

# Privacy

## Privacy Statement for Online Media and Mobile App

### **Introduction**

It is the policy of Gateway Merchant Services Limited (including our subsidiaries and affiliates) (collectively and individually “PaymentPlus”) to comply with the “Data Protection Legislation” means the EU General Data Protection Regulation (GDPR) 2016/679 and any applicable legislation or regulations that implement the GDPR into national law in addition to any other applicable law or regulation relating to the processing of personal data and to privacy, as such legislation shall be amended, revised or replaced from time to time. The purpose of this Privacy Statement is to outline how PaymentPlus deals with the Personal Data we collect about you or you provide to us while visiting our website, using our mobile applications (Apps) or when interacting with us through any of our social media or other interactive channels (collectively “PaymentPlus Online”).

When you visit PaymentPlus Online, you are accepting the terms of this Privacy Statement. PaymentPlus shall have no liability to you for any claims, losses or damages arising out of or in connection with the use, disclosure or other processing of your Personal Data in accordance with the Privacy Statement and your consents.

### Types of information collected

We retain two types of information from users of PaymentPlus Online:

1. “Personal Data”: This is information that identifies you or can be used to identify or contact you and may include your name, postal address, email address, telephone number and birth date. The information you provide will be used for the purposes for which it was intended/submitted and as set out in this Privacy Statement.
2. “Non-Personal Data”: Like most online operators, PaymentPlus gather statistical and other analytical information collected on an aggregate basis of all visitors to our PaymentPlus Online platforms. This Non-Personal Data comprises information that cannot be used to identify or contact you, such as demographic information regarding browser types, mobile device equipment, mobile network and other anonymous statistical data involving the use of PaymentPlus Online. PaymentPlus collects this information to help us monitor online traffic and manage the performance, efficiency and capacity etc of PaymentPlus Online. This information also helps PaymentPlus understand what parts of PaymentPlus Online are effective/well used and what parts are not being fully utilised.

### **Cookies**

PaymentPlus Online uses “cookie” technology. PaymentPlus will also use cookies to facilitate your use of the PaymentPlus Mobile Application Service, where PaymentPlus has agreed to give

you access to that service.

## **What are Cookies?**

Cookies are small pieces of information, stored in simple text files, placed on your computer by a website. Cookies can be read by the website on your subsequent visits so that you can access information in a faster and more efficient way. The information stored in a cookie may relate to your browsing habits on the web page, or a unique identification number so that the website can "remember" you on your return visit. Generally speaking, cookies do not contain Personal Data from which you can be identified, unless you have separately furnished such information to the website.

You can at any time set your browser or your mobile device settings to reject cookies. However if you reject our session cookies, this may affect your ability to use the PaymentPlus Mobile Application service and / or our website.

For more information on how to manage cookies, including how to disable cookies please visit: [www.aboutcookies.org](http://www.aboutcookies.org).

PaymentPlus uses three different types of cookies: "session" cookies, "performance" cookies and "targeting" cookies.

## **Session Cookies**

"Session" cookies help users to navigate across PaymentPlus Online pages. They are deleted once you leave our website. Session cookies do not contain anything other than a session identification number which allows the webserver to "remember" where you are online. Session cookies are especially important for using PaymentPlus Mobile Application. Some examples of these cookies include:

- Identifying you as being signed in to PaymentPlus Mobile Application and keeping you logged in throughout your visit.
- Remembering the content of forms which you may have completed while you are on PaymentPlus Online.

## **Performance Cookies**

"Performance" cookies are used by PaymentPlus to provide information on the usage of PaymentPlus Online (details in relation to which pages on our website users visited, how they got there, what devices and mobile networks they were using etc.). Some of these cookies are saved to your computer so that we know when you revisit PaymentPlus Online. All information these cookies collect is aggregated and used anonymously. We use these cookies to understand what content is popular which helps us to improve PaymentPlus Online.

## **Targeting Cookies**

"Targeting" cookies remember individual websites you have visited. This assists PaymentPlus in presenting relevant and targeted online advertising to you. When you visit a PaymentPlus website page targeting cookies may be placed on your machine. Subsequently these targeting cookies (if they have been placed on your machine), can be recognised by subsequent websites you visit, and this allows those sites to present targeted PaymentPlus advertising to you based on your previous web browsing activity. The information collected from these targeting cookies is anonymous.

