

## AVIRE Trading Limited (the “Company”)

### Terms of Use - Hosted Services and Wireless Airtime Agreements

Please read these Terms of Use carefully before you access and use our Hosted or Wireless Airtime Services . This is a legally binding agreement and contains essential information on your legal rights and obligations.

By using the Services you agree to comply with and be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you will not be allowed to access or use Services.

#### 1 These Terms of Use

1.1 These terms of use (including its Schedules and Appendices) (**Terms of Use**) regulate the relationship between Avire and you in relation to your use of our website(s) (**Site, Sites**), the Cloud Services (as defined in section 1.2.2 below), any associated computer or device applications (including Apps for mobile devices), and any Wireless Airtime services. Our Site and Services are operated by Avire Trading Limited, a company incorporated in England and Wales (registered number 10249656) and whose registered office is at Unit 1, The Switchback, Gardner Road, Maidenhead SL6 7RJ, United Kingdom (**we, us, our, Avire**).

1.2 These Terms of Use and the documents referred to in them set out the terms and conditions upon which we are prepared to allow you to access and make use of:

- 1.2.1 our Site; and
- 1.2.2 the services available to you on our Site (collectively, the **Cloud Services** or the **Avire Hub**), including (but not limited to):
  - (a) configuration and monitoring of lift communication, monitoring and safety devices; and
  - (b) maintenance and reporting functions of lift communication, monitoring and safety devices; and
  - (c) access and account management of mobile device apps or mobile-optimised Sites
- 1.2.3 Secure communication between devices and the Site and the Cloud Services
- 1.2.4 Wireless Airtime Services for the transmission of voice and/or data over the cellular network (**Network Services**)

1.3 We recommend that you print a copy of these Terms of Use for your future reference.

We may revise any of our Terms of Use at any time without notice by amending the pages on which they appear on our Site. Please check the Site regularly for any updates.

1.4 To contact us, please use the contact details available at [www.avire-global.com](http://www.avire-global.com)

#### 2 Accessing our Site

2.1 Before you can access the Site, you will be required to register an Account with us. You must provide information which is complete, accurate, up-to-date and not misleading. We may rely on any information provided by you so it is important you comply with this requirement. You must tell us promptly about any changes to the information that you have provided to us.

2.2 You must comply with any minimum operating/technical requirements for use that are notified to you during registration or use of the site.

2.3 You must treat your user name and password for the Site as confidential, and you must not disclose it to any third party.

2.4 If you know or suspect that anyone knows your user name and/or password for your Cloud services account, you must notify us immediately. Avire is not responsible for any losses or damages due to user account data being stolen or shared.

2.5 You are responsible for making all arrangements necessary for you to have access to our Site.

2.6 We may suspend or withdraw or restrict the availability of all or any part of our Site and/or Cloud Services for business and operational reasons. We will try to give you reasonable notice of any such suspension or withdrawal.

#### 3 Your Avire Hub Account

3.1 We may offer other products and services to you in the future, which you may be able to access via your Avire Hub Account. Please note other products and services may be subject to separate terms and conditions.

#### 4 Your Obligations to Customers

4.1 You shall:

- 4.1.1 provide appropriate privacy notices to Customers to ensure that they understand how their Personal Data will be processed by Avire;
- 4.1.2 not, without our prior written consent, make or give any representations, warranties, promises or other statements to Customers or any other parties concerning the Cloud Services and/or the Site and/or any other of our products and/or services which are not contained in our marketing material;
- 4.1.3 not, without our prior written consent, produce any marketing material for the Cloud Services and/or the Site and/or any other of our products and/or services, or use our name, logo or trade marks on any marketing material for the same.

#### 5 Ownership of our Site and Site Content

5.1 Unless otherwise stated, we are the owner or licensee of all Intellectual Property Rights in our Site and Cloud Services and in the material published on the Site (including the Site Content). These Intellectual Property Rights are protected by laws and treaties around the world and all such rights are reserved by us.

