

PRIVACY POLICY – OMA (trading name of Wangie Ltd)

Thank you for using Wangie Ltd (**we, us** or **Wangie**).

This privacy policy (**policy**) informs you about how we look after your personal data when you visit or use our website www.wangie.app (regardless of where you visit it from), and when you interact with us as a user of the mobile application Wangie (**Wangie App**), the most recent version being available to download on App Store for IOS devices and Play Store for Android devices (**App Stores**) onto your mobile telephone or handheld device (**Device**). This policy also applies to personal data processed by us in relation to any of the services accessible through the Wangie App (**Services**). Any data that we collect through Wangie shall be known as the **Customer Data**, and any data collected specifically through Wangie App known as the **Wangie Data**. It only applies to users of the Wangie App and not to therapists providing services through the Wangie App.

This policy explains how we handle your personal data, your privacy rights, and the legal protections in place. It covers all personal data processing by Wangie, except for recruitment and employment, which are governed by separate internal policies. It's crucial to read this policy to understand how and why we use your data. The document also includes our general cookies and similar technologies policy for the Wangie website (Schedule 1) and our policy for the Wangie App (Schedule 2).

This policy does not cover any third party website you have used to access our website or the Wangie App or any third party websites that you access from them. Please note that if you download the Wangie App through App Stores, you may be subject to the relevant App Store's terms and privacy policy, which you should read separately. For reference, Google Play Store's privacy policy can be accessed at <https://policies.google.com/privacy>; and Apple App Store's privacy policy can be accessed at <https://www.apple.com/uk/legal/privacy/en-ww/>.

Before using the Services, you individually, or acting on behalf of the company who has paid for access to the Services, will need to have agreed to our standard customer [Terms of Use](#).

1. WHO WE ARE

1.1 Contact Details

Our full details are:

Full Name of Legal Entity: Wangie Ltd, a company incorporated in England under registered company number 12525029.

Postal Address: 28 Sloane Gardens, London, England, SW1W 8DJ;

ICO Registration Number: ZB438570 (this is the number under which we are registered with the UK Information Commissioner's Office as a fee paying data controller).

1.2 Under the UK General Data Protection Regulation or the EU General Data Protection Regulation (collectively **GDPR**) and other relevant data protection legislation, we act as both a data controller (i.e., where we make decisions) in relation to your personal data that we collect, as well as a data processor (i.e., where we process data broadly in accordance with your instructions).

When we act as a Data Processor: If you use our Services to handle personal data or if we handle personal data on your behalf, we become a data processor. In these situations, you may be either a data controller or a data processor, and we will act as a processor or a sub-processor. As a processor, we are limited in how we can use personal data (as described in this policy) and we are obligated to comply with data protection laws.

When we act as a Data Controller: By contrast, when we collect personal data and determine the purposes and means of processing that personal data – for example, when we store account information for Wangie App user account registration, administration, services access, or contact information as explained below – we act as a data controller.

1.3 Third-Party Links

Our websites and the Wangie App may include links to third-party websites, widgets, plug-ins and applications (including social media platforms). Clicking on those links or enabling those connections may allow third parties to collect or share data about you or allow you to import data from those third party

applications or websites into the Wangie platform.

We do not control these third-party websites or applications and are not responsible for their privacy statements. When you leave our website or application, we encourage you to read the privacy policy of every third-party website or application you visit.

2. WHAT KIND OF PERSONAL DATA DOES WANGIE PROCESS?

INFORMATION YOU SUPPLY TO US

- 2.1 General personal data** - This is personal information about you that you share with us by visiting and interacting with our website, through email, through the post, on the telephone, when you register to use the Services, when you occasionally complete customer surveys, engage with our customer services team, engage Wangie to provide Services or by any other means.

Typically, when you interact with Wangie you may provide information about yourself, including your full name, billing address, payment details, email address, telephone and/or mobile phone number and other contact details. You may provide similar information where you contact us or sign up to our newsletter. As outlined in our Terms of Use, you will remain anonymous to us and to your therapist unless you choose to waive your anonymity and disclose your identity or any other personal information to your therapist through Wangie. Additionally, under limited circumstances described in clause 10, we may be compelled to de-anonymise and disclose this data to authorised parties. Please bear in mind that if your therapist considers that you have acted in a way towards him/her that would constitute a crime, or you have disclosed that you have committed a crime, the therapist may be under a legal duty to report this fact to relevant authorities.

