

# Privacy Policy

## 2018

### Clients & partners data use

This document is intended to put forward core information for SPACE-2 Group customers and internal stakeholders. It is intended to give guidance to maintain and achieve data compliance, as set out by SPACE-2.

## Confidentiality and Data Protection

This privacy policy sets out how The SPACE-2 Group will process your personal and sensitive data that you may provide us or we may collect from you when you visit our website and/or engage our legal and consultancy services. Please read the following policy carefully to understand how we will manage your personal and sensitive data.

### The information we collect

We process personal data including but not limited to:

- Name, address and contact details,
- Correspondence with you, such as any information that you have provided

### How we use information

We may gain information about you from your use of this website. It may be 'voluntary information' - information that you provide to us such as personal data, (e.g. contact details or information contained in an employment application form) or 'involuntary information'- information that we gather through our monitoring of visits to this website.

Involuntary information will not generally identify individual visitors to our website and is mainly statistical. It will be used mainly to improve the website and its navigability, and to identify areas that are of most interest to visitors.

Navigating and using our website will not normally require you to provide personal data. Although, you may need to provide personal data if you would like to use other services available on the website. SPACE-2 is the sole owner of the data collected and will not trade, sell your data. The company MYCRO is held separately to SPACE-2 and data may be shared with this company where an interest is possible.

We will only use the personal data supplied for the purposes set out in this privacy policy, the personal data will be used for our technical, client and partner administration, as well as, to deliver a contractual and/or legal service. We may use the data if required to do so by law and for legitimate grounds as a data controller.

We will use the information to improve our services and for marketing purposes only where a person/organisation has supplied consent (via opting in).

SPACE-2 engage third party suppliers from time to time, (Data Processors) to provide us with support in certain areas of the business. We will ensure contractual obligations are in place to ensure the processing of personal data is kept confidential, secure and only processed under our explicit instructions and in line with the Principles of the Data Protection Act 1998.

We will frequently review the personal information we hold about you and make changes to any service or information-handling processes.

Please note that by using our website you consent to the processing and collection of any personal data that you provide in the manner described.

### Registration for events

Registration forms may need to be completed in order for you to attend or show your interest in attending an event. We may ask you to provide personal data regarding your name, company name, email address and postcode. This information enables SPACE-2 to contact you about the events in which you have expressed an interest in. These details will be added to our current delegates' database and used to identify areas where we

can improve our services. You may be taken to third party websites to register and/or make a payment for attending the event. We cannot be responsible for third party websites, we recommend you ensure you read the privacy statements when you visit third party websites.

#### E-bulletins/ updates and SPACE-2 newsletters

SPACE-2 will only provide you with the above from that you have consented to receiving. This will either be through you positively consenting by opting in or if you have directly contacted us requesting a sign up. If you would like to unsubscribe to receiving updates, please email [dataofficer@space-2.com](mailto:dataofficer@space-2.com).

#### Links and IP addresses

Our websites contain links to various third party websites. We are not responsible for the content or privacy practices of any external websites that are linked from our sites.

SPACE-2 uses IP addresses in order to assess patterns, gather broad demographic information for aggregate use, track visitors to the websites movements and to manage our website. SPACE-2 does not link the IP addresses with any personal identifiable information.

#### Sharing information with our partners

We may enter into partnerships with other organisations, we will have data protection contractual obligations put in place with all third parties before any sharing takes place with a partner organisation and will notify you of this prior to any information being shared. If any point you wish to unsubscribe you can do so within the communication sent or via [dataofficer@space-2.com](mailto:dataofficer@space-2.com).

#### Sharing information with our contractors and suppliers

There are some cases when we will share your information to support legitimate business purposes. We do this to ensure that we can meet your needs, and also to meet our health and safety obligations towards those delivering services on our behalf. This may include sharing information with our contractors and suppliers to enable them to carry out duties on our behalf or to meet contractual obligations we may have. We will ensure that the third party supplier has the appropriate safeguards to protect your data in line with the Data Protection Act 1998 and only processes data on our instructions.

#### Keeping your information secure

We store personal information both electronically and in paper form. We implement security policies, processes and technical security solutions to protect the personal information we hold from:

- Unauthorised access
- Improper use or disclosure
- Unauthorised modification
- Unlawful destruction or accidental loss

All of our employees, contractors and third parties that we engage to process data on our or your behalf are obliged to treat the data confidentially.

#### How we use your email and telephone number

When making an enquiry on our website you will be required to enter your contact number and email address. Contact via telephone, text messages and email provides a direct way to contact you regarding queries. SPACE-2 may share information with you about the services we can deliver to you. We may use your telephone number and email address that you have provided us, to keep in contact with you as specified in your data communications with us.