5.2 We grant you a revocable, non-exclusive, non-transferable, non-sub-licensable, limited right to do the following in accordance with the Terms of Use:

- 5.2.1 use the Site solely for the purpose of accessing and using the Cloud Services on your computer or device;
- 5.2.2 upload complete, accurate and up-to-date Account Information; and
- 5.2.3 access, retrieve and display our Site and the Site Content on a computer or mobile device

5.3 You may download and print off materials from the Site for your own business use and reference, only to the extent required to make use of the Cloud Services. However, you must not modify the paper or digital copies of any Site Content in any way, and you should not use any Site Content separately from any accompanying text.

5.4 Other than as set out in sections 5.2 and 5.3 above, you must not copy, reproduce, upload, post modify, transmit or mirror on another website or in any other media, distribute or create derivative works of any Site Content without getting prior written permission from us.

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<p>5.5 Other than as set out in sections 5.2 and 5.3 above, we do not grant you any rights or licenses to use our Site, Cloud Services and/or Site Content.</p>		<p>our Site via a denial-of-service attack or a distributed denial-of-service attack or by any other means.</p>
<p>5.6 You acknowledge that the names, images and logos identifying the Cloud Services and Avire (including, without limitation, Avire's trade mark), our affiliated companies, our products and services, or our licensors and their products and services are owned by us, our affiliated companies or our licensors. You may not use them without our prior written consent and/or that of our affiliate companies and/or our licensors (as applicable).</p>	<p><b>9</b></p> <p>9.1</p> <p>9.2</p>	<p><b>Charges</b></p> <p>We will provide you with access to our Site and the Cloud Services free of charge, unless we notify you otherwise in accordance with section 9.2.</p> <p>From time to time we will release additional features and functionality to our Site and Cloud Services that provide additional value to you (<b>Enhanced Services</b>). We reserve the right to charge you for use of Enhanced Services. We will provide you with reasonable notice of our intention to charge you, and you may decline to use the Enhanced Services, in which case your use of the Site and Cloud Services will continue without charge and without access to the Enhanced Services.</p>
<p><b>6 Updating our Site</b></p>		
<p>6.1 We aim to update our Site regularly, and may change the Site Content at any time. Any of the Site Content may be out of date at any given time, and we are under no obligation to update such material.</p>		
<p><b>7 Account Information</b></p>		
<p>7.1 You represent and warrant to us on an ongoing basis that you:</p> <p>7.1.1 are the owner or authorised licensee of all your Account Information;</p> <p>7.1.2 have all necessary rights (including, but not limited to, all Intellectual Property Rights) and consents required to upload, input and publish your Account Information and to grant us the rights in the Account Information as set out in these Terms of Use; and</p> <p>7.1.3 have obtained all required permissions and consents from any third party whose personal data is included in your Account Information.