

inCLICK

TERMS OF USE AND END USER LICENCE AGREEMENT

VERSION 1.0 – February 1, 2021

PLEASE READ THESE TERMS OF USE AND END USER LICENCE TERMS (TOGETHER THE "TERMS") CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BE LEGALLY BINDING ON YOU. IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

**1. Who we are and what this agreement does**

1.1. We are inCLICK Ltd, a company registered in England and Wales with registration number 13091110. Our registered office is at 42 Lytton Road, Barnet, United Kingdom, EN5 5BY ("inCLICK", "we", "our" or "us").

1.2. inCLICK operates an interactive audio-visual platform designed to facilitate virtual events. We offer certain technical infrastructure required to stream an event to you, but we aren't responsible for the event itself. The content of the event will be the responsibility of whoever is streaming the event using our platform (the "**Event Organiser**"), and ticket sales and distribution will usually be provided by a third party (a "**Third Party Merchant**"). You should note that, except in limited circumstances and other than as set out in these Terms, you should direct any complaints and claims which relate to the event (such as its content and ticketing) to the Event Organiser and/or Third Party Merchant.

1.3. Under these Terms we grant you a limited, terminable, non-transferable, personal, and non-exclusive licence to use:

1.3.1. our website and the browser-based software known as 'inKlick' available at [www.inklick.live](http://www.inklick.live) (including subdomains) (the "**Website**");

1.3.2. any standalone software or app which we may develop from time to time to provide users with an alternative way of accessing our Website (or the content available on it), and any updates and add-on content relating to the same made available to you from time to time, together with any app (the "**App**", and together with the Website, the "**Platform**");

1.3.3. any related documentation relating to the Platform (the "**Documentation**"); and

1.3.4. the content available through the Platform from time to time (the "**Content**"),

according to the terms and conditions set out herein, applicable law and any usage guidelines or policies we publish from time to time.

## 2. Do any other terms apply?

- 2.1. These Terms operate in addition to any other agreement between you and inCLICK from time to time and the terms of any privacy notice we issue from time to time (see section 6).
- 2.2. You should be aware that the ways in which you can use the App, Website, Documentation and Content may also be controlled by the rules and policies of other third parties from time to time, over which we have no control. It's your responsibility to comply with those other terms, which might include, for example:
  - 2.2.1. the terms of your device manufacturer/operating system/web browser;
  - 2.2.2. the terms of wherever you download our App (like Apple's App Store or the Google Play store)); and
  - 2.2.3. any terms between you and: (i) the Event Organiser; (ii) any Third Party Merchant; or (iii) any other third parties involved in any particular event.

## 3. Changes to these Terms

- 3.1. We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce from time to time.
- 3.2. We will try to give you as much notice as possible of any such changes, but it is your responsibility to check for updated versions of these Terms each time you use the Platform. Your continued use of the Platform following such changes shall constitute your acceptance of these Terms as updated.
- 3.3. If you do not accept the notified changes you will not be permitted to continue to use the Platform.

## 4. Your eligibility and the availability of the Platform

- 4.1. The Platform has the following minimum technical requirements (the "**Minimum Requirements**"):
  - 4.1.1. in the case of the App, any requirements that are made available from time to time on the applicable app store;
  - 4.1.2. in the case of the Website, using one of the following browsers (and minimum versions): Edge (79), Firefox (44), Chrome (56) on a device with appropriate memory and processing power;
  - 4.1.3. an operational front-facing camera and microphone; and
  - 4.1.4. ancillary requirements applicable to audio-visual content streaming – like an adequate internet connection and battery life.
- 4.2. By using the Platform and accepting these Terms, you represent and warrant that you:
  - 4.2.1. have the power and authority to enter into and be bound by these Terms;
  - 4.2.2. shall use the Platform only as permitted by these Terms, and any applicable laws; and

- 4.2.3. are eighteen years of age or older (or any older age legally required under local law to bind yourself legally to these Terms). If you are under the age of 18 (or any older age legally required under local law to bind yourself legally to these Terms), you are not allowed to use the Platform. Some offerings on the Platform or access to certain Content may be subject to additional age restrictions as specified in the Platform.

## **5. Changes to the Platform**

- 5.1. From time to time we may automatically update the Platform and change the Content to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.
- 5.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Platform.
- 5.3. Although the Website and the App offer substantially the same functionality, the particular features available through the Website and the App, and the performance of each, may differ. We make no representation that the features, functionality and performance of the Website and App will be the same at any given time.