Wangie App Data:

It is important to us that Wangie provides a safe space for users to seek ad hoc support, therefore your use of the Wangie App will, as a starting point, be anonymous from the perspective of other users / therapists, as set out in our Terms of Use. When you sign up to use the Services you will be required to provide your email address, a nickname (by which you will be known on the Wangie App) and choose a password. When using the Services you may also (but are not required to) provide your payment details (for Services which are paid) and upload other personal data relating to yourself, and you may provide personal data when you report any technical or service issues in relation to our websites or Wangie, including relevant notes about any issues and how we responded to resolve these.

- 2.2 Financial Details:** We may collect financial details of our customers online including sort codes and account numbers and billing information, which we will collect and process using Stripe, a third party PCI-compliant service provider. Stripe is not permitted to store, retain, or use information you provide except for the sole purpose of payment processing on our behalf, and we do not process this data for any other purpose than for administering your payment for our Services.
- 2.3 Marketing Information:** You may also communicate your preferences in receiving marketing from us and our third parties and your communication preferences (including details you provide when you opt-in to receive marketing communications from us). You can change your marketing preferences by emailing us at: hello@wangie.app and unsubscribe from our emails using the 'unsubscribe' option at the bottom of our emails.
- 2.4 Chat, Voice and Video Data:** While your use of the Services is anonymous, and you are not required to disclose any personal information other than that required to register you as a user, you may choose to share personal data with a chosen therapist in your chat, on a voice or video call, or across other features while using Wangie App. We do not disclose this data except for the purpose of facilitating your communication with a therapist or facilitating your use of other Wangie App features. This is however subject to the restrictions set out in the Terms of Use, and if your content shared on Wangie is found to be in breach of such terms, we will delete the infringing material. Further, please bear in mind that if your therapist considers that you have acted in a way towards him/her that would constitute a crime, or have disclosed that you have committed a crime, the therapist may be under a legal duty to report this to the relevant authorities. Generally, you should not share personal data relating to third parties on Wangie, and if you choose to make any such disclosures, you must first obtain permission from the relevant party.

IF YOU FAIL TO PROVIDE PERSONAL DATA

- 2.5 Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our Services). In this case, for example, if you fail to provide us with your payment details, we may not be able to grant you individual sessions with a therapist.

PERSONAL DATA WE COLLECT

- 2.6 **Technical Data from our Websites or Wangie App:** We use certain technical services to gather technical data online whenever you use our websites including information about your device and your visits to our websites such as your IP address, geographical location, browser type, referral source, length of visit and pages viewed. We also use certain technical services to gather technical and usage data whenever you use the Wangie App. You will not be personally identifiable from any such data, except for your payment data, as described above. However, we will not use this data for any other purpose than to enable Stripe to facilitate your payment. Please see our cookies and similar technologies policy in Schedule 1 below for further details.

PERSONAL DATA WE RECEIVE FROM THIRD-PARTIES

Wangie App: Through the Services, users may collect, store and process personal data about you. We have requested that no Special Categories of personal data are collected or shared through the Services, but otherwise we do not control or monitor users' use or processing of personal data through the Services. For the avoidance of doubt, your individual conversations with a therapist will remain private and will not be disclosed to other users.

- 2.7 **IMPORTANT – PLEASE NOTE:** Our [Terms of Use](#) require users to refrain from uploading any data using the Services in violation of applicable laws, including not to process any personal data without valid legal grounds, to be mindful of any sensitive or special categories of data shared with other users or therapists (such as financial information, medical data, information about religious or political affiliations etc), and not to infringe any third party's other rights using the Services. For the avoidance of doubt, the Services are intended to be anonymous, therefore you will never be required to disclose any personal data except that required to register you as a user, but you may choose to share some personal information, such as information relating to your mental health, with a therapist while using the Services.

We require all of users to agree to adhere to these Terms, as well as our [Community Guidelines](#) at all times, but do not actively monitor content uploaded or processed using the Services and are not responsible for enforcing those Terms. If you are reviewing this policy because you believe your data has been used in violation of those Terms, please contact us.

- 2.8 **Other:** from time to time, we may receive personal information from other sources. We will always endeavour to ensure such information is provided from reputable sources, who are GDPR compliant to do so.

KEEPING YOUR PERSONAL DATA UP TO DATE

- 2.9 It is important that the data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

3. WHAT INFORMATION IS NOT COLLECTED?

- 3.1 **If you are a therapist and you would like to list your services on Wangie, this Privacy Policy is not directed at you. Please reach out to receive our Internal Privacy Policy link** for staff and participating therapists. If you are a user, we do not intentionally collect sensitive personal data or special category data (including details about your race or ethnicity, religious or philosophical beliefs, medical information, sex life, sexual orientation, political opinions, trade union membership, genetic and biometric data, social security numbers). Nor do we collect any information about criminal convictions and offences of our website or App users. You may choose to share that information with us voluntarily in the course of your use of the Services, in which case we will process this data to facilitate your use of Wangie and may have a duty to disclose it to authorised parties under certain circumstances discussed in this policy. **For the avoidance of doubt, criminal convictions and offence data will be carefully verified for the safety of our users if you would like to list your services on Wangie as therapist.**

- 3.2 As noted above, our Terms of Service include restrictions on any of users using the Services to collect such data (or financial information) but as noted we do not proactively monitor this, and cannot be held responsible where users breach these restrictions.