</p>	<p><b>10</b></p> <p>10.1</p> <p>10.1.1</p> <p>10.1.2</p> <p>10.1.3</p> <p>10.1.4</p>	<p><b>Termination</b></p> <p>Failure to comply with these Terms of Use may result in us taking action against you, including, without limitation, all or any of the following actions:</p> <p>immediate, temporary or permanent withdrawal of your right to use our Site and Cloud Services;</p> <p>immediate, temporary or permanent removal of any Customer Data uploaded by you to our Site;</p> <p>bringing legal proceedings against you, including to recover our Losses arising out of or in connection with your breach; and/or</p> <p>disclosure of information by us in respect of the breach to law enforcement authorities as we reasonably believe is necessary.</p>
<p><b>8 Prohibited Uses</b></p>		
<p>8.1 You may only use our Site and Cloud Services for lawful purposes. You may not use the Cloud Services or the Site:</p> <p>8.1.1 in any way that breaches any applicable law or regulation (in any jurisdiction);</p> <p>8.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;</p> <p>8.1.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);</p> <p>8.1.4 to knowingly transmit any data, send or upload any material that contains viruses or other harmful code;</p> <p>8.1.5 in any manner which breaches these Terms of Use; or</p> <p>8.1.6 for any purpose that in our reasonable opinion damages our reputation.</p>	<p><b>11</b></p> <p>11.1</p> <p>11.2</p> <p>11.3</p> <p>11.4</p>	<p><b>Personal Data, Privacy and Cookies Policies</b></p> <p>Our Privacy Policy available on the site sets out information relating to personal data. You acknowledge and agree to comply with your respective rights and obligations set out in the Privacy Notice</p> <p>We will comply with our respective rights and obligations set out in the Privacy Notice</p> <p>We process personal data about you in accordance with our Privacy Policy. Please read our Privacy Policy to obtain a full understanding of how personal data will be used.</p> <p>We use cookies in accordance with our Cookies Policy. Please read our Cookies Policy to obtain a full understanding of how cookies will be used.</p>
<p><b>12 Our liability</b></p>		
<p>8.2 You shall not:</p> <p>8.2.1 access all or any part of the Cloud Services and/or Site in order to build a product or service which competes with the Cloud Services and/or Site;</p> <p>8.2.2 except as expressly permitted by law, you must not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile or disassemble the Cloud Services and/or Site; and</p> <p>8.2.3 try to or allow anyone else to gain unauthorised access to the Site and/or the Cloud Services, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack</p>	<p>12.1</p> <p>12.1.1</p> <p>12.1.2</p> <p>12.1.3</p> <p>12.2</p>	<p>Nothing in these Terms of Use (including our Privacy Policy and Cookies Policy) excludes or limits our liability for:</p> <p>death or personal injury arising from our negligence;</p> <p>our fraud or fraudulent misrepresentation; or</p> <p>any other liability that cannot be excluded or limited by English Law.</p> <p>Subject to section 12.1, you use our Site and/or the Cloud Services in accordance with any Service Level Agreement (<b>SLA</b>) that we agree with you. If you do not agree an SLA with us, then you use the site at your own risk, and our Site, the Cloud Services and the Site Content are provided without any guarantees, conditions or warranties of any kind. We do not warrant that any functions contained in our Site and/or Cloud Services will be uninterrupted or error-free, that defects will be corrected, or that the Cloud Services and/or Site Content will be accurate, relevant or</p>