## **6. Security and privacy**

- 6.1. We only use any personal data we collect through your use of the App in the ways set out in our privacy policy available at [www.inklick.live](http://www.inklick.live).
- 6.2. Whilst inCLICK takes measures to ensure the integrity and security of data, please be aware that internet transmissions are never completely private or secure and that any information you send using the Platform may be read or intercepted by others, even if encrypted.
- 6.3. Where we ask for any personal data, unless it's mandatory that you provide it, it is usually up to you whether and how much of that you provide. To help us protect your personal data, you should consider limiting the amount of personal data you provide over the Platform. For example, use only your first name, or a nickname or pseudonym. rather than your full name, and only give the general town in which you live for your location.
- 6.4. Among any other forms of personal data specified in our privacy policy, the Platform may (depending on the event in question and your ticket type) seek to make use of your device's camera and microphone to allow you to interact with the event. Depending on the terms upon which you obtained entry to the event, it might be mandatory for you to provide access to and relevant permissions to use your device's camera/microphone for these purposes. If you fail to do so, or if you turn off those features or restrict their use (i.e. in your privacy settings) then you may be unable to access the relevant event, or you may have reduced or impaired functionality (for example, be unable to interact with the event).

## **7. Use of the Platform**

- 7.1. In return for your agreeing to comply with these Terms you may, provided you comply with the restrictions set out in section 9:
  - 7.1.1. if and when we publicly release an App, download a copy of the App onto your device and make a copy of the App for back-up purposes in accordance with iOS/Google Play store standard practice;

- 7.1.2. view, use and display the Platform and Content for your personal, non-commercial purposes only;
- 7.1.3. use any Documentation to support your permitted use of the Platform; and
- 7.1.4. receive and use any free supplementary software code or update of the Platform incorporating "patches" and corrections of errors as we may make available from time to time.

## 8. Restrictions

- 8.1. inCLICK may limit, suspend or terminate your ability to use the Platform or access Content in its sole and absolute discretion if we determine in our sole discretion that you have not complied with these Terms or are otherwise misusing our Platform.
- 8.2. The Platform may be used by each user through only one device at a time unless otherwise stated.
- 8.3. We are giving you personally the right to use the Platform and Content as set out in these Terms. You may not transfer or sublicense the Platform or the Content to anyone else, whether for money, for payment in kind or for free. If you sell any device on which the App is installed, you must remove the App from it.
- 8.4. You agree that you will:
  - 8.4.1. not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Content in any form, in whole or in part to any person without prior written consent from us;
  - 8.4.2. not copy the Platform, Documentation or Content (or part thereof);
  - 8.4.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, Documentation or Content nor permit the Platform or the Content or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform as permitted in these Terms;
  - 8.4.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or the Content nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Platform to obtain the information necessary to create an independent program that can be operated with the App or with another program (a "**Permitted Objective**"), and provided that the information obtained by you during such activities:
    - 8.4.4.1. is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
    - 8.4.4.2. is not used to create any software that is substantially similar in its expression to the Platform;
    - 8.4.4.3. is kept secure; and

8.4.4.4. is used only for the Permitted Objective;

- 8.5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform;
- 8.6. not use the Platform or any Content in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform or any operating system;
- 8.7. not infringe our intellectual property rights or those of any third party (including the Event Organiser and Third Party Merchant) in relation to your use of the Platform or any Content;
- 8.8. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or any Content;
- 8.9. not use the Platform or any Content in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 8.10. not collect or harvest any information or data from the Platform or our systems or attempt to decipher any transmissions to or from the servers or databases running or communicating the Platform/Content;
- 8.11. not use the Platform or Content in any manner which is, or may be reasonably be suspected as being, fraudulent, deceptive, or unlawful, as determined in our sole and absolute discretion. Without prejudice to the generality of the foregoing, this may include:
  - 8.11.1. accessing (or attempting to access) any Content by any means other than through the Platform or other interfaces that we provide;
  - 8.11.2. sharing a user account, credentials or unique URL with any other person;
  - 8.11.3. acting in a way which is prejudicial to our interests or the interests of any Event Organiser or Third Party Merchant;
  - 8.11.4. improperly using support channels or complaint buttons to make false or frivolous reports to inKlick or to communicate with our customer support representatives in a disrespectful, belligerent or inappropriate manner;
  - 8.11.5. abusing the Platform or any Content in a way that does not reflect normal or appropriate human usage; and
  - 8.11.6. violating any applicable laws or regulations, or promoting or encouraging any illegal or unauthorised activity.