- 3.3** If you're a child under the age of 18 (or are otherwise younger than the legal age limit required in the country in which you reside), you may not have a user account on Wangie. Wangie does not knowingly collect information from or direct any of our content specifically to children under relevant ages. If we learn or have reason to suspect that you are a user who meets these criteria, we will unfortunately have to close your user account. Please see our [Terms of Use](#) for information about user account termination.

If you are under 18 and need support, you can find resources under this link:
<https://www.childline.org.uk/get-support/>.

4. HOW IS INFORMATION USED?

- 4.1** We will only use your personal data when the law allows us to. Most commonly, we will use your personal data (other than Wangie App Data) in the following circumstances:

- 4.1.1 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.
- 4.1.2 Where we need to comply with a legal or regulatory obligation.

- 4.2** We only use Wangie App Data in the following circumstances:

- 4.2.1 To operate, maintain and improve Wangie App and its related features.
- 4.2.2 Where necessary to give you access to Wangie App and related features, engage with the content or otherwise interact with the Wangie App.
- 4.2.3 To provide technical support or customer service.
- 4.2.4 To communicate with you about Wangie and any relevant updates.
- 4.2.5 Where we need to comply with a legal or regulatory obligation.

- 4.3** Generally, we do not rely on consent as a legal basis for processing your personal data other as set out below in relation to marketing and testimonials. We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

4.4 Our Standard Business Operations:

- 4.4.1 To provide the services and any other responsibilities that we contract to do so with you;
- 4.4.2 To provide you with information that you request from us;
- 4.4.3 To improve our Service by constant research and development around instant mental health support; and
- 4.4.4 As part of our payments processes.

We may also use contact information to notify you of any issues which might impact the provision of our Services to you or on your use of the Wangie App.

4.5 Marketing

We maintain contact lists (with email addresses) to allow us to communicate with our customers or individuals who have expressed an interest in our Services.

We may contact you to respond to requests that you make, notify you of changes to the Services, for marketing purposes, or to otherwise inform you of information related to our business.

We strive to provide you with choices regarding personal data uses for marketing and advertising and currently use to manage our email correspondence. You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us, as appropriate, at any time.

Where you opt out of receiving marketing messages, this will not apply to personal data provided to us as a result of your engagement with us to provide Services to you. However, you can contact us at any time to request the deletion of your account if you would like us to remove your personal data from our system altogether.

We will not sell your personal data to any third party (as noted below).

4.6 Testimonials

If we post customer testimonials and comments on our websites, this contain personal data. We obtain each customer's consent via email prior to posting the customer's testimonial and we will not post your nicknames, other than anonymised or if separately pre-agreed with you in specific cases.

4.7 Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

4.8 Legal Requirements

We will keep and use your data in terms of any legal or regulatory requirements that we have and can use your data to protect our legal position, if legal action is required, including the recovery of any outstanding debts.

By way of further example, we will share your personal data with the relevant agencies and without notice, where we are requested to or suspect fraudulent activities, money laundering, or terrorist related activities.

4.9 Chat, Voice and Video Data

Whilst we may have access to personal data stored on Wangie App, i.e., what we call **Wangie App Data** in these terms, we do not process such data otherwise than in accordance with our Terms of Use and your instructions, and we do not process any such data contained in your private conversations with your therapist. It belongs to you, and you are responsible for it, as well as for making sure that your content complies with our Terms of Use and Community Guidelines.

We do not access any information (including personal data contained in same) stored in the chat logs tied to your Wangie user account unless required to for security or maintenance, or for support reasons, or with the consent of the account owner, or process it other than to store the data securely as described herein, and then delete it as applicable, or as strictly required by law.

4.10 Enhancing the Software Services

We may use Wangie App Data for the purposes of providing, enhancing, or improving our fraud detection, marketing and the Services.

4.11 Website Administration and Customisation

We may use the information we collect about you (with the exception of Wangie App Data) for a variety of website and App Store pages administration purposes, and customisation purposes. For example, we use your information to send you email updates and other communications, customise features and advertising that appear on our websites, deliver our websites content to you, measure Website traffic, measure user interests and traffic patterns, and improve our websites and the services and features offered via our websites.