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	appropriate for your circumstances, purposes or requirements, unless we specifically provide such warranties within an SLA.		<b>Exclusion of third party rights:</b> These Terms of Use are between you and us. No other person shall have any rights to enforce any of these Terms of Use.
12.3	Subject to section 12.1 and to the fullest extent permitted by law, we expressly exclude:	17	
12.3.1	all conditions, warranties, representations and other terms which might otherwise apply to your use of our Site, Cloud Services and/or any Site Content, whether express or implied by statute, the common law or the law of equity;		<b>No waiver:</b> If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
12.3.2	any liability for any direct, indirect or consequential loss or damage incurred by you or any user in connection with our Site and/or Cloud Services or in connection with the use, inability to use, or results of the use, of our Site and/or Cloud Services, or the use of or reliance on any Site Content, howsoever arising and whether caused by breach of contract, tort (including negligence) or otherwise; and	18	<b>Law and jurisdiction:</b> These Terms of Use will be governed by and construed in accordance with English law, and any disputes relating to these Terms of Use or your use of our Site and Cloud Services will be subject to the exclusive jurisdiction of the courts of England and Wales. Without prejudice to the foregoing, we retain the right to bring proceedings against you for breach of these Terms of Use and/or relating to your use of our Site and/or Cloud Services in your country of residence or any other relevant country.
12.3.3	any liability to you or any third party for the content or accuracy of any Account Information by you or any other user of our Site.	19	<b>Definitions</b>
12.4	Whilst we will use reasonable endeavours to ensure the Cloud Services and Site Content and any software and/or data made available on or through our Site does not contain any viruses or harmful code, you acknowledge and agree that any Cloud Services, Site Content, software and/or data downloaded or otherwise obtained through the use of our Site is downloaded and used at your own discretion and risk. Subject to section 12.1, you acknowledge and agree that you will be solely responsible for all Losses, including without limitation damage to your own computer system and loss of data arising in connection with the download of the Cloud Services, any such Site Content, software and/or data.		Where used in these Terms of Use, the following capitalised terms shall have the following meanings:
			<b>Account Information</b> means all information and materials posted, generated or uploaded onto our Site by you or anyone on your behalf (including, without limitation, where you instruct us to do the same) and including, but not limited to, any Customer Data;
			<b>Cloud Services</b> has the meaning given to it in section 1.2.2;
12.5	If our Site contains links to external websites and resources, such links are provided for your information only. Such links are not and should not be interpreted as endorsement by us of those linked websites. We are not responsible for the privacy practices or content of any such linked websites.		<b>Customer</b> means your customers to whom you provide services relating to our products, including, but not limited to, installation, configuration, maintenance and support services;
<b>13</b>	<b>Entire Agreement</b>		<b>Customer Data</b> means any personal data relating to a Customer and any other data relating to a Customer on your Avire Hub Account, which you upload, input or generate in relation to that Customer;
13.1	These Terms of Use (including our Privacy Policy and Cookies Policy) set out the entire agreement between you and us in relation to your use of our Site and Cloud Services, and supersede all previous agreements, arrangements and understandings between you and us in respect of your use of our Site and Cloud Services.		<b>Data Protection Legislation</b> means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and from 25 May 2018 the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time;
13.2	Subject to section 13.1, each party acknowledges that in entering into these Terms of Use it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in these Terms of Use) made by or on behalf of any other party at any time. Each party waives all rights and remedies which, but for this section 13, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.		<b>GDPR</b> the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
14	<b>Assignment:</b> We may transfer, sub-contract or otherwise deal with the whole or any of our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms of Use without our prior written consent.		<b>Intellectual Property Rights</b> any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility
15	<b>Severability:</b> If a provision of these Terms of Use is determined by any court or other competent authority to be unlawful, illegal and/or unenforceable, the other provisions will continue in full force and effect. If any unlawful, illegal and/or unenforceable provision would be lawful, legal and/or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in full force and effect.		