#### Operational SMS/Text messaging, calls and emails

Your telephone contact details and email address may be used to send you operational messages. Examples of operational messages include:

- Confirming an appointment
- Sending a reminder about an appointment
- Asking you to contact a named person
- Responding to your email or phone message

You cannot opt-out of the use of your telephone numbers for operational purposes. However, where there is a legitimate need we will make reasonable adjustments. We currently do not market via SMS or Whatsapp but at a time when such becomes a communication function we will communicate this with you and ask if you would like to opt in to such a communication method.

#### Contacting us about your personal information

We will be as open as possible with you about the personal information we hold about you, If you feel your information is wrong or are dissatisfied on how your information is being processed please contact us. If something is wrong we want to work with you to put it right.

You have the right to have inaccurate/outdated information amended, deleted or destroyed. If any of your circumstances change please contact us. You have the right to object to direct marketing, know about automated decisions we make about your data, object to the use of data which causes you damage or distress.

#### Finding out about the personal information we hold about you

You can ask us whether we are keeping personal information about you by writing to our data officer via email to [dataofficer@space-2.com](mailto:dataofficer@space-2.com).

#### Requesting a copy of your personal information

As part of our service to you, we are happy to provide you with copies of personal data you are the focus. We will provide this on receipt of a formal written request. This is called a 'subject access request'. If you make a subject access request we will provide you with a readable copy of the personal information we hold about you. You will only receive the information the Data Protection Act 1998 state are not exempt from disclosure. To make a subject access request you must:

- Make your request in writing
- Provide proof of your identity

Please send your request to [dataofficer@space-2.com](mailto:dataofficer@space-2.com)

#### Keeping this policy updated

We keep our privacy policy under regular review and this policy does not form a contract between the user and SPACE-2. This privacy notice was last updated on 16/05/2018

## Google Analytics

We use Google Analytics features for Display Advertising. You can [opt-out](#) of Google Analytics and disable tracking using the [Google Analytics Opt-Out Browser Add-on](#). The data provided by Google Analytics Demographics we will use to develop our website and content in line with our users interests.

Cookies Notice - if you continue to use our site we may assume that you agree to our use of cookies

Important notice for users - Like most websites, this site uses Google Analytics cookies and session cookies. These are small files of data that collect information about how visitors use our site, for instance which pages visitors go to most often, and if they get error messages from web pages.

These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. The information is only used to improve the responsiveness of our website when you visit.

By using our website, you agree that we can place these types of cookies on your device.

For more information about cookies please read our [cookies policy](#).

## Accessing our site

The purpose of providing you with access to our site is to assist in the provision of legal services to our client and access is not to be used for any other purpose.

We will use reasonable efforts to ensure that our site is available at all times. However, we cannot guarantee that our site or any individual function or feature of our site will always be available and/or error free. Without prejudice to the generality of the foregoing, we may suspend access to our site for the purpose of repair and maintenance or for the purpose of redesigning or upgrading our site.

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 for any reason.

Without prejudice to the generality of the foregoing, we may permanently withdraw your access to our site at any time and without notice if:

- we are no longer appointed by our client to provide the service made available through our site; or
- either you or we cease to be retained by our client for the provision of the relevant legal services (as appropriate)

If 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 are responsible for ensuring that this is not disclosed to any unauthorised 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 including (without limitation) configuring your information technology, computer programmes and web platform. 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.

## Materials accessed through our site

Any materials displayed or downloaded from our site are not intended to constitute definitive legal advice or a complete statement of the law on any subject, and are not provided with any guarantees, conditions or warranties as to accuracy or completeness. Without prejudice to the foregoing, you acknowledge and accept that any precedents on our site are not maintained or updated by us.

To the extent you submit any materials for uploading onto our site, you warrant that prior to delivery, you have used comprehensive and up to date virus checking technology to scan such materials for viruses.

## Our liability

We shall not be liable in respect of the content or use of any materials displayed or downloaded from our site.

We shall not be liable if for any reason our site is unavailable at any time or for any period.

To the extent permitted by law, we 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 you 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 and/or content posted on it whether caused by tort (including negligence), breach of contract or otherwise is excluded.

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 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.

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.

## General

We may revise these terms of use at any time by amending this page.

We shall not be liable in any circumstances for any delay in performing, or failure to perform, any of our obligations under these terms of use if such delay or failure result from events, circumstances or causes beyond our reasonable control including (without limitation) failure of a telecommunications network.

