

# 'Siderise Inspection' Mobile Application Terms and Conditions



The following definitions apply in these Terms and Conditions:

Building Safety Laws	means: <ol style="list-style-type: none"><li>1. the Building Safety Act 2022;</li><li>2. the Defective Premises Act 1972;</li><li>3. the Building Act 1984;</li><li>4. the Building Regulations 2010 (SI 2010/2214);</li><li>5. the UK version of Regulation (EU) No. 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018 and the Construction Products Regulations 2013 (SI 2013/1387);</li><li>6. any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations having the force of law that affects any Product and/or the Works;</li><li>7. any guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations; and</li><li>8. any building safety laws and regulations now or from time to time in force that affect any Product and/or Works.</li></ol>
Group Company	means Siderise and any business entity from time to time controlling, controlled by or under common control with Siderise.
Guidance	means Siderise's Installation Instructions and Technical Data Sheets relating to the Product.
Product	means any product or kit (meaning a set of at least two separate components that need to be put together to be incorporated into any construction works) which is manufactured and/or supplied by any Group Company and identified in a Report.
Report	means a report generated by Siderise through the Mobile App.
Siderise	means Siderise Insulation Limited (a company registered in England and Wales with company registration number 02370350)
Inspection Service	means the service provided by Siderise through the Mobile App.

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User	means any organisation and/or person using the Mobile App.
Works	means the construction works carried out, or to be carried out, by the User and to which any Report relates.

## 1. Agreement and Waiver

The User's use of the 'Siderise Inspection' Mobile Application (the "Mobile App") confirms the User's agreement to these Terms and Conditions, and the User waives any right the User may otherwise have to rely on any contractual or implied term (whether by course of dealing, custom, or law) which is inconsistent with these Terms and Conditions.

## 2. Use of the Mobile App

The Mobile App is owned and operated by Siderise Insulation Ltd ("Siderise", "we", "us" or "our") and provides a simple, easy-to-use process for the User to provide Siderise with information regarding the installation of a Product. Siderise will review the information provided and provide the User with a Report.

The purpose of a Report is to provide the User with Siderise's independent opinion as to whether the installation of the Product appears to be consistent with the Guidance only, and is based solely on the information provided to Siderise by the User supplemented by such additional information as Siderise may elect to procure from the User. The User acknowledges and agrees that the User will provide Siderise with all information which Siderise requires to consider whether the installation of the Product appears to be consistent with the Guidance, and that Siderise is under no obligation to identify and request any information which has not, or may not have, been provided by the User.

A Report is not, and is not intended to be, a complete record of the installation of the Product and/or the Works and, without limitation, does not consider the acoustic, fire or thermal performance, design, fitness for purpose, specification and/or suitability of the Product and/or all or any part of the Works and/or whether the installation of the Product and/or the Works comply with any corresponding contract between the User and any third party and/or the Building Safety Laws, and in respect of which the User should seek independent advice.

The User acknowledges and accepts there are inherent limitations to reviewing the installation of the Product off-site and/or by sample and that Siderise will consider the installation of the Product subject to those limitations and with reasonable skill and care by reference to the Guidance current at the date of the Report only. Siderise has no obligation to inform the User if there is any change to the Guidance after the date of the Report.

If the Report identifies any part of the installation of the Product which may not appear to be consistent with the Guidance, Siderise may, to the extent possible when exercising reasonable skill and care, and subject to the limitations referred to above, provide information regarding any further works which the User may consider appropriate to carry out with the objective that the installation of the Product will be consistent with the Guidance.

Without limitation, Siderise does not guarantee, represent or warrant that the carrying out of any such further works will mean the installation of the Product is consistent with the Guidance.

Following the carrying out of any further works, the User agrees and undertakes to provide photographs of the installation of the Product and/or the Works for inspection by Siderise

and Siderise will update the Report as necessary.

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## 3. Mobile Application Installation

Versions of the Mobile App are available for free download on both 'iOS' and 'Android' platforms at the 'Apple App Store' and 'Google Play' sites respectively via the Microsoft PowerApps application.