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models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature;

<b>Losses</b>	means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;
<b>Avire Hub Account</b>	means your account to access the Cloud Services;
<b>Site</b>	has the meaning given to it in section 1.1;
<b>Site Content</b>	means all information and material that we have posted, generated or uploaded onto on our Site, including, without limitation, user manuals and technical specifications;
<b>Terms of Use</b>	has the meaning given to it in section 1.1;

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### Schedule 1 - Data Protection Policy

<p>1 <b>General:</b> We, or our sub-processors on our behalf in accordance with paragraph 4, will host your Account Information for you, as part of your use and access of our Site and the Cloud Services. By allowing you to access your Account Information, we act as a processor on your behalf. Where we are processing any personal data supplied to us by or on behalf of you for the purposes of these Terms of Use, the provisions of paragraphs 2 and 3 shall apply to that personal data. For the purposes of these Terms of Use "<b>personal data</b>", "<b>controller</b>", "<b>processor</b>" and "<b>data subject</b>" shall have the respective meanings given in the Data Protection Legislation (as defined in section 19).</p> <p>2 <b>Processing of Personal Data – Your Obligations:</b> Where you expect that we will process personal data, you shall:</p> <p>2.1 ensure that the personal data is complete, accurate, up-to-date and not misleading, and remains so during the period of the processing;</p> <p>2.2 ensure that all necessary consents under the Data Protection Legislation have been obtained for the supply of the personal data and its processing by us, and if requested by us, you shall promptly provide written confirmation of the same;</p> <p>2.3 not do anything in connection with the personal data that would or might cause us to be in breach of any Data Protection Legislation or other law and/or to incur liability to any data subject;</p> <p>2.4 procure that no third party shall extract any of your data from the Site unless we have consented to such extraction by such third party and you have entered into an agreement with such third party to limit the use of your data, and subject to such extraction to the purposes agreed in advance with us; and</p> <p>2.5 not, and shall not permit any third party to, write, upload, amend, or alter, any personal data other than directly via our Site or our approved interface, or otherwise with our prior written consent.</p> <p>3 <b>Processing of Personal Data – Our Obligations:</b> The Privacy Notice below sets out a description of the processing of personal data we will undertake on your behalf. To the extent that we process personal data on your behalf in connection with these Terms of Use, we shall:</p> <p>3.1 solely process the personal data for the purposes of fulfilling its obligations in these Terms of Use and in compliance with your written instructions as set out in these Terms of Use;</p> <p>3.2 ensure that any persons used by us to process personal data are required to treat the personal data confidentially;</p> <p>3.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR;</p> <p>3.4 from 25 May 2018, taking into account the nature of the data processing activities undertaken by us and the information available to us:</p> <p>3.4.1 provide all reasonable possible assistance and co-operation to enable you to fulfil your obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;</p> <p>3.4.2 notify you as soon as reasonably practicable if we or any sub-contractor engaged by or on behalf of us suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of,</p>	<p>or access to, personal data that is processed in connection with these Terms of Use;</p> <p>3.4.3 following a notification under paragraph 3.4.2, provide reasonable co-operation, information and assistance to you as may be necessary to enable you to notify relevant supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;</p> <p>3.5 assist you with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by you and us in advance and you shall pay our reasonable costs incurred in providing such assistance;</p> <p>3.6 upon termination of these Terms of Use, at your choice, delete or return all personal data to you and delete existing copies</p> <p>3.7 upon reasonable request with not less than 4 weeks' notice, and provided that you shall not make more than one request in any rolling 12 month period, make available to you all information necessary to demonstrate compliance with the obligations set out in this Schedule 1 (Data Protection Policy) and allow for and contribute to audits, including inspections, conducted by you or on your behalf, or alternatively and at our sole choice, we will engage and independent third party to provide an annual audit and make the results of such an audit available to you.</p> <p>4 <b>Permitted Subcontractors and Transfers of Data:</b> In performing our obligations under these Terms of Use, we may appoint one or more third parties as sub-processors. As processor, we remain responsible to you for the actions of our sub-processors and shall remain bound by our obligations under paragraph 3 above. You acknowledge that such sub-processors may be located outside the European Economic Area, in which case you authorise us to transfer personal data to or access personal data from such locations provided that we put in place and maintain a Valid Transfer Mechanism in relation to such transfers.</p> <p>5 We may from time to time use data processed by the Cloud Services and/or the Site to produce statistical analyses, market data and predictive models. No personal data will be used for these.</p> <p>6 <b>Acting as a Controller – Our Obligations:</b> You acknowledge that there may be circumstances where both you and us act as controllers pursuant to these Terms of Use. In these circumstances, we must ensure compliance with our obligations under Data Protection Legislation and you must ensure compliance with your obligations under Data Protection Legislation at all times.</p>
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### Schedule 2 - Privacy notice

This notice explains how Avire Trading Limited (referred to in this notice as **Avire, we or us**) collects and uses your personal information in connection with the use of our Services including our Products, Website(s), Hosted Services (including Cloud), Apps, and other services.

This privacy notice is to inform you about:

- How to contact us.
- What personal information is;
- How we collect your personal information;
- The types of personal information we collect;
- How we use your personal information;
- The legal basis for processing your personal information;

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- What will happen if you do not provide the information we request;
- How we share your personal information;
- How we keep your personal information secure;
- When do we transfer your information overseas;
- How long we keep your personal information;
- Your rights in relation to your personal information; and
- How to make complaints in relation to your personal information.

The table at the end of this notice provides an overview of the data that we collect, the purposes for which we use that data, the legal basis which permits us to use your information and the rights that you have in relation to your information.

We will treat all of your personal information as confidential and in accordance with the Data Protection Legislation and your personal information will only be shared with others in accordance with this privacy notice.