### **Touch ID**

If you have an IOS device with Touch ID functionality (e.g. using your fingerprint to access your mobile device), you will be able to access the PaymentPlus Mobile App using this Touch ID functionality however you will require your Mobile PIN to authorise transactions. If your device does not have Touch ID functionality you will automatically be logged into the PaymentPlus Mobile App once you have entered your mobile PIN. Where you are using Touch ID functionality, we do not accept any liability for any loss arising in connection with the use of biometric data to access the mobiles service. For the avoidance of doubt please note we do not retain or store any biometric data.

### **Social Media Sites**

If you are accessing PaymentPlus Online through a social media presence, such as Facebook or Twitter, you may be subject to cookies operated by those social media networks. We are not responsible for the activities of third party social media operators so you should check the privacy policies of those operators before using their facilities.

### **Telephone calls**

Please note that we may monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes.

### **Purposes for which we hold your Information**

#### **(i) Use of Non-Personal Data**

PaymentPlus use the Non-Personal Data gathered from visitors to PaymentPlus Online in an aggregate form to understand the demographics of the users of our website, to help us better design and organise our websites and mobile applications, and to offer PaymentPlus' Live Chat service.

PaymentPlus uses these analytics tools to assist us in gathering and analysing Non-Personal Data for the reasons described above. Our analytics solutions may also collect your IP address as part of this analysis. No other form of Personal Data is gathered by these analytics services.

If you are accessing PaymentPlus Online through a social media presence, note that social media providers may also use data analytics tools which are governed by their own procedures. We have no control or responsibility over social media providers.

(ii) Web Browsing

Except as explained above in relation to your IP address, by simply visiting our website you do not disclose, nor does PaymentPlus collect Personal Data on you. Generally, all that PaymentPlus may know about your visit may be limited to technical data. This technical data shall be used for administrative and statistical purposes and may be shared with our internet service provider. PaymentPlus will use this information to help us to improve our website. If Personal Data is disclosed by you when accessing the PaymentPlus Live Chat service, some Personal Data will be retained for a period of 13 months. Any such Personal Data disclosed by you when accessing the PaymentPlus Live Chat service, will only be used to facilitate a requested follow on contact and will not be used for any other administrative, statistical or any other purposes.

(iii) Mobile Browsing

In order to download and use our PaymentPlus Mobile App, you are required to register and activate the service. We will process your Personal Data during this registration and activation stage and we will transmit an activate code to the mobile number or email address provided by you for this purpose.

PaymentPlus will require access to the camera on your digital device for specific purposes, for example, to allow you to photograph and upload your proof of ID and proof of address documentation. We will not access your camera without your knowledge or permission and will only access it for the purpose(s) as advised to you.

(iv) Social Media

If you choose to access a PaymentPlus Online official social media page, your social media profile may also be made available to us. The actual Personal Data made available is determined by how you set your social media profile.

(v) Personal Data

PaymentPlus will process any Personal Data you provide to us through your preferred PaymentPlus online platform for any of the following purposes:

- (a) to respond to your queries and provide you with information about PaymentPlus services;
- (b) to process and assess any applications for products and services that you may request from PaymentPlus or PaymentPlus may provide to you in the future;
- (c) to enable you to securely access your accounts online where PaymentPlus has agreed to give you access to the PaymentPlus Mobile Application Service;
- (d) to contact you if required in connection with your account or enquiry or to respond to any communications you might send to us;
- (e) to help us improve our services and systems;
- (f) to improve your experience on our web and online services. For example, when using the PaymentPlus Mobile App we may look to prefill your application with relevant details, for

example, your email address, which is made available to us through your mobile device or other personal information extracted from the identity documents provided to us. All pre-filled information will be editable; or

(g) as otherwise notified to you at the time you provide the information to us.

Please also read our Data Protection Notice for more information on the ways in which we use your Personal Data.

Any applications submitted online or by email will be subject to the same terms and conditions as those completed by hand in paper form including additional terms and conditions relating to credit checking, money laundering and regulatory notices. If any online application forms are included on PaymentPlus Online, you will be notified of any additional specific data protection provisions at the time you complete the relevant application form. Prior to providing any information to PaymentPlus through PaymentPlus Online which relates to other individuals, you agree to inform those individuals of, and obtain their consent to, the disclosure to and use by the PaymentPlus Group of their information for the purposes set out in this Privacy Statement and for any additional purposes notified to you.

