with them.

### **Intellectual property right**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it unless owned by one of our expert trainers or coaches. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Authors of material on our site must always be acknowledged. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Reliance on information posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

### **Our website changes regularly**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

### **Our liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude: All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal

offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on our site other than that set out above, please contact us using the form on the contact page of our site.