4.12 Aggregated or Non-Identifying Information

Non-identifying information includes information collected from or about you that does not personally identify you – including aggregated information. Wangie treats IP addresses, log file information, user agent strings, device IDs, and related information as non-identifying information, except if applicable law suggest us to do otherwise. Certain jurisdictions, including the European Union, may deem IP addresses and/or Unique IDs, to be personal data. Accordingly, for persons in such jurisdictions, our use of non-identifying information as described in this policy should be assumed to include IP address and Unique ID data.

We may also anonymise your chat logs or conversations with therapists by using algorithmic processes to strip those conversations of any personally identifying information.

We may use non-identifying information for any purpose, including where we combine it with third party data sources (including data obtained from offline sources and data obtained from our users using the Services) in our effort to improve the Services, including to train our AI Assistant and to enhance other features of our App to best suit our users' needs.

5. WHAT INFORMATION IS SHARED?

5.1 We do not disclose personal data outside Wangie, except in the situations listed in this section or in the section below on Compelled Disclosure, but may have to share your personal data with the categories of data processors or data controllers set out below for the purposes set out in in above or otherwise below:

- 5.1.1 with HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom, or other jurisdictions in which we do business and to whose laws we are subject who require reporting of processing activities in certain circumstances (excluding private Customer Data and Wangie App Data – unless we are subject to a Compelled Disclosure);
- 5.1.2 with third party purchasers, if we buy, sell or merge any business or assets of our business and are required to share data as part of the buying, selling or merger agreement or if our assets are acquired by a third-party, and data is transferred as part of the purchased assets. If any such change happens, we will ensure that it is under terms that preserve the confidentiality of your personal data, and we will notify you on our website or by email before any transfer of your personal data. Any purchaser would be bound by the terms of this policy and our Terms of Service;
- 5.1.3 with professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services, where they have a need to know same for any of the purposes set out above (excluding private Customer Data and Wangie App Data which we would typically not share unless in seeking to understand our legal obligations in connection with any Compelled Disclosure request);
- 5.1.4 with sub-contractors such as consultancy staff whom we use to deliver the Services, facilitate sales activities in specific jurisdictions and assist us with other services relating to the Software Services, such as technical support or copyrighting, where they have a need to know same for any of the purposes set out above, provided that any sales staff will not typically have access to details around your use of the Software Services;
- 5.1.5 with reputable and trusted third-parties where we have asked them to contact you on our behalf, where you have given us consent, it is part of our contractual agreement, is a legal requirement or there is clear legitimate interest between us (these services may include sending you an email) (excluding private Customer Data, unless for the limited purposes described above, and Wangie App Data);
- 5.1.6 with trusted third parties to provide you with co-marketing content that we think may be relevant to you, where you have opted in to receiving such content. When you engage with these co-marketing partners, we will tell you who we are sharing data with and provide a link to the co-marketing partner's privacy policy so you can learn more about how to opt-out of the partner's communications. These co-marketing partners are required to adhere to our privacy and data protection policies (excluding private Customer Data and Wangie App Data);
- 5.1.7 with specific selected third parties, determined by us, if you breach any agreement with us, including so as to enforce our rights against you, including debt-collection firms or service providers, solicitors or barristers and law enforcement agencies (if applicable) (excluding private Customer Data and Wangie Data);
- 5.1.8 with service providers acting as processors based in the European Union, United Kingdom and the United States who provide IT and system administration services, including for the delivery of the Services to you, as set out below: When we transfer your data to our service providers, we remain responsible for it:
 - with email marketing services such as Hubspot or Mailchimp to send marketing emails where you have opted in to receiving them. You can unsubscribe directly from any mailing list using the unsubscribe links provided within emails (excluding private Customer Data and Wangie App Data);

- with customer relationship management tools or platforms such as Hubspot, to manage customer support, relationship management and mailing functionality;
- with analytical service providers in order to analyse our website' traffic to improve products and services such as Wix and Mixpanel (excluding private Customer Data and Wangie App Data);
- with processors offering software tools and applications such as Zapier and Google Sheets, or US based external servers (including externally provided original and backup servers), that are used to store personal data provided by you on our behalf (our current servers are maintained by Amazon Web Services, whose privacy policies are available at <https://aws.amazon.com/privacy/>);
- payment processing providers, such as Stripe, to facilitate payments via Wangie; and

5.1.9 with participating therapists, particularly the therapist you choose to engage with through the Wangie website or Wangie App. The nature of the Services envisages an anonymous conversation (both ways), therefore your identity will not be disclosed, unless you choose to share this information yourself.

5.2 We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process the minimal personal data required for the specified purposes, in accordance with our instructions, where they have agreed to privacy restrictions similar to our own policy.

