# Website Privacy Policy and Terms of Use

This page (together with the documents referred to on it) tells you the terms on which you may make use of our website <a href="www.thedocumentportal.co.uk">www.thedocumentportal.co.uk</a>, whether as a guest or a registered user. Registered users of My Wealth Cloud will also be bound by the terms set out. Please read these terms of use carefully before you start to use the website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

This document is the Website Privacy Policy of My Wealth Cloud Limited. It describes how we respect your privacy and look after your personal data when you interact with us and it tells you about your privacy rights and how the law protects you.

#### INFORMATION ABOUT US

<u>www.thedocumentportal.co.uk</u> is a website operated by MY WEALTH CLOUD LIMITED ("we", "us"). We are registered in England and Wales under company number 07562559 and have our registered office at 55 Station Road, Beaconsfield, Buckinghamshire, HP9 1QL.

#### **ACCESSING OUR WEBSITE**

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to some part of our website, or our entire website, to users (including our registered users).

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 website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

### INFORMATION WE MAY COLLECT FROM YOU

Personal data means any information about an individual from which that person can be identified. It does not include data where the identity has been irretrievably removed (anonymous data) or the data cannot be linked with other data to identify an individual.

To provide communication services and respond to prospect contacts, My Wealth Cloud Limited may collect and process the following information under Explicit Consent:

- Your Name
- Your Email Address
- Your Mobile Telephone Number
- Your IP Address
- The Device Used To Access Our Website

Special Category data may also be processed if you provide it. This includes data which can reveal an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership. It also includes processing of genetic data, biometric data for uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. You should have given your **explicit consent** to the collection and processing of such data.

## IP ADDRESSES, COOKIES AND SESSIONS

Cookies are widely used to make online systems work, or work more efficiently, as well as to provide information to the owners of the website.

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration to report aggregate information to our development teams and advertisers. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

Cookies contain information that is transferred to your computer's hard drive. They help us to improve the website and to deliver a better and more personalised service. Some cookies are essential to the operation of the website. They enable us:

- To estimate our user population size and usage pattern;
- To recognise referred traffic for marketing, promotions and introductory offers.
- To speed up your searches;
- To recognise you when you return to Our Site;
- To make your browsing experience more convenient.

#### What cookies do we use?

Google Analytics – To estimate our audience size and usage pattern. These are identified as \_utma to \_utmz. Some cookies expire at the end of the session and other remain on your computer or device. For more details see <a href="http://www.google.com/analytics/index.html">http://www.google.com/analytics/index.html</a>

PHPSESSID – A session is a way to identify and manage the state – the session variables – for a particular user. We use it to identify the landing page of a user and determine if this is referred traffic from marketing, promotion or introductory offer which will pass the promotional details when the user Applies.

HotJar - We use Hotjar in order to better understand our users' needs and to optimize this service and experience. Hotjar is a technology service that helps us better understand our users' experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don't like, etc.) and this enables us to build and maintain our service with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this

information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf.

For further details, please see the 'about Hotjar' section of Hotjar's support site.

## WHERE WE STORE AND PROCESS YOUR PERSONAL DATA

All data submitted to our website is stored within our cloud based servers within Amazon web services (AWS) UK based datacentre.

We use sub-processors to assist in the fulfilment of processing activities in accordance with the terms of service agreed and any additional instruction received from users. For example, we may pass your email address to our SMTP relay providers to deliver system generated notifications to you.

The information we collect from you may be transferred to, and stored at, a destination inside or outside the European Economic Area ("EEA"•). It may also be processed by staff operating inside or outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the processing of your contact details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and/or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

#### INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off copies, and may download extracts, of any page(s) publicly available and not in an area of our website which is restricted to users registered with us for personal reference only.

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.

You must not use any part of the materials on our website 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 website in breach of these terms of use, your right to use our website 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 website 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 website, or by anyone who may be informed of any of its contents.

#### **OUR WEBSITE CHANGES REGULARLY**

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website 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 website 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 website or in connection with the use, inability to use, or results or the use of our website, 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
  - 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 fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

#### INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our <u>Privacy Policy</u>. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

#### VIRSUSES, HACKING AND OTHER OFFENCES

You must not misuse our website 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 website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your rights to use our website 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 website or to your downloading of any material posted on it, or on any website linked to it.

## LINKING TO OUR WEBSITE

You may not link to our website without our prior written permission.

Our website must not be framed on any other website without our prior written permission.

We reserve the right to withdraw linking and framing permission without notice. The website from which you are linking must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- include sexually explicit material;
- endorse or promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any patent, design copyright, database right or trade mark of any other person;
- be deceptive;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidentiality;
- endorse or promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, endorse, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

If you wish to make any use of material on our website other than that set out above, please address your request on our contact form

## LINKS FROM OUR WEBSITE

Where our website links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

# JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

#### TRADE MARKS

"MY WEALTH CLOUD" is a trademark of My Wealth Cloud Limited, and may not be used without written permission from us.

#### **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

# YOUR RIGHTS

In accordance with the GDPR, and insofar as is technically feasible you have the right to request access to, and rectification or erasure of personal data as well as the right to restrict or object to processing concerning your data or withdraw consent for such processing, and the right to data portability. For further information on these rights please click here.

If you wish to exercise any of these rights, please email us at info@docportal.co.uk. Also refer to our <u>Data Subject Access Request Policy</u> for more detailed information.

The website does not undertake any automated decision making or profiling with your information.

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.

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 could refuse to comply with your request in these circumstances.

We try to respond to all legitimate requests within one month. Occasionally it could 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.

## MAKING A COMPLAINT TO THE SUPERVISORY AUTHORITY (ICO)

If you are unhappy about the way we have processed your personal information for any reason, 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). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please email us in the first instance to see if we can resolve your complaint.

## **CONTACTING US**

If you have any concerns about material which appears on our website, or if you would like further information on this policy, exercising your rights under GDPR, or want to make a complaint please contact our Data Protection Officer, George Harris using the following details:

Email: info@docportal.co.uk

Thank you for visiting our website.