These terms of use shall be governed by and construed in accordance with the law of England. Any dispute arising in relation to these terms of use shall be subject to the non-exclusive jurisdiction of the English courts.

If you have any questions, concerns or comments about our site or these terms of use, please [contact us](#).

## Cookie policy

**By using our website, you agree that we can place these types of cookies on your device**

What are cookies?

A cookie is a small file of data, usually consisting of letters and numbers, which is downloaded onto your computer or mobile internet device. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. A cookie cannot be used to identify you

personally but it can allow a website to recognise you if you visit the site again and can as a result improve its responsiveness to you when you revisit.

## Types of cookies

There are lots of different types of cookies which can be used in different ways. Below are some useful descriptions which will allow you to differentiate between certain types of cookies.

- **Session cookies:** these cookies only last for the duration of a browser session and expire when you leave a website and the session ends. They enable website to track a user's actions on a website during that session. For example, these cookies are used to allow the website operator to recall items placed by a user in an electronic shopping basket to purchase during a visit to their site. The information would not be retained if the user left the website and the session ended.
- **Persistent cookies:** these cookies are stored on the user's equipment between browsing sessions and allow a website to recognise you on your return. More intrusive persistent cookies can be used to track your activities across other websites and can be used in order to target advertising based on your browser activities. Our website does not use persistent cookies.
- **First-party cookies:** these are cookies that are planted by the website you are visiting. The cookie can be identified by the website each time a user returns. For example, these cookies can be used by the website to store log in details so that a user does not need to re-enter their username and password on every visit to the site.
- **Third-party cookies:** these are cookies that are planted by third parties with the permission of the operator of the website you are visiting. Third party cookies are used by a range of third parties in a variety of different ways. For example, they can be used by third parties who provide security to purchasing transactions or, as is increasingly common, by advertisers. Our website does not use third party cookies.

## How does our website use cookies?

Our website uses Google Analytics cookies and session cookies. We use these cookies to help us to provide you with a good experience when you browse our website and also to improve our site. The cookies we use allow us to recognise visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example by ensuring that users are finding what they are looking for easily. They are not used for tracking or recording information about visitors. Please see below further detail about the individual analytical cookies we use and how to recognise them.

We use the following cookies on our website:

### Google Analytics

- `_utma`
- `_utmb`
- `_utmc`
- `_utmz`

This cookie enables us to estimate our audience size and usage pattern.

## How to block cookies

You have the ability to accept or decline cookies by modifying the settings in your browser. If you choose to decline cookies used by our website you will still be able to use the site.

If you have any questions about our use of cookies, please contact the [dataofficer@space-2.com](mailto:dataofficer@space-2.com)

**By accessing and using this website you are agreeing to the following terms and conditions which apply to that access and use:**

#### Your access

You may only access this website for your own use. You may not exploit any part of this website, or any information or documentation contained on it commercially.

#### Disclaimer

You agree that your use of this website shall be subject to the disclaimer in this part of this site, which is incorporated into the terms of this agreement

#### Copyright

All of the materials on this website are, unless otherwise stated, subject to copyright, either of SPACE-2 or of suppliers to SPACE-2. No material on this website may be used without the written consent of SPACE-2, save that you may make a print out of individual items (but not substantial parts of the website) for personal use, and provide copies to others for similar use. If you provide any copy to a third party you must also provide that person with a copy of this copyright notice.

You may not vary any material that you copy, and any copyright notice in any item must remain, without alteration.

#### Software

You must not, without our prior consent, download, copy, modify, distribute or decompile any of the software that operates this website, which is owned by either us or our suppliers.

#### Documentation and Files sent to us

You agree that:

1. you will virus-check any file or document that you intend sending to us via this website and that you must not send any file or document to us that you know contains, or believe may contain a virus; and
2. you will not send us, via this website, any document or file that you are not legally entitled to send to us without restriction.

#### Changes

We may at any time:

1. close or modify this website; or
2. vary or amend these terms and conditions (in which case any change shall take effect upon being posted to this website).

Links - Electronic links may be freely made to this website.



SPACE-2 Group is committed to providing a high-quality standard of service, we strive to deal with all our clients fairly and consistently. Majority of the time we are pretty epic, however we do acknowledge that we may not always get it right so if something has gone wrong, we need you to tell us.

Please request a copy of the Complaints Procedure from [dataofficer@space-2.com](mailto:dataofficer@space-2.com). This document is intended to put forward core information for SPACE-2 customers. It is intended to give context to being able to make and deal appropriately with complaints should they arise.