Please note that by using any of the services/information available on or via our websites or Apps, you are giving us your consent, to the extent required, to process your Personal Data as outlined in this Privacy Statement. Your consent and our rights to process your Personal Data extend to any successor or assignee of PaymentPlus and/or any of its businesses. Please note that if you withdraw your consent, PaymentPlus may continue to process your data in accordance with any alternative lawful basis to the extent permitted by law.

### **Disclosure of Information to Third Parties**

PaymentPlus may provide Non-Personal Data to third parties, where such information is combined with similar information of other users of PaymentPlus Online. For example, PaymentPlus may inform third parties regarding the number of unique visitors to PaymentPlus' website, the use of our social media pages or our mobile App, the demographic breakdown of our community users of our website or mobile devices, or the activities that visitors to PaymentPlus Online engage in while online. The third parties to whom PaymentPlus may provide this information may include our website design, development, support and hosting contractors.

Each of the PaymentPlus companies may share your Personal Data with any other PaymentPlus companies or its subsidiaries (together the "PaymentPlus Group") for management and reporting purposes, as otherwise permitted or required by applicable law or regulation, or as disclosed to you at the time the information is collected.

PaymentPlus will not disclose your Personal Data to third parties outside of the PaymentPlus Group (which for these purposes shall include its agents and third party services providers), except that PaymentPlus may disclose your data in the following circumstances:

- you have consented to this disclosure;
- the disclosure is required in order to process an application or other communication from you;
- to verify the authenticity of documentation provided to us (for example, we may use external databases and other address verification tools to verify a customer's identity);
- to perform the services you have applied for ;
- to efficiently manage your account; or
- if PaymentPlus believe in good faith that PaymentPlus or PaymentPlus Group are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other valid legal process, including protecting and defending PaymentPlus' or the PaymentPlus Group's rights and property.

## **Security**

No data transmission over the Internet can be guaranteed to be 100% secure. As a result, while PaymentPlus will take all reasonable steps to protect your Personal Data such as verifying the IMEI code on your device each time you use PaymentPlus online, the nature of the Internet is such that PaymentPlus cannot guarantee or warrant the security of any information you transmit to us while using PaymentPlus Online. Any information that you do provide to PaymentPlus is at your own risk.

## **Updating, Verifying and Deleting Personal Data**

If PaymentPlus hold incorrect information about you, you have the right to have the data amended. Further you have the right to have any information you have sent to us erased if we have failed to comply with our obligations under the Data Protection Acts. To request your right to rectification and/or erasure please send your request to us in writing at The Compliance Department, PaymentPlus UK, at Suite 1, Geddes House, Kirkton North, Livingston, EH54 6GU. together with:

1. Your name and address.
2. A description of the specific Personal Data you wish rectified.

If you request an erasure of your Personal Data, all your data will be erased subject to the following important notice.

PaymentPlus are not required to rectify or erase your data where to do so would prevent you from meeting your contractual obligations to us or where, notwithstanding your request, PaymentPlus are required or permitted to process (including retaining) your Personal Data for a lawful purpose in accordance with the Data Protection Acts or other laws.

You agree that you will notify us of any relevant change in your personal circumstances to enable us to comply with our obligations to keep your information up to date.

If you feel that Personal Data or other damaging content has been posted about you on an official PaymentPlus social media site, you should contact us using the contact facility on the relevant social network pages.

## **Right of Access**

Where you have provided us with your Personal Data you have a right to be given a copy of your Personal Data in accordance with EU General Data Protection Regulation subject to certain exceptions. To request a copy of your Personal Data please visit our Access Request Procedure at [www.PaymentPlus.co.uk](http://www.PaymentPlus.co.uk) where you can download our Access Request Form for completion before sending it to us at The Compliance Department, PaymentPlus UK, Geddes House, Kirkton North, Livingston, EH54 6GU. Please note the following important points:

1. we reserve the right not to process an access request that is not made in our Access Request Form format or which does not contain sufficient detail to enable us to comply with our obligations. We will however notify you of any decision not to process a request for these reasons.
2. we are only obliged to process access requests received in writing and do not accept access requests via telephone, email or text message.

## **Internet Fraud**

Organisations such as PaymentPlus and their customers may from time to time be the target of hoax e-mails or SMS messages that are aimed at gathering Internet/account details of the customers. Some of these hoax e-mails and SMS messages have encouraged or facilitated contact with hoax websites that purport to be (but are not) the website of the relevant organisation. We would always advise you to be cautious as regards disclosing your personal details. In particular, you should note that we will only ever request your personal details if: (i) you are seeking to initiate e-mail contact with us via PaymentPlus Online; or (ii) you initiate a request for a particular service via PaymentPlus Online and we require certain of your personal details to provide you with the requested service. You should never publish your account details or other private information using a social media channel.

