

## Smart-e (UK) Ltd Privacy Policy

**The website [www.smart-e.co.uk](http://www.smart-e.co.uk) is owned and operated by Smart-e (UK) Ltd. Smart-e (UK) Ltd is the controller of all personal information collected on this website.** Smart-e (UK) Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, you can be assured that it will only be used in accordance with this privacy statement and the new GDPR data protection regulations. This Privacy Statement sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of applicable data protection laws and the upcoming General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the Data Controller is Smart-e (UK) Ltd, Chancery House, 3 Hatchlands Road, Redhill, Surrey RH1 6AA

### What information do we collect on you:

We collect information from you when you register on our web site, subscribe to our newsletter, request a quotation or fill out an accounts application form. When completing a form on our site, as appropriate, you may be asked to enter your: name, e-mail address, phone number and company name, the following information is then stored on our system:

- Name and job title
- Contact information including email address
- Area information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers

By submitting this data, you give your consent that we collect and process the data to provide you with the information, products and services that you requested from us. In such case, the legal basis for the processing is Article 6 (1) (a) GDPR. You have the right to withdraw this consent at any time. We may also use this data to carry out our obligations arising from any contracts entered between you and Smart-e (UK) Ltd. In such case the legal basis is Article 6 (1) (b) GDPR.

We may also collect the above noted information in person at trade shows and exhibitions. Information gained from the exchange of business cards or email addresses with potential customers, customers, show/exhibition organisers, exhibiting companies and

industry press is stored on our system and falls under the processing and consent policy seen above.

if you have provided your consent for the use of your data for marketing purposes, we will contact you by electronic means (e-mail) or by direct mail with information about goods and services like those which were the subject of such consent. The legal basis for this processing is Article 6 (1) (a) GDPR.

### What do we use your information for:

- Up-to-date internal customer records.
- We may use the information to improve our products and services.
- We may periodically send promotional e-mail material about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.

You can opt out from receiving marketing communications from us at any time in the future using the unsubscribe link in emails you receive.

### How do we protect your information:

We do not share any information that we receive about you. Smart-e (UK) Ltd protects any information provided.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place rigorous physical, electronic firewall and internal procedures to safeguard and secure the information provided by customers online.

### Retention Period & Your Rights:

We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Statement unless a longer retention period is required or permitted by applicable law.

As a data subject, you have the right to assert the rights of the data subject vis-à-vis us at any time. In particular, you have the following rights:

- You have the right to obtain information whether and if applicable to which extent we process personal data concerning you or not.
- In the case of processing of personal data concerning you, you have the right to access information, in particular, the following information: stored data concerning you, purpose(s) of the

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processing, categories of data, recipients to whom we disclose data, duration of the storage.

- You have the right to request the rectification of your data without undue delay, as far as they are inaccurate or incomplete.
- You have the right to request the deletion of your personal data from us without undue delay.
- You have the right to withdraw your consent given vis-à-vis us concerning the processing of your data at any time.
- You have the right to let the processing of your personal data be restricted.
- You have the right to receive the personal data concerning you which you had provided to us in a structured, standard and machine-readable format, and to transmit these data to another controller.

You may assert your rights or request any information we hold on you by writing to us directly using the contact details listed below.

### **Do we disclose any information to outside parties:**

We will not sell, distribute, or lease your personal information to third parties unless we have your permission or are required by law to do so. We may release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety.

### **E-Mail Marketing:**

We may periodically send promotional e-mail material about new products, product bulletins, special offers, catalogues, or other information which we think you may find interesting using the email address which you have provided. We never send out information that is not relevant and proportionate to the products and services that we supply and in the interest of our clients.

The legal basis for this processing is Article 6 (1) (a) GDPR and Article 6 (1) (b) GDPR. You can opt out from receiving marketing communications from us at any time in the future using the unsubscribe link in emails you receive.

### **Cookies:**

Smart-e (UK) Ltd does not provide on-line shopping and e-billing services. Smart-e (UK) Ltd uses traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We use this information for statistical analysis purposes only and the data is then removed from the system. Smart-e (UK) Ltd uses Google Analytics, which measures how users interact with website content, such as what device and browser they are

using. Google Analytics uses cookies to “remember” what a user has done on previous pages and interactions with the website. Cookies do not store any personally identifiable information, such as your name, address or any financial information.

Smart-e (UK) Ltd does not use cookies to track or report on activity outside of our Web site or provide information to other parties. We do not make use of third-party cookies. We do not use cookies of any kind to collect personal information such as e-mail addresses. We make no attempt to look at or examine other cookies or information that may be stored on your computer.

### **Changes to our Privacy Policy:**

If we decide to change our privacy policy, we will post those changes on this document. We suggest that you check our web site periodically.

This policy was last updated in January 2020

### **Use of the Web site:**

You are permitted to use our web site for your own purposes and to print and download material from this Web site provided that you do not modify any content without our consent. Material on this web site must not be republished online or offline without our permission.

The copyright and other intellectual property rights in all material on this Web site are owned by Smart-e (UK) Ltd and must not be reproduced without our prior consent.

No part of this Web site may be reproduced without our prior written permission.

### **Site Availability:**

We take all reasonable steps to ensure that this Web site is available all the time. However, Web sites do sometimes encounter downtime due to server and, other technical issues. Therefore, we will not be liable if this web site is unavailable at any time, planned or unplanned.

### **Exclusion of Liability:**

We take all reasonable steps to ensure that the information on this Web site is accurate and correct. However, we do not guarantee the correctness or completeness of material on this Web site. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Web site), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our web site. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

## Smart-e (UK) Ltd Privacy Policy

### Law and Jurisdiction of Disputes:

This Legal Notice shall be governed by and construed in accordance with English law. Dispute(s) of any kind arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

### Your acceptance of these terms:

By using this Web site, you signify your acceptance of this policy and terms of service. If you do not agree to this policy, please do not use our Web site. Your continued use of the Web site following the posting of any future changes to this policy will be deemed your acceptance of those changes.

### Controlling your personal information:

You may change your mind at any time if you no longer wish us to use your personal information for direct marketing purposes, by writing to us at the address below or emailing us at: [info@smart-e.co.uk](mailto:info@smart-e.co.uk)

You may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information held please write to:

**Smart-e (UK) Ltd**  
**The Old Stables**  
**Westcott Street**  
**Westcott**  
**Surrey RH4 3NX**

If you believe that any information, we are holding on you or your organisation is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

- 1.1 Any failure or delay by us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.
- 1.2 Any waiver by us of any breach of, or any default under, any provision of the Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 1.3 The parties do not intend that any term of the Contract shall be enforceable by virtue of the

Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

- 1.4 The formation, existence, construction, performance, validity and all aspects of this Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## 2 COMMUNICATIONS

- 2.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or electronic mail:

- 2.1.1 to us, at our registered office or such other address as we may notify to you; or

- 2.1.2 to you, at your registered office (if you are a company) or (in any other case) to your address set out in any document which forms part of the Contract or such other address as you may notify to us.

- 2.2 Communications are deemed to have been received:

- 2.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

- 2.2.2 if delivered by hand, on the day of delivery; or

- 2.2.3 if sent by fax or electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.