We keep this privacy notice up to date, so if there are any changes to the way in which your personal information is used this privacy notice will be updated and we will notify you of the changes.

#### Contact details

Our contact details are as follows:

Address: Avire Trading Ltd, Unit 1, The Switchback, Gardner Road, Maidenhead SL6 7RJ, United Kingdom

Telephone: +44 (0)1628 540100

Avire has appointed a data protection officer who has responsibility for advising Avire on its data protection obligations. You can contact the data protection officer using the contact details above.

#### What is personal information?

Personal information is any information that tells us something about an individual. This could include information such as name, contact details, phone number or date of birth.

#### How do we collect personal information?

We collect personal information about you from various sources including:

- when setting up an Avire Hub account;
- when adding or removing users to an Avire Hub account; and
- from you when using an Avire Hub account.

#### What information do we collect?

We may collect the following categories of information about you:

- Personal and/or business contact details such as employer, name, title, address and email addresses;
- Account information (including details of work carried out by you in relation to any installation);
- Geolocation information which tells us you carried out work at a particular location and other information obtained through our Cloud Services

#### How do we use your information?

We use your information for the following purposes:

- to conduct checks to authorise an Avire Hub account;
- to administer the Terms of Use for the Cloud Services, including payment of any charges;
- to notify you about other products and services that we offer;
- for business management and planning purposes, including accounting and auditing;
- to conduct data analysis to provide information useful to our customers, including but not limited to, lift telemetry, usage, and fault diagnosis information
- to conduct data analytics studies to review and better understand our customers
- to comply with our legal obligations and professional codes; and
- to comply with information requests that we receive from regulators and law enforcement authorities or to comply with court orders.

#### What is the legal basis that permits us to use your information?

Under Data Protection Legislation we are only permitted to use your personal information if we have a legal basis for doing so as set out in the Data Protection Legislation. We rely on the following legal bases to use your information in relation to our Cloud Services:

- where we need information to perform the contract we have entered into with you; and
- where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

In more limited circumstances we may also rely on the following legal bases:

- Where we need to protect your interests (or someone else's interests); and
- Where it is needed in the public interest or for official purposes.

The table at the end of this notice provides more detail about the information that we use, the legal basis that we rely on in each case and your rights.

#### What happens if you do not provide information that we request?

We need some of your personal information in order to perform our contract with you to provide the Cloud Services. For example, we need to know your name so that a profile can be created for an Avire Hub account.

Where information is needed for these purposes if you do not provide it we will not be able to offer our Cloud Services to you. We explain when this is the case at the point where we collect information from you.

#### How do we share your information?

We share your personal information in the following ways:

- Where we use third party services providers who process personal information on our behalf in order to provide services to us. This includes IT systems providers and IT contractors, cloud service providers, and wireless network operators
- Where we share your personal information with third parties we ensure that we have appropriate measures in place to safeguard your personal information and to ensure that it is solely used for legitimate purposes in line with this privacy notice.



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**How do we keep your information secure?**

We will ensure access to personal information is restricted to employees of Avire on a need to know basis. Training will be provided to any of those employees of Avire who need access to your personal information to ensure it is secure at all times.

**When do we transfer your information overseas?**

When data is transferred to countries outside of the UK and the European Economic Area those countries may not offer an equivalent level of protection for personal information to the laws in the UK. Where this is the case we will ensure that appropriate safeguards are put in place to protect your personal information.

**For how long do we keep your information?**

As a general rule we keep your personal information for as long as you retain a user profile on an Avire Hub Account and for a period of 6 months after your profile is removed. However, where we have statutory obligations to keep personal information for a longer period or where we may need your information for a longer period in case of a legal claim, then the retention period may be longer. Full details of the retention periods that apply to your information are set out in our Data Retention Policy which is available on request.