## **Hyperlinks and Social Media Sites**

Some of the pages on PaymentPlus Online contain hypertext links to websites not maintained by PaymentPlus. You are reminded that different terms and conditions of use will apply to you as a user of such websites. In addition such websites may not attain the same privacy standards that PaymentPlus maintains. Similarly, you should familiarise yourself with the privacy policies of social networks if you choose to access PaymentPlus Online through a social network channel.

## **Data Protection Notice**

In addition to this Privacy Statement, you may wish to read our Data Protection Notice which is also available on our website.

## **Changes to the Privacy Statement**



Any changes to this Privacy Statement will be posted on this site and at the log-in page of PaymentPlus Mobile so you are always aware of what information PaymentPlus collect through PaymentPlus Online, how PaymentPlus use it, and under what circumstances, if any, PaymentPlus may disclose it. If at any time PaymentPlus decide to use your Personal Data in a manner significantly different from that stated in this Privacy Statement, or otherwise disclosed to you at the time it was collected, PaymentPlus will notify you electronically or by post, at our option.

### **Glossary of technical terms used**

**Personal Data:** Means information about you which can identify you as a living individual and which is within the possession of PaymentPlus (e.g. your name and address)

### **IMPORTANT**

This Privacy Statement is subject to the Terms and Conditions of Use of the Gateway Merchant Services Limited website which are available on [www.PaymentPlus.co.uk](http://www.PaymentPlus.co.uk). Where there is a conflict between this Privacy Statement and the Terms and Conditions of Use, the Terms and Conditions of Use shall prevail.

Please take the time to read the Terms and Conditions of Use and the Privacy Statement. By using any of the services/information available on or via our websites or Apps, you are deemed to have read and accepted the Terms and Conditions of Use and the Privacy Statement.

### **PaymentPlus Social Media Terms of Use**

Please read these Terms of Use carefully. We reserve the right to amend these Terms of Use at any time for any reason. You should check these Terms of Use regularly as you are bound by the current version of the Terms of Use when accessing our social media sites.

If you are a Gateway Merchant Services Limited employee please review PaymentPlus's internal Social Media Policy.

### **Applicability**

1. When you access any of the PaymentPlus social media profiles across social media sites these Social Media Terms of Use ("Terms of Use") will apply. These Terms of Use are in addition to and are not in substitution for the terms and conditions applicable to our website. If there is any inconsistency between the terms and conditions for our website and these Terms of Use, these Terms of Use shall apply unless expressly stated to the contrary.
2. In addition to these Terms of Use, each social media site (such as Facebook or Twitter) may have their own terms and conditions which will also apply. You must comply with their terms and conditions as well as our Terms of Use.
3. PaymentPlus's social media channels and their content are designed for UK residents and those over the age of 18.



## **Use of Social Networks**

4. You access PaymentPlus's social media channels at your own risk and PaymentPlus is not liable or responsible for any loss or damage, howsoever arising, as a result of your use of our social media channels.
5. While PaymentPlus has official profiles on social media sites, we do not endorse any social media site. In addition and without limitation, PaymentPlus does not endorse or approve either expressly or by implication any third parties or their advice, opinions, information content, product or services which may appear on our social media profiles including any advertisements and or link to third party sites.
6. If you are unable to access the social media site, it is the responsibility of the social media site to resolve the matter. PaymentPlus is not liable or responsible for any loss or damage that you may incur arising from the unavailability of the social media site.
7. You may not use our social media channels for any illegal or improper purpose.

## **Content**

8. We would encourage you to share and comment on the content that we post through our social media channels so long as you do not amend or change it and acknowledge PaymentPlus as the source. Please note that PaymentPlus' social media profiles and the content that we post is the copyright of PaymentPlus and we reserve all our rights therein. All trademarks, company names, logos and designs used in our social media channels and on our social media profiles are the intellectual property of PaymentPlus and you may not use, copy or reproduce them in any way.
9. All products and services referred to by us through our social media channels are subject to specific eligibility criteria and terms and conditions which are set out in detail in the documentation applicable to that product or service and which should be read in detail before entering into the particular product or service.
10. The information and content available through our social media channels does not in any way constitute business, investment, financial, taxation, legal or other professional advice and we strongly recommend that you seek advice from an appropriately qualified professional prior to entering into any product or service with us.
11. We reserve the right to update and change our social media profiles and the content available through our social media channels at any time and without notification. We do not guarantee that our social media profiles are up to date.