## **9. Intellectual property**

- 9.1. All intellectual property rights in the Platform, the Documentation and the Content throughout the world belong to us (or our licensors, such as the relevant Event Organiser) and the rights in the Platform, the Documentation and the Content are licensed (not sold) to you. You have no intellectual property rights or other rights in, or to, the Platform, the Documentation or the Content other than the right to use them in accordance with these Terms.

- 9.2. Any data and other information which we lawfully acquire (in accordance with these Terms and our privacy policy) will belong to inKlick and may be used by inKlick for any lawful purpose. Personal data will be treated in accordance with our privacy policy.

## **10. Our liability, and limitations on our liability**

- 10.1. Subject to the terms of this section 10, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.
- 10.2. The Platform or any Content may contain links to other websites, apps, products or services which are not provided by us and are not under our control. We are not responsible for and have not checked and approved such content or their privacy policies (if any), and cannot be held liable for the same.
- 10.3. If defective digital content that we have supplied damages a device or digital content belonging to you, we may be liable to repair the damage or pay you compensation. However, we will not be liable for:
- 10.3.1. damage caused or exacerbated by your unauthorised use of or tampering with the Platform, Content or Equipment;
  - 10.3.2. damage that you could have avoided by applying any update or patch offered by us free of charge from time to time (e.g. an update to the App through the relevant app store); or
  - 10.3.3. for damage that was caused by you failing to correctly follow the Documentation or installation instructions or to have in place the Minimum Requirements.
- 10.4. We are not liable for any business losses. The Platform is for domestic, private, non-commercial use only. If you use the Platform for any commercial, business or resale purpose (or any related use) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.5. The Platform and the Content are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. We make no representations, warranties or guarantees, whether express or implied, that any information on the Platform, or any Content, is accurate, complete or up to date.
- 10.6. Please back-up content and data used with the Platform, as we cannot be liable or any loss of data.
- 10.7. We are not responsible for events outside our control. If our provision of the Platform or support for the Platform is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.
- 10.8. We do not exclude or seek to limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

## **11. Breach of these Terms**

- 11.1. We may end your rights to use the Platform at any time by contacting you if you have broken these Terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 11.2. If we end your rights to use the Platform:
  - 11.2.1. you must stop all activities authorised by these Terms, including your use of the Platform; and
  - 11.2.2. you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have.

## **12. General**

- 12.1. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.2. Each of the sections and sub-sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.3. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this agreement, except that the Event Organiser and any Third Party Merchant may be able to enforce these Terms with our express and specific prior written consent.
- 12.4. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

## **13. Jurisdiction and governing law**

- 13.1. The Platform is controlled, operated, and administered by inCLICK from England. We make no representation that the Platform and/or its Content are or will be available for use at other locations outside of England or that accessing the Platform and Content will be lawful in any other jurisdiction. You are responsible for checking that your use of the Platform and access to the Content is appropriate and lawful in your country, and you may not use the Platform or access Content where it would be unlawful for you to do so. Without prejudice to the generality of the foregoing, you may not use the Platform or access Content in violation of U.S. export laws and regulations or any sanctions in place by the United States, United Kingdom, UNSC Sanctions Committee or European Union.
- 13.2. These Terms are governed by English law. You agree that any dispute between you and us regarding these Terms will only be dealt with by the English courts, provided that, if you live in Scotland or Northern Ireland, you can choose to bring legal proceedings either in your country or in England.