5.3 We do not share, sell, rent, or trade personal data with third parties for their commercial purposes. However, we may share non-identifying information (as defined above at Paragraph 4.12) with users, affiliates, and other third parties for any purpose. For example, we may compile statistics on the usage of particular formats on Wangie, or details of how users have generally interacted with Wangie or achieved certain outcomes or results via the platform.

5.4 We may also share personal data with your permission, so we can perform services you have requested.

6. IS SHARED INFORMATION TREATED DIFFERENTLY?

6.1 The Services may allow you to share your personal data with other users who may access that content and use it in compliance with our Terms of Service, where, for example, users reply to each other's text messages on the forum.

6.2 If you do not want your Personal Information to be utilised by third parties, please do not make your Wangie App Data available to them.

6.3 Whilst Wangie accepts no responsibility for how other users may use information stored on your Wangie user account you choose to share with them, we do request our users to adhere to our Terms of Use and community guidelines.

7. HOW IS MY INFORMATION SECURED?

7.1 Wangie takes all measures reasonably necessary to protect personal data from unauthorised access, alteration, or destruction, maintain data accuracy and help ensure the appropriate use of personal data. We follow generally accepted industry standards to protect the personal data we hold, both during transmission and once we receive it.

7.2 In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They are required to only process your personal data on our instructions and they are subject to duties of confidentiality.

7.3 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

7.4 No method of transmission, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

8. HOW IS INFORMATION COLLECTED AND STORED GLOBALLY?

8.1 Information that we collect will be stored and processed in the United Kingdom, the European Union or the United States in accordance with this policy and applicable laws. However, we understand that we have users from different countries and regions with different privacy expectations and local legal requirements, and we try to meet those needs and requirements.

8.2 We provide the same standard of privacy protection to all our users around the world, regardless of their country of origin or location, and we are proud of the levels of notice, choice, accountability, security, data integrity, access, and recourse we provide. We work hard to comply with the applicable data privacy laws wherever we do business.

Additionally, we require that if our service providers or affiliates have access to personal data, they must comply with applicable data privacy laws, including signing data transfer agreements such as EU standard contractual clause agreements, where required by law.

8.3 In particular:

8.3.1 we provide clear methods of unambiguous, informed consent at the time of data collection, when we do collect your personal data and if applicable. Where consent is not the applicable ground for processing, we will ensure that it has an appropriate ground for processing any personal data (including but not limited to contractual obligation or legitimate interest);

8.3.2 we collect only the minimum amount of personal data necessary unless you choose to provide more. We encourage you to only give us the amount of data you are comfortable sharing;

8.3.3 we offer you simple methods of accessing, correcting, or deleting the data we have collected; and

8.3.4 we provide our users notice, choice, accountability, security, and access, and we limit the purpose for processing. We also provide our users a method of recourse and enforcement.

9. WHAT HAPPENS IF I HAVE A COMPLAINT?

9.1 If you have concerns about the way Wangie is handling your personal data, please let us know immediately. We want to help so please email us directly at hello@wangie.app with the subject line "Data Privacy". We will respond within the timeframes required by applicable law.

9.2 If you are a data subject based in the UK or European Union, you may 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), or other competent supervisory authority of an EU member state if the Services are accessed outside the UK but from another EU member state. We would appreciate the chance to deal with your concerns before you approach such bodies so would ask that you please contact us in the first instance.

10. HOW DO YOU RESPOND TO COMPELLED DISCLOSURE REQUIREMENTS?

10.1 Wangie may disclose personal data or other information we collect about you to law enforcement in response to a valid subpoena, court order, warrant, or similar governmental order, or when we believe in good faith that disclosure is reasonably necessary to protect our property or rights, or those of third parties or the public at large.

10.2 In complying with court orders and similar legal processes, Wangie strives for transparency. When permitted, we will make a reasonable effort to notify users of any disclosure of their information, unless we are prohibited by law or court order from doing so, or in rare, exigent circumstances.

11. HOW CAN I ACCESS MY OWN PERSONAL INFORMATION?

If you're already a user, you may access, update, alter, or delete your basic user profile information by contacting us.

Under certain circumstances, where you are a citizen of the European Union or UK, you have rights under data protection laws in relation to your personal data under GDPR. Similarly, if you are a citizen of the United States of America you may have certain rights under the relevant data protection laws in your state, such as

the CCPA (CPRA) if you are in California, the CPA in Colorado, the UCPA in Utah, the CTDPA in Connecticut and the VCDPA in Virginia.

Under this policy and in compliance with the GDPR, you have the right to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law.
- Please note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us.

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 may refuse to comply with your request in these circumstances.