## 4. Registration Process

Once the User has installed the Mobile App, the User should send an email to [app.requests@siderise.com](mailto:app.requests@siderise.com). Once approved, a confirmation email will be sent to the User containing a username and password.

## 5. Approval Process

The Mobile App is intended to support contractor customers and other stakeholders involved in the installation and/or inspection of a Product. The Siderise team will check the details of the User and either 'Approve' or 'Decline' registration via a confirmation email. The approval process can take up to two working days.

## 6. Terms and Conditions

Use of the Mobile App requires that the User has an account registered with Siderise and that the User agrees to these Terms and Conditions.

The use of the Mobile App confirms the User's acknowledgment and acceptance of these Terms and Conditions. Siderise reserves the right, at Siderise's discretion, to change the terms of these Terms and Conditions on an ongoing basis at any time. Please check the terms periodically for changes. The continued use of the Mobile App after any change(s) constitutes the User's acceptance of such change(s). In the event that a change materially affects the User's rights or obligation, Siderise will use reasonable endeavours to notify the User of such change by sending the User an email or presenting a pop-up window or notification when the User logs in to the Mobile App.

## 7. End User License Agreement

The use of the Mobile App is governed by the Mobile Application End-User License Agreement (a current version of which can be found [here](#)).

## 8. Acceptable Use

The use of the Inspection Service and use of the Mobile App is governed by the Mobile App Acceptable Use Policy (a current version of which can be found [here](#)).

## 9. Privacy

In order to operate and provide the Inspection Service and the Mobile App, Siderise may collect certain information about the User. Siderise uses and protects that information in accordance with the Mobile App Privacy Notice (a current version of which can be found [here](#)).

## 10. User Guide

The 'Siderise Inspection' - Mobile Application User Guide' provides information on how to install the Mobile App and register for an account (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/PA/mobile-user-guide.pdf>).

## 11. Inspection Service Process

'Inspection' reports are generated and can be electronically submitted to the Siderise Technical Team for review.

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Upon receipt, the Siderise Technical Team will create a unique Case Number for the 'Inspection' report and register it as a record in the Siderise business system.

The Siderise Technical Team will review the contents of the 'Inspection' report. By reference to the information provided by the User, Siderise will either:

- endorse the 'Inspection' report to indicate that the installation of the Product appears to be consistent with the Guidance; or
- provide information as to any further works which the User may consider appropriate to carry out with the objective that the installation of the Product will be consistent with the Guidance.

'Endorsed' reports are electronically stamped and a new revision of the 'stamped' document is emailed to the User and/or any other stakeholder as agreed.

Any reports which are not 'endorsed' are returned to the User.

Following the carrying out of any further works, the User agrees and undertakes to provide photographs of the installation of the Product and/or the Works for inspection by Siderise and Siderise will update the report as necessary.

## 12. No Acceptance of Design Responsibility or Dutyholder Role

The User acknowledges and agrees that any Report is provided without any acceptance by Siderise of design responsibility relevant to the installation and/or specification of the Product and/or the Works to which the Report relates, or any dutyholder role (whether in accordance with the Building Safety Laws or otherwise), and that Siderise is not acting as an adviser, consultant, designer or dutyholder in relation to the installation of the Product and/or the Works

The User accepts sole responsibility for any design relevant to the installation of the Product and/or the Works, and any dutyholder role (whether in accordance with the Building Safety Laws or otherwise).

The User agrees it is not entitled to rely on, and will not rely on, any information provided by Siderise (whether in a Report or otherwise) with regards to whether the installation of a Product is, and/or any Works are, in accordance and/or comply with the Guidance, any contract between the User and any third party and/or the Building Safety Laws.

No representations, express or implied, will be made by the User to any third party in relation to a Report.

## 13. No Acceptance of Liability

The User acknowledges and agrees that any Report is provided in good faith without any acceptance by Siderise of any liability for the installation of the Product and/or the Works. The User assumes sole responsibility for the installation of the Product and the Works and the installation of the Product and the Works are entirely at the User's own risk. Although Siderise will exercise reasonable skill and care to review whether the installation of the Product appears to be consistent with the Guidance, Siderise cannot and does not accept responsibility for any damage or loss sustained as a result of the installation of the Product and/or the Works and/or the information contained in any Report and the User must ensure that the Product is installed in accordance and/or complies with the Guidance, any contract between the User and any third party and/or the Building Safety Laws.