# inCLICK Privacy Policy

Last updated: February 1, 2021

## **OUR PRIVACY PROMISE**

*Your privacy is important to INKLICK LTD ("we", "us" and "our"). We are committed to protecting your personal data and being transparent about the personal data we hold and use and, wherever possible, giving you control over how we use your personal data.*

*This policy is intended to be communicated to you in a concise, transparent, intelligible, and easily accessible manner, but we appreciate that you may have queries or want to seek clarification as to its terms. If so, please contact us (using the details set out at paragraph 2 below) and we will endeavour to respond to you as soon as possible.*

*We may make changes to this policy from time to time, including as may be necessary or prudent to reflect any changes in the ways in which we process personal data or any changes in data protection laws. Any changes and updates to this policy will be posted on our website. Please check this policy regularly so that you are aware of any changes.*

## **1 INTRODUCTION**

Please read this policy carefully. Among other things, it explains:

- What personal data we collect about you;
- Why we collect and use your personal data and the legal bases we rely on for processing;
- Who we disclose your personal data to;
- Where we store your personal data;
- How long we keep your personal data; and
- Your rights regarding the personal data you provide to us.

## **2 WHO WE ARE AND OUR CONTACT DETAILS**

For the purposes of data protection laws, the data controller is INKLICK LTD, a company registered in England and Wales (company no. 13091110) with its registered office at 42 Lytton Road, Barnet, United Kingdom, EN5 5BY.

If you have any queries regarding this policy or the way in which we process your personal data, please contact us at:

Email: [info@inklick.live](mailto:info@inklick.live)

Address: Data Protection, inKlick, 42 Lytton Road, Barnet, United Kingdom, EN5 5BY

## **3 CHANGES TO YOUR PERSONAL INFORMATION**

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes or if you become aware that any personal data that we hold about you is not accurate.

## **4 WHEN DO WE COLLECT YOUR PERSONAL DATA**

We may collect information direct from you and use, disclose and store it when you:

- Access an event on our inKlick platform at [www.inklick.live](http://www.inklick.live) (**inKlick Site**); and
- correspond with us (e.g. by making a request for technical assistance or customer support).

We may also collect data from third parties where necessary to provide our service and operate our platform (e.g. third party ticket sellers who we may need to work with to allow you access to an event on the inKlick Site) or for analytical purposes (like Google).

## 5 WHAT PERSONAL DATA WE COLLECT

5.1 The type of personal data we process may include (as applicable) the following:

- 5.1.1 **Identity Data** which is usually limited to your IP address (see Technical Data below), the name you provide when accessing an event on the inKlick Site (to protect your privacy, we encourage you not to disclose your full legal name as this will be visible to others. You may wish to use a nickname or alias, or your first name only. You must not include any unlawful, offensive or otherwise objectionable language).
- 5.1.2 **Correspondence Data** including any information which you provide to us, or we learn about you, from any correspondence or communications with us, including details of any enquiries or requests for technical help or customer care support and any other information you provide to us.
- 5.1.3 **Technical Data** including the type of device, unique device identifier (e.g. an IMEI number, IDFA, IP, or Mac address), network information, the type of operating system and browser you use, location, time zone settings and other device related information and online identifiers.
- 5.1.4 **Usage Data** including the pages of the inKlick Site that you visit, usage information for the inKlick Site, your use of social sharing features such as Likes, comments and links that you share (eg. via Facebook Comment or Share and Instagram) (if and when we implement such features), together with plus any personal data conveyed via your camera and/or microphone during an event (if any). While we encourage you to share your camera and microphone feed to fully participate in the event, we encourage you to be mindful of your privacy. Please take steps to ensure that your camera and/or microphone does not pick up any of your personal data, particularly anything sensitive, or anything that you would not be happy to be broadcast during the event.

**Children** – our products are aimed at those who are 18 years old or over.

**Analytics Data** – we may receive aggregated statistics and insights from advertising, analytics and attribution providers regarding your use of the inKlick Site. This information does not contain any personally identifiable information.

Information about why we process the above personal data and the lawful basis we rely upon is set out in the table at paragraph 6 below.

5.2 Where lawful, we may also obtain personal data from third parties and we may process that information where it is needed in order to provide our products and services to you, including access to our games or where it is needed for our internal administrative purposes.