Where you exercise one of your rights, we may need to request specific information from you to help us confirm your identity and ensure your right to exercise such 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.

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

12. DATA RETENTION AND DELETION

Personal Data Generally

12.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

12.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your

personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

- 12.3** We will keep your personal data for the term you have consented to, for the duration of your use of the Wangie App where there is a legitimate interest for us to remain in contact with you, or for the legally required period, whichever is the longest.
- 12.4** By law we have to keep basic information about any of our customers (including contact, identity, financial and transaction data) for six years after you cease being a customer for tax purposes. For the purposes of contract administration, we will also store all data as long as the contract you have placed through us endures and for the six year limitation period thereafter in case you raise any claims in relation to any Services you have purchased from us. This section does not apply to your personal data or Wangie Data.
- 12.5** In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you. Wangie will retain personal data on your behalf whilst either a) valid grounds for processing exist; or b) a maximum of 6 weeks following termination of your Wangie user account (excluding Wangie Data as noted below).
- 12.6** If you would like to cancel your Wangie App user account and initiate deletion of your personal data, you may do so by contacting us at: hello@Wangie.app. As above, we will retain and use your information as necessary to comply with our legal obligations, resolve disputes, maintain security, and enforce our agreements, but barring legal requirements, the timeframe above will be observed for deletion.

Wangie App Data

- 12.7** We will endeavour to delete any Wangie App Data no later than 6 weeks after your account being terminated, or you deleting such Wangie App Data using your account. This is to synchronise deletion of such Wangie App Data with our standard data deletion cycles, and to facilitate the potential provision of a service to you (as our customer) that may permit the restoration of your account, or of accidentally deleted Wangie App Data, upon request and for payment of a fee. You should not that this is not guaranteed, and that Wangie App Data may be, irrevocably, deleted more quickly.

13. WILL YOUR PRIVACY POLICY CHANGE?

If there are material changes to this policy or in how we use your personal data, we will prominently post such changes prior to implementing the change. We encourage you to periodically review this policy to be informed of how we are collecting and using your information.

We keep this policy under regular review, for example, to reflect changing business circumstances and legal developments.

Although most changes are likely to be minor, it may change and if it does, these changes will be posted on our website and, where appropriate, notified to you when you next log on to use the Wangie App. Otherwise, any changes shall be applicable without further notice.

This version one of this policy was last updated on 3 July 2023 and historic versions can be obtained by contacting us.

14. HOW CAN I CONTACT WANGIE?

Questions regarding our Privacy Policy or information practices should be directed to us hello@Wangie.app.

15. LEGAL

This policy shall be governed by and interpreted in accordance with the laws of England, and you irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this policy.

This policy forms part of the [Terms of Use](#).

SCHEDULE 1 – GENERAL COOKIES AND OTHER TECHNOLOGIES POLICY (EXCEPTING WANGIE APP)

1. WHAT SPECIFIC TECHNICAL DATA DO WANGIE COLLECT?

- 1.1** Wangie collects and analyses traffic by keeping track of the IP addresses of our visitors and by collecting log file information. Your IP address is a number that is automatically assigned to the computer that you are using by your Internet service provider (**ISP**) or by another organisation. An IP address, by itself, cannot identify you personally (unless you are logged in whilst using our sites). However, when combined with other information, your IP address can be used to identify the computer you are using. In addition, Wangie may use your IP address to estimate your geographic location.
- 1.2** Our websites uses "cookies" and similar technologies, including HTML5 local storage on our websites and when providing the Services. A cookie is a file stored on your device that may be used to identify an individual as a unique user by storing certain personal preferences and user data. Wangie uses cookies and other technologies to identify your device, identify authorised users of the Wangie service, track affiliate referrals, complete online purchases through Wangie's billing system, and similar Website monitoring activities.
- 1.3** Wangie may also use web beacons, small graphic images or other web programming code (also known as "1x1 GIFs" or "clear GIFs"), which may be included in our web pages and email messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to our websites, to monitor how users navigate our websites, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.
- 1.4** Wangie may also use embedded scripts on our websites and in connection with the provision of its Services. "Embedded scripts" are programming code designed to collect information about your interactions with a website, such as the links you click on, and may assist our customers in providing us with information used to provide the Services. The code is temporarily downloaded onto your device from our web server, our customer's web server, or a third party service provider, is active only while you are connected to our websites containing the embedded script, and is deactivated or deleted thereafter.
- 1.5** Your web browser automatically sends information to every website you visit, including ours. For example, our server logs may receive and record information such as the pages you access on our websites, referring URLs, your browser type, your operating system, the date and time of your visit, and the duration of your visit to each page.
- 1.6** Log file information may also include a user agent string, a series of characters automatically sent with your Internet requests that provide information necessary for smooth Internet communications such as the operating system and browser you used. Similar to an IP address, a user agent string, by itself, does not identify you personally. However, when combined with other information, a user agent string might be used to identify the computer originating a message.
- 1.7** Wangie may also request access to or otherwise receive information about your device location when you access our websites. Your location data may be based on your IP address. We use location data in connection with providing the Services and to help improve the Services.
- 1.8** Wangie may assign your computer or mobile device a unique identification number (**Unique ID**) based on log file information when you access our websites Wangie may set a cookie on your device containing, amongst other things, the device's Unique ID. Wangie uses information generated from the Unique ID for purposes of improving our Services, primarily our ability to detect fraud. Wangie does not share the Unique ID or any associated data with unaffiliated third parties.