## 14. No Warranty

Siderise does not warrant that:

- a) the information provided in any Report is error-free;
- b) the installation of any Product and/or Works to which any Report relates will be in accordance and/or comply with the Guidance, any contract between the User and any third party and/or the Building Safety Laws; or
- c) the installation of any Product and/or Works is free from defects.

## 15. Intellectual Property Rights

The User acknowledges and agrees that Siderise and, as applicable, any Group Company, own all intellectual property rights in any information and/or materials and/or Report submitted by Siderise or the User through the Mobile App. The provision by Siderise of a Report does not grant the User any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Product or the Report.

## 16. Confidentiality

Siderise and the User may disclose any Report as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The User acknowledges and agrees that the User will not disclose a Report to any third party without notifying, and obtaining permission from, Siderise.

## 17. No Assignment

The User cannot assign the benefit of a Report, in whole or in part, without Siderise's prior consent in writing.

## 18. No Third Party Rights

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

## 19. Limitation of Liability

Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; or
- (b) fraud or fraudulent misrepresentation.

Subject to that, Siderise shall have no liability for any special, indirect or consequential loss, costs, damages, charges or expenses incurred or suffered as a consequence of the use of the Mobile App, the installation of a Product and/or any Works and/or the information contained in a Report (howsoever arising) and Siderise's total aggregate liability to any person shall be limited to the amount paid by the User for the Product.

## 20. Terms and Conditions for the Sale of Goods

Nothing in these Terms and Conditions and/or your use of the Inspection Service and/or the Mobile App affects the standard Siderise Terms and Conditions for the Sale of Goods (a current version of which can be found at [https://www.Siderise.com/cms-data/company-documents/Siderise\\_Terms\\_and\\_Conditions\\_for\\_the\\_Sale\\_of\\_Goods.pdf](https://www.Siderise.com/cms-data/company-documents/Siderise_Terms_and_Conditions_for_the_Sale_of_Goods.pdf)).

# Customer 'Siderise Inspection' Mobile Application End-User Licence Agreement ("EULA")

Please read this Mobile Application End-User License Agreement ("EULA") carefully before downloading or using the 'Siderise Inspection' Mobile Application.

The User's downloading of the 'Siderise Inspection' Mobile Application (the "Mobile App") confirms the User's agreement to this EULA, and the User waives any right the User may otherwise have to rely on any contractual or implied term (whether by course of dealing, custom, or law) which is inconsistent with this EULA. To the extent the Mobile App Terms and Conditions conflict with this EULA, the terms of this EULA will apply.

The Mobile App Terms and Conditions are available at the beginning of this document.

The Mobile App is owned and operated by Siderise Insulation Ltd ("Siderise", "we", "us" or "our")

## 1 License

Siderise grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for your personal and internal business purposes strictly in accordance with this EULA and the Mobile App Terms and Conditions.

## 2 Your Account

Your use of the Mobile App requires that you have an account registered with Siderise and agree to the terms of the Mobile App Terms and Conditions.

## 3 Changes to this EULA

Siderise reserves the right to modify this EULA. Siderise will post the most current version of this EULA at <https://www.siderise.com/cms-data/company-documents/PA/MobileAppEULA.pdf> If Siderise makes material changes to this EULA, we will notify you via the Mobile App. Your continued use of the Mobile App after Siderise publishes notice of changes to this EULA indicates your consent to the updated terms.

## 4 No Included Maintenance and Support

Siderise may deploy changes, updates, or enhancements to the Mobile App at any time. Siderise may provide maintenance and support for the Mobile App but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS Mobile Application) nor Google (for Android Mobile Application) has an obligation to furnish any maintenance and/or support services in connection with the Mobile App.

## 5 Acceptable Use

You agree that you will not use or encourage others to use the Mobile App in a way that could harm or impair others' use of the Mobile App. Your use of the Mobile App is governed by the Mobile App Acceptable Use Policy (a current version of which can be found [here](#)).

## 6 Privacy

In order to operate and provide the Mobile App, Siderise may collect certain information about you. Siderise uses and protects that information in accordance with the Siderise Privacy Notice (a current version of which can be found [here](#)).

## 7 Consent to Electronic Communications and Solicitation

By downloading the Mobile App, and/or opting-in through notification settings, you authorise Siderise to send you (including via email and push notifications) information regarding the Mobile App such as:

- notices about your use of the Mobile App, including notices of violations of use;
- updates to the Mobile App and new features or products; and
- promotional information and materials regarding Siderise products and services.

You can review your account settings to adjust your messaging preferences or unsubscribe to some messaging at any time by following instructions provided by Siderise.

## 8 No Warranty

Your use of the Mobile App is at your sole risk. The Mobile App is provided on an "as is" and "as available" basis. Siderise expressly disclaims all warranties of any kind, whether express or implied, including the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement. We provide no guarantee that the Mobile App is free from mistakes, malware, error or other issues that may damage a user account or device.

## 9 iOS Application

In the event of Siderise's failure to conform to any applicable warranty, you may notify Apple, and Apple will refund any purchase price for the Mobile App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to (a) the

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Mobile App and (b) any other claims, losses, liabilities, damages, cost, or expenses attributable to any failure to conform to any warranty.

## 10 Android Application

Google expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## 11 Liability

Nothing in this EULA limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; or
- (b) fraud or fraudulent misrepresentation.

Subject to that, Siderise shall have no liability for any special, indirect or consequential loss, costs, damages, charges or expenses incurred or suffered as a consequence of any loss of data, inability to access the Mobile App or use of the Mobile App (howsoever arising) and Siderise's total aggregate liability to any person shall be limited to £1,000.

## 12 Suspension and Termination of the Mobile Application

Siderise reserves the right to suspend or terminate your access to the Mobile App at any time in accordance with the Mobile App. Terms and Condition. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored in or in relation to the Mobile App and Siderise may delete your data in accordance with its Privacy Notice.

## 13 Governing Law

This EULA shall be governed by and construed in accordance with the laws of England and Wales or such other law as governs the Mobile App Terms and Conditions.

## 14 Contact Information

If you have any questions regarding this EULA, please contact Siderise by email at [legal@siderise.com](mailto:legal@siderise.com), by phone on +44 (0)1656 730833, or by post to Siderise Insulation Limited, Forge Industrial Estate, Maesteg, Bridgend, UK. CF34 0AY.

## 15 Third Party Beneficiaries

Upon your acceptance of this EULA, Apple (for iOS Mobile Apps) and Google (for Google Mobile Apps), respectively, will have the right to enforce this EULA against you as a third-party beneficiary thereof.



## 'Siderise Inspection' Mobile Application Acceptable Use Policy

This Acceptable Use Policy sets out the terms that apply between you and Siderise Insulation Limited (a company registered in England and Wales with company registration number 02370350) ("Siderise", "we", "us" or "our") when you access and use our 'Siderise Inspection' Mobile Application (the "Mobile App").

Your use of the Mobile App. confirms your agreement to this Acceptable Use Policy, and you waive any right you may otherwise have to rely on any contractual or implied term (whether by course of dealing, custom, or law) which is inconsistent with this Acceptable Use Policy.

This Acceptable Use Policy supplements and should be read alongside the Mobile App Terms and Conditions and our Website Terms of Use.

By using the Mobile App you confirm that you accept and agree to comply with all the terms detailed in this Acceptable Use Policy. If you do not agree to the terms of the Acceptable Use Policy, you must not use the Mobile App.

### 1 Prohibited Uses

You may only use the Mobile App for the purposes described in the Mobile App Terms and conditions. You must not submit an excessive amount of requests for inspection via the Mobile App. What constitutes 'excessive' will be determined by Siderise and Siderise reserves the right to restrict and/or block your access to the Mobile App if we deem that the amount of reports being submitted is excessive.

You may not use the Mobile App:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as detailed further below);
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- (g) to bully, insult, intimidate or humiliate any person.

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You also agree: -

- (a) not to reproduce, duplicate, copy or re-sell any part of the Mobile App in contravention of the provisions of the Mobile App Terms and Conditions; and
- (b) not to access without authority, interfere with, damage or disrupt:
  - (i) any part of the Mobile App;
  - (ii) any equipment or network on which the Mobile App is stored;
  - (iii) any software used in the provision of the Mobile App; or
  - (iv) any equipment or network or software owned or used by any third party.

## 2 Content Standards

These content standards apply to any and all material which you provide to Siderise via or in relation to the Mobile App (a 'Contribution'). You must comply with the spirit and the letter of the following standards, which apply to each part of any Contribution as well as to its whole.

Siderise will determine, in its discretion, whether a Contribution breaches the content standards.

- (a) Contributions must:
  - (i) where they state facts, be accurate;
  - (ii) where they state opinions, be genuinely held; and
  - (iii) comply with applicable law in the UK and in any country from which they are posted; and
- (b) Contributions must not:
  - (i) be likely to deceive any person;
  - (ii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - (iii) give the impression that they emanate from Siderise, if this is not the case;
  - (iv) contain any material which is defamatory of any person;
  - (v) contain any material which is obscene, offensive, hateful or inflammatory;
  - (vi) promote sexually explicit material;
  - (vii) promote violence;
  - (viii) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- (ix) include content that would be considered a criminal offence under laws relating to terrorism, child sexual abuse material, racism or xenophobia;
- (x) bully, insult, intimidate or humiliate any other person;
- (xi) infringe any copyright, database right or trademark of any other person;
- (xii) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (xiii) contain illegal content or promote any illegal content or activity;
- (xiv) be in contempt of court;
- (xv) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (xvi) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (xvii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
- (xviii) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

### 3 Non-Compliance with Acceptable Use Policy

Siderise will determine, on a discretionary basis, whether there has been a breach of this Acceptable Use Policy. When a breach of this Policy has occurred, we may take such action as we deem appropriate. Failure to comply with this Acceptable Use Policy constitutes a material breach of the Mobile App Terms and Conditions and may result in Siderise taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use the Mobile App;
- (b) immediate, temporary or permanent removal of any Contribution uploaded by you to the Mobile App;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (e) further legal action against you; and/or
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as is required by law.

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## 4 Limitation of Liability

Nothing in this Acceptable Use Policy limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; or
- (b) fraud or fraudulent misrepresentation.

Subject to that, Siderise shall have no liability for any and all actions taken in response to any breach of this Acceptable Use Policy. The actions we may take are not limited to those described above in this Acceptable Use Policy, and Siderise may take any other actions which we reasonably deem appropriate.

## 5 Changes to Acceptable Use Policy

We may update this Acceptable Use Policy from time to time. When we update our Acceptable Use Policy, we will use reasonable endeavours to inform you of the changes we make. We encourage you to periodically review this Acceptable Use Policy for the latest information on our approach to acceptable use of the Mobile App.

# Customer 'Siderise Inspection' Mobile Application Privacy Notice

At Siderise Insulation Limited (a company registered in England and Wales with company registration number 02370350) ("Siderise", "we", "us" or "our"), we are committed to protecting the privacy of everyone in our community.

This Privacy Notice explains how we collect, use, disclose, and otherwise process personal data collected via our 'Siderise Inspection' Mobile Application (the "Mobile App") once downloaded onto a mobile or handheld device ("Device"). Except as otherwise stated, this Privacy Notice also applies to all services offered by us through our Mobile App.

Your use of the Mobile App. confirms your agreement to this Privacy Notice, and you waive any right you may otherwise have to rely on any contractual or implied term (whether by course of dealing, custom, or law) which is inconsistent with this Privacy Notice.

This Mobile App is not intended for children and we do not knowingly collect data relating to children.

Please read this Privacy Notice carefully to understand our policies and practices and your legal rights regarding your personal data. It is important that you read this Privacy Notice together with any other privacy policy or notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Privacy Notice supplements other notices and privacy policies and is not intended to override them.

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## Contact us

Siderise is the controller and is responsible for processing your personal data.

We have appointed a data protection officer (DPO). If you have any questions about this privacy policy, please contact us using the details set out below.

Our full details are:

- Full name of legal entity: Siderise Insulation Limited
- Name of DPO: John McLoughlin
- Email address: DPO@siderise.com
- Postal address: Forge Industrial Estate, Maesteg CF34 0AH

You have the right to make a complaint at any time to the Information Commissioner's Office ("ICO"), the UK regulator for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

## What personal data we process

Personal data means any information or set of information about an individual from which we are able, directly or indirectly, to identify that person, in particular by reference to an identifier, e.g. name and surname, email address, phone number, etc. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and otherwise process different kinds of personal data about you as follows:

- **Identity Data:** first name and last name.
- **Contact Data:** email address.
- **Installation Data:** details of the installation and/or product(s) in relation to which you have submitted data to us, such as project name, project location, date and time of installation and any corresponding photographs or videos.
- **Device Data:** includes the type of mobile device you use, any unique device identifier (such as your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system, the type of mobile browser you use, and time zone setting.
- **Profile Data:** includes your username and password, Mobile App download history, and your feedback and survey responses.
- **Usage Data:** includes details of your use of the Mobile App including, but not limited to, traffic and other communication data, and the resources that you access.

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We also collect, use and share aggregated Data such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific feature of the Mobile App. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any special categories of personal data about you (such as your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data), and nor do we collect any information about criminal convictions and offences.

## How we collect your personal data

We use different methods to collect your personal data including:

- **Personal data you provide to us directly:** you may give us your personal data by filling in forms on the Mobile App or by corresponding with us by email, telephone or otherwise, and including when you:
  - download the Mobile App
  - register to use the Mobile App
  - submit an inspection report via the Mobile App
  - report a problem with the Mobile App
- **Personal data collected through your use of the App:** we automatically collect information when you use the Mobile App. We collect this data using cookies and other similar technologies. Please see our cookie policy for further details: <https://www.siderise.com/cookies-policy>.
- **Personal data we receive from other sources including third parties and publicly available sources:** we may receive personal data about you from various third parties and public sources, such as analytics providers, advertising networks, and search information providers.

## Cookies

We use cookies and/or other similar tracking technologies to distinguish you from other users of the Mobile App and to remember your preferences. This helps us to improve your experience when using the Mobile App and also allows us to improve the Mobile App. For detailed information on the cookies we use, the purposes for which we use them and how you can exercise your choices regarding our use of your cookies, see our cookie policy: <https://www.siderise.com/cookies-policy>.

## How we use your personal data

We will only use your personal data when we have a legal basis for doing so. Most commonly, we will rely on one of the following:

- where we need to perform a contract we are about to enter or have entered with you;
- 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;

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- where we need to comply with a legal obligation; and
- where you have consented before the processing.

We have set out below, in a table format, a description of all the purposes for which we may use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Please note that we may process your personal data for more than one legal basis depending on the specific purpose for which we are using your personal data. Please contact us if you need details about the specific legal basis we are relying on to process your personal data where more than one legal basis has been set out in the table below.

Purpose / Use	Type of Data	Legal basis
To install the Mobile App and register you as a new user	(a) Identity (b) Contact	Necessary for our legitimate interests (for running our business and provision of efficient and effective technical support services)
To provide an inspection report	(a) Identity (b) Contact (c) Profile (d) Technical	Necessary for our legitimate interests (for running our business and provision of efficient and effective technical support services)
To respond to any question or complaint you have when you contact our technical support services and to monitor and improve our technical support services and processes.	(a) Identity (b) Contact (c) Profile (d) Technical (e) Usage	Necessary for our legitimate interests (for running our business and provision of efficient and effective technical support services)
To manage our relationship with you including notifying you of changes to the Mobile App or any services	(a) Identity (b) Contact (c) Profile	Necessary for our legitimate interests (to keep records updated and to analyse how our Mobile App is used)  Necessary to comply with legal obligations (to inform you of any changes to our terms and conditions)

# 'Siderise Inspection' Mobile Application Terms and Conditions



<p>To administer and protect our business and the Mobile App including troubleshooting, data analysis, prevention of