## 6 WHY WE COLLECT AND USE YOUR PERSONAL DATA

- 6.1 We use your personal data for a number of purposes but only where we are allowed to by the law.
- 6.2 We may process your personal data in any circumstances where such processing is necessary:
- 6.2.1 in order to perform any contract we have entered into with you or in anticipation of any contract we may enter into with you;
- 6.2.2 to comply with any applicable law or regulation (e.g to provide information regarding fraudulent or criminal activity to the police); and/or
- 6.2.3 for the purposes of the legitimate interests pursued by us or a third party. These legitimate interests include the purposes identified in the table below at paragraph 6.5 but also include other commercial interests and our internal administrative purposes. Where we rely on legitimate interests as the lawful basis for processing your personal data, we will put in place appropriate safeguards to protect your data and to ensure that your interests or fundamental rights and freedoms are not overridden by those legitimate interests.
- 6.3 We may also process your personal data where we have your consent. Where we rely on consent as the lawful basis for processing your personal data, you have the right to withdraw your consent at any time and if you wish to do so, you should contact us using the contact details set out in paragraph 2 above.
- 6.4 We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your personal data.
- 6.5 Information about the purposes for which we use your personal data, the types of personal data we process to achieve these purposes, and the lawful basis by which we process it, is set out in the table below:

Purpose/Activity	Type of Personal Data Processed	Lawful Basis for Processing
<b>Providing Events</b> <ul style="list-style-type: none"><li>To enable us to provide you with access to the inKlick Site, and events broadcast via the inKlick Site</li><li>To enable you to participate in the virtual 'crowd' of such events to enhance the livestreaming experience</li></ul>	<ul style="list-style-type: none"><li>Identity Data</li><li>Usage Data</li><li>Technical Data</li></ul>	<ul style="list-style-type: none"><li>Performance of a contract (our terms of use, or your contract with the ticket provider)</li><li>Our legitimate interests to operate our business and fulfil our legal and contractual obligations</li></ul>
<b>Business Operation</b> <ul style="list-style-type: none"><li>To operate and protect inKlick Site and our social media channels, (including troubleshooting, incident management and data breach management, data analysis, product and system testing, system maintenance, support, reporting and hosting of data)</li></ul>	<ul style="list-style-type: none"><li>Identity Data</li><li>Contact Data</li><li>Correspondence Data</li><li>Usage Data</li><li>Technical Data</li></ul>	<ul style="list-style-type: none"><li>Performance of a contract</li><li>Compliance with a legal obligation</li><li>Our legitimate interests to operate and improve our business, fulfil our legal and contractual obligations, respond to enquiries, messages and</li></ul>

Purpose/Activity	Type of Personal Data Processed	Lawful Basis for Processing
<ul style="list-style-type: none"> <li>To manage our relationship with our users which includes responding to enquiries, complaints, messages, and requests for technical help and customer care support</li> </ul>		requests, operate, develop and improve our business for the purposes of IT security

6.6 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.

6.7 If we need to use your personal data for an unrelated purpose, we will notify you (which may be by way of update to this policy) and we will explain the lawful basis which allows us to do so.

6.8 Please note that we may process your personal data without your knowledge or consent where this is required or permitted by law.

## 7 WHAT IF YOU REFUSE TO PROVIDE US WITH ANY PERSONAL DATA?

7.1 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 (or fail to consent to the processing of that data, if necessary), we may not be able to perform the agreement or arrangement we have or are trying to enter into with you. That might mean that you won't be able to have access and/or fully participate in any particular event via the inKlick Site.

## 8 SHARING INFORMATION WITH THIRD PARTIES

8.1 We will not share any of your personal data with third parties except as set out in this paragraph 8 or otherwise notified to you or agreed between you and us from time to time.

8.2 We may share personal data with our group companies (including our subsidiaries, ultimate holding company and its subsidiaries) and partnered companies (like the organisers of the event, and the ticket sellers (if any)) for the purposes outlined in this policy. We may also share personal data with third party service providers who we engage to provide services which facilitate our business. We may also need to share personal data with other third parties in order to comply with our legal and regulatory obligations. Below is a list of specific third parties and other categories of third parties with whom we may share your personal data:

8.2.1 Website developer;

8.2.2 Website hosting company;

8.2.3 Google Analytics and Google Ads, operated by Google LLC, our provider of online marketing tools;

8.2.4 Organisers, promoters and ticket sellers of events held on the inKlick Site;

8.2.5 Fulfilment and logistics providers;

- 8.2.6 Fraud detection or prevention agency/organisation;
  - 8.2.7 Law enforcement or a regulator; and
  - 8.2.8 Legal counsel and other professional advisers including accountants and auditors.
- 8.3 We ensure that any third party engaged by us who processes your personal data in connection with the purposes listed above has policies and procedures in place to ensure compliance with data protection laws.
- 8.4 For any third parties that are based, or process data, outside of the EEA and the United Kingdom, we engage such third parties in accordance with paragraph 9 below.
- 8.5 We will remain the controller responsible for the processing of your personal data notwithstanding that third parties may operate as a joint controller with us. For some processing activities we may act as a processor for a third party and, in such circumstances, the third party will be responsible for providing you with the processing information required under data protection laws.
- 8.6 We may share your personal data with third parties where we are required to do so by law or regulation (such as in connection with an investigation of fraud or other legal enquiry) or in connection with other legal proceedings (including where we believe that your actions violate applicable laws or any contract with us).
- 8.7 In the event that our business or any part of it is sold or integrated with another business, your details may be disclosed to our advisers and those of any prospective purchaser and will be passed to the new owners of the business.

## **9 INTERNATIONAL TRANSFERS OF PERSONAL DATA**

- 9.1 From time to time it may be necessary for us to transfer your information internationally. In particular, your information may be transferred to and/or stored on the servers of third parties identified in paragraph 8 which are based outside of the UK and the EEA.
- 9.2 However, we will not transfer your personal data outside of the UK and the EEA unless:
- 9.2.1 such transfer is to a country or jurisdiction which the EU Commission or the UK has approved as having an adequate level of protection; or
  - 9.2.2 appropriate safeguards are in place in accordance with data protection laws. These safeguards include the use of standard contractual clauses or binding corporate rules; or
  - 9.2.3 the transfer is otherwise allowed under data protection laws (including where we have consent or the transfer is necessary for the performance of a contract with the data subject).
- 9.3 We will ensure that where your personal data is transferred outside of the UK and the EEA, it is afforded the same protection as would be afforded to it within the EEA and the UK.

## 10 YOUR RIGHTS AS A DATA SUBJECT

- 10.1 Subject to any conditions and requirements set out in data protection laws, you may have some, or all, of the following rights in relation to the personal data we hold about you:
- 10.1.1 the right to request a copy of your personal data held by us;
  - 10.1.2 the right to correct any inaccurate or incomplete personal data held by us;
  - 10.1.3 the right to request that we erase personal data we hold about you;
  - 10.1.4 the right to request that we restrict the processing of your data;
  - 10.1.5 the right to have your personal data transferred to another organisation;
  - 10.1.6 the right to object to certain types of processing of your personal data by us; and
  - 10.1.7 the right to complain (please see paragraph 13 of this policy).
- 10.2 **PLEASE NOTE** that these rights are not absolute in all situations and may be subject to conditions and provisions set out in data protection laws. We cannot, therefore, guarantee that we'll be able to honour any request from you in connection with the rights set out above. (For example, even if you request that we delete your personal data, we may be required by law to retain some personal data for accounting and record keeping purposes or in order that we comply with our legal and regulatory obligations).
- 10.3 For further information, or to exercise any particular right, please contact us at the details provided in section 2 above.

## 11 STORAGE AND RETENTION OF YOUR PERSONAL DATA

- 11.1 Unless otherwise communicated to you (and, where necessary, with your consent), we will only store your personal data up to and including the event you have signed up for after which we will delete all of the personal data we hold.
- 11.2 We will notify you without undue delay in accordance with the requirements of data protection laws, if we have reason to believe that there has been a personal data breach by us which could adversely affect your rights and freedoms and we are required by law to notify you.

## 12 LINKS TO THIRD PARTIES

- 12.1 The inKlick Site may link or redirect to other websites, social media accounts or other content which is not under our control. Such links or redirections are not endorsements of such websites or representation of our affiliation with them in any way and such third party websites are outside the scope of this policy.
- 12.2 If you access such third party websites, please ensure that you are satisfied with their respective privacy policies before you provide them with any personal data. We cannot be held responsible for the activities, privacy policies or levels of privacy compliance of any website operated by any third party.

### 13 QUESTIONS AND COMPLAINTS

- 13.1 We take our data protection obligations seriously. If you have any questions or complaints about this policy or the way that we handle your personal data, we would appreciate the chance to deal with your concerns in the first instance before you approach the relevant data protection authority. Please contact us using the details provided in paragraph 2 above.
- 13.2 You have the right to make a complaint at any time to the relevant supervisory authority for data protection issues, which in the UK is the Information Commissioner's Office (ICO) ([www.ico.org.uk](http://www.ico.org.uk)).