## **Posting**

12. You are fully responsible and liable for any material you post through our social media channels and PaymentPlus is not liable or responsible for any content posted through our social media channels by any third parties.
13. When posting on our social media profiles, you must be respectful, considerate, polite, honest, accurate and relevant.

14. We are entitled to assume that you have the right and are permitted to submit any material that you post through our social media channels. You may not post any material which is confidential, breaches contractual obligations or the rights of any third party.

15. You agree not to post any material which:

a. is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, discriminatory, menacing, scandalous, inflammatory, blasphemous or liable to incite racial hatred;

b. encourages, promotes or constitutes conduct that is a criminal offence; or

c. may be technically damaging to our social media channels.

16. We may use any ideas or suggestions submitted to us through our social media channels without any further permission from you or compensation to you and you hereby agree to allow any such material to be re-used or quoted by us without further notification to you.

17. You hereby grant us a perpetual, royalty free, irrevocable licence to use, modify, reproduce, translate, publish, adapt, display and distribute in any format material and content posted by you through our social media channels.

18. Please note we cannot respond to any complaints through our social media channels.

Please see our complaints procedures which are available on our website

[www.PaymentPlus.co.uk](http://www.PaymentPlus.co.uk) if you wish to make a complaint.

### **Moderation Policy**

19. We reserve the right and have absolute discretion to screen, review, edit and monitor any content or material posted through our social media channels. We may, at our discretion, refrain from publishing material posted by you. In addition we may at our sole discretion at any time and without any notice or liability to you remove any material or content posted by you.

### **Privacy**

20. You should be aware that anything that you post to or appears on a social media site is not confidential and anyone can read and comment on the posts that you make. In addition anything you post or comment on may also appear through results from internet search engines.

21. You should NEVER under any circumstances post your personal account details or any sensitive personal or financial information through our social media channels.

22. Our Privacy Policy sets out in detail how we use your personal data and our obligations under the EU General Data Protection Regulation. Our Privacy Policy is available on our website [www.PaymentPlus.co.uk](http://www.PaymentPlus.co.uk).

### **Access**

23. We reserve the right at our discretion at any time to temporarily or permanently suspend, withdraw or discontinue all or part of our social media channels without any notice or liability to you.

### **Competitions/Promotions/Discounts/Offers**

24. We may from time to time offer promotions, competitions, prize draws, special offers and discounts through our social media channels.

25. Such promotions, competitions, prize draws, special offers and discounts will be subject to their own eligibility criteria and terms and conditions.

26. These promotions, competitions, prize draws, special offers and discounts are associated with or endorsed by the social media sites unless clearly stated to the contrary.

27. PaymentPlus reserves the right at its discretion to cancel, suspend or withdraw any promotion, competition, prize draw, special offer or discount and shall not be liable or responsible to any person for any loss or damage arising out of such, cancellation, suspension or withdrawal.

### **General disclaimer and indemnity**

28. You agree to be bound by these Terms of Use as may be amended from time to time and to the fullest extent permitted by law indemnify PaymentPlus in connection with any loss, or damage arising or occasioned by your use of social media sites and or a breach of these Terms of Use.

29. PaymentPlus, to the fullest extent permitted by law, is not accountable for and does not accept any liability or responsibility for any loss, damage (including without limitation, incidental, punitive, exemplary, special or consequential damages, loss of profit or damages resulting from lost data or business interruption) or expense resulting from:

- using and accessing our social media channels whether with or without authorisation;
- the performance, functionality, non-performance, unavailability, inaccessibility, or disruptions to our social media channels;
- using and accessing social media sites;
- any reliance you place on content or material available through our social media channels whether posted by us or third parties.

### **Miscellaneous**

30. Each of the clauses and sub clauses of these Terms of Use is severable and distinct from the others. If at any time such clauses or sub clauses are or become invalid, illegal or unenforceable, this will not affect the validity, enforceability and legality of any of the other clauses or sub clauses of these Terms of Use.

31. These Terms of Use shall be governed by and construed in the accordance with the laws of England and the courts of England shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with them.