2. WHAT COOKIES / TRACKING CODE ARE USED BY WANGIE?

2.1 Cookies

- 2.1.1** Wangie uses cookies to make interactions with our service easy and meaningful. We use cookies (and similar technologies, like HTML5 local storage) to keep you logged in, remember your preferences, and provide information for future development of Wangie.
- 2.1.2** A cookie is a small piece of text that our web server stores on your computer or mobile device, which your browser sends to us when you return to our site. Cookies do not necessarily identify you if you are merely

visiting Wangie; however, a cookie may store a unique identifier for each logged in user. The cookies Wangie sets are essential for the operation of our websites or are used for performance or functionality. By using our website, you agree that we can place these types of cookies on your computer or device. If you disable your browser or device's ability to accept cookies, you will not be able to log in or use Wangie's services.

2.2 Essential Cookies

2.2.1 These cookies enable core functionality such as security, verification of identity and network management. These cookies can't be disabled.

2.3 Marketing Cookies

2.3.1 These cookies are used to track advertising effectiveness to provide a more relevant service and deliver better ads to suit your interests.

2.4 Functional Cookies

2.4.1 These cookies collect data to remember choices users make to improve and give a more personalised experience.

2.5 Analytics Cookies

2.5.1 These cookies help us to understand how visitors interact with our website, discover errors and provide a better overall analytics.

2.6 Wix, Mixpanel and Hubspot

2.6.1 We use Wix, Mixpanel and Hubspot as third party tracking services, but we don't use them to track you individually or collect your personal data. We use these third party cookies to collect information about how our website performs and how our users, in general, navigate through and use Wangie. This helps us evaluate our users' use of Wangie; compile statistical reports on activity; and improve our content and website performance.

2.6.2 Wix, Mixpanel and Hubspot gather certain simple, non-personally identifying information over time, such as your IP address, browser type, internet service provider, referring and exit pages, time stamp, and similar data about your use of Wangie. We do not link this information to any of your personal information such as your username.

2.6.3 Wangie will not, nor will we allow any third party to, use the Wix, Mixpanel and Hubspot tools to track our users individually; collect any personal data other than IP address; or correlate your IP address with your identity. All three parties provide further information about their own privacy practices and specify the cookies they may set.

2.6.4 Certain pages on our site may set other third party cookies. For example, we may embed content, such as videos, from another site that sets a cookie. While we try to minimise these third party cookies, we can't always control what cookies this third party content sets.

2.7 Tracking

2.7.1 "Do Not Track" is a privacy preference you can set in your browser if you do not want online services to collect and share certain kinds of information about your online activity from third party tracking services. We do not track your online browsing activity on other online services over time and we do not permit third-party services to track your activity on our site beyond our basic Wix, Mixpanel and Hubspot tracking, which you may opt out of. Because we do not share this kind of data with third party services or permit this kind of third party data collection on Wangie for any of our users, and we do not track our users on third-party websites ourselves, we do not need to respond differently to an individual browser's Do Not Track setting.

2.7.2 If you are interested in turning on your browser's privacy and Do Not Track settings, the Do Not Track website has browser-specific instructions.

2.7.3 Please see our section on email communication to learn about our use of pixel tags in marketing emails.

SCHEDULE 2 – WANGIE APP – COOKIES AND OTHER TECHNOLOGIES POLICY

1. WHAT SPECIFIC TECHNICAL DATA DO WANGIE COLLECT?

- 1.1** Wangie collects and analyses traffic by keeping track of the IP addresses of our visitors and by collecting log file information. Your IP address is a number that is automatically assigned to the computer that you are using by your Internet service provider (**ISP**) or by another organisation. An IP address, by itself, cannot identify you personally (unless you are logged in whilst using our sites). However, when combined with other information, your IP address can be used to identify the computer you are using. Wangie does not track ISPs currently, but may do so in future.
- 1.2** Our Wangie App uses "cookies" and similar technologies, including HTML5 local storage on our websites and when providing Wangie. A cookie is a file stored on your device that may be used to identify an individual as a unique user by storing certain personal preferences and user data. Wangie uses cookies and other technologies to identify your device, identify authorised users of the Wangie service, track affiliate referrals, complete online purchases through Wangie's billing system, and similar website monitoring activities.
- 1.3** Wangie may also use web beacons, small graphic images or other web programming code (also known as "1x1 GIFs" or "clear GIFs"), which may be included in our web pages and email messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to our websites, to monitor how users navigate our websites, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.
- 1.4** Wangie may also use embedded scripts on our websites and in connection with the provision of Wangie. "Embedded scripts" are programming code designed to collect information about your interactions with a website, such as the links you click on, and may assist our customers in providing us with information used to provide Wangie. The code is temporarily downloaded onto your device from our web server, our customer's web server, or a third party service provider, is active only while you are connected to our websites containing the embedded script, and is deactivated or deleted thereafter.
- 1.5** Your web browser automatically sends information to every website you visit, including ours. For example, our server logs may receive and record information such as the pages you access on our websites, referring URLs, your browser type, your operating system, the date and time of your visit, and the duration of your visit to each page.
- 1.6** Log file information may also include a user agent string, a series of characters automatically sent with your Internet requests that provide information necessary for smooth Internet communications such as the operating system and browser you used. Similar to an IP address, a user agent string, by itself, does not identify you personally. However, when combined with other information, a user agent string might be used to identify the computer originating a message.
- 1.7** Wangie may assign your computer or mobile device a unique identification number (**Unique ID**) based on log file information when you access our websites Wangie may set a cookie on your device containing, amongst other things, the device's Unique ID. Wangie uses information generated from the Unique ID for purposes of improving our Services, primarily our ability to detect fraud. Wangie does not share the Unique ID or any associated data with unaffiliated third parties.

2. WHAT COOKIES / TRACKING CODE ARE USED BY WANGIE?

2.1 Cookies

- 2.1.1** Wangie uses cookies to make interactions with our service easy and meaningful. We use cookies (and similar technologies, like HTML5 local storage) to keep you logged in, remember your preferences, and provide information for future development of Wangie.
- 2.1.2** A cookie is a small piece of text that our web server stores on your computer or mobile device, which your browser sends to us when you return to our site. Cookies do not necessarily identify you if you are merely visiting Wangie; however, a cookie may store a unique identifier for each logged in user. The cookies Wangie sets are essential for the operation of our websites, or are used for performance or functionality. By using our website, you agree that we can place these types of cookies on your computer or device. If you disable your browser or device's ability to accept cookies, you will not be able to log in or use Wangie's services.

2.2 Google, Wix, Mixpanel, Zapier, Hubspot and AWS

- 2.2.1 Our App uses Google, Wix, Mixpanel, Zapier, Hubspot and AWS as third party tracking services, but we don't use them to track you individually or collect your personal data. We use these third party cookies to collect information about how our App performs and how our users, in general, navigate through and use Wangie. This helps us evaluate our users' use of Wangie; compile statistical reports on activity; and improve our content and App performance.
- 2.2.2 The third party cookies gather certain simple, non-personally identifying information over time, such as your IP address, browser type, internet service provider, referring and exit pages, time stamp, and similar data about your use of Wangie. We do not link this information to any of your personal information such as your username.
- 2.2.3 Wangie will not, nor will we allow any third party to, use the third parties' tools to track our users individually; collect any personal data other than IP address; or correlate your IP address with your identity. All third parties separately provide further information about their own privacy practices and specify the cookies they may set.
- 2.2.4 Certain pages on our site may set other third party cookies. For example, we may embed content, such as videos, from another site that sets a cookie. While we try to minimise these third party cookies, we can't always control what cookies this third party content sets.

2.3 Tracking

- 2.3.1 "Do Not Track" is a privacy preference you can set in your browser if you do not want online services to collect and share certain kinds of information about your online activity from third party tracking services. We do not track your online browsing activity on other online services over time and we do not permit third-party services to track your activity on our site beyond our basic Google, Wix, Mixpanel, Zapier, Hubspot and AWS tracking, which you may opt out of. Because we do not share this kind of data with third party services or permit this kind of third party data collection on Wangie for any of our users, and we do not track our users on third-party websites ourselves, we do not need to respond differently to an individual browser's Do Not Track setting.
- 2.3.2 If you are interested in turning on your browser's privacy and Do Not Track settings, the Do Not Track website has browser-specific instructions.
- 2.3.3 Please see our section on email communication to learn about our use of pixel tags in marketing emails.