**Your rights in relation to your information**

You have a number of rights in relation to your personal information, these include the right to:

- be informed about how we use your personal information;
- obtain access to your personal information that we hold;
- request that your personal information is corrected if you believe it is incorrect, incomplete or inaccurate;
- request that we erase your personal information in the following circumstances:
  - if Avire is continuing to process personal data beyond the period when it is necessary to do so for the purpose for which it was originally collected;
  - if Avire is relying on consent as the legal basis for processing and you withdraw consent;
  - if Avire is relying on legitimate interest as the legal basis for processing and you object to this processing and there is no overriding compelling ground which enables us to continue with the processing;
  - if the personal data has been processed unlawfully (i.e. in breach of the requirements of the Data Protection Legislation); or
  - if it is necessary to delete the personal data to comply with a legal obligation;
- ask us to restrict our data processing activities where you consider that:
  - personal information is inaccurate;
  - our processing of your personal information is unlawful;
  - where we no longer need the personal information but you require us to keep it to enable you to establish, exercise or defend a legal claim; or
  - where you have raised an objection to our use of your personal information;
- request a copy of certain personal information that you have provided to us in a commonly used electronic format. This right relates to personal

information that you have provided to us that we need in order to perform our agreement with you and personal information where we are relying on consent to process your personal information;

- object to our processing of your personal information where we are relying on legitimate interests or exercise of a public interest task to make the processing lawful. If you raise an objection we will carry out an assessment to determine whether we have an overriding legitimate ground which entitles us to continue to process your personal information; and
- not be subject to automated decisions which produce legal effects or which could have a similarly significant effect on you.

If you would like to exercise any of your rights or find out more, please contact our Data Protection Officer. The table at the end of this notice provides more detail about the information that we use, the legal basis that we rely on in each case and your rights.

**Complaints**

If you have any complaints about the way we use your personal information please contact our Data Protection Officer who will try to resolve the issue. If we cannot resolve your complaint, you have the right to complain to the data protection authority in your country (the Information Commissioner in the UK).

**Summary of our use of your personal information**

Purpose	Data used	Legal basis	Which rights apply?*
Installer authorisation checks	Full company name, Avire Hub Account holder name, email address, country, postcode	Legitimate interest. It is in our legitimate interest to verify the existence and identity of installers of our equipment	The generally applicable rights plus the right to object
Administration of Avire Hub accounts, including adding or removing user profiles	User profile name, email address, phone number, photographs	Legitimate interest. It is in both our and the installer's legitimate interest to facilitate the smooth running of the Cloud Services.	The generally applicable rights plus the right to object
Marketing	User profile name, email address	Legitimate Interest. It is in our legitimate interests to send you information about our products and services. Please note, you may opt out of such communications at any time using the instructions provided on all communications we may send you.	The generally applicable rights plus the right to object
Administration of the Terms of Use, including payment of any charges	Full company name, Avire Hub account holder name, email address, country, postcode	Contractual necessity	The generally applicable rights plus the right to data portability
Fraud and crime prevention	Personal contact details, maintenance logs for work carried out, geolocation tagging	Public interest and legitimate interest. It is in both our and the installer's interest to take appropriate measures to prevent and detect fraud and other crimes.	The generally applicable rights plus the right to object
To deal with legal disputes	Personal contact details, maintenance logs for work carried out, geolocation tagging	Legitimate interest. It is in our interests to process personal data to make and defend legal claims to ensure that our legal rights are protected.	The generally applicable rights plus the right to object
Business management and business planning	Information about your use of our Cloud Services, personal contact details, maintenance logs for work carried out, geolocation tagging,	Legitimate interest. It is in our interest to undertake this processing to enable us to improve our business operations which will ultimately improve the overall quality of our Cloud Services. Installers and their employees should also ultimately benefit as our Cloud Services and associated procedures will be improved.	The generally applicable rights plus the right to object

\*The following generally applicable rights always apply: right to be informed, right of access, right to rectification, right to erasure, right to restriction and rights in relation to automated decision making. Please see the "Your rights in relation to your information" section above for more detail of your rights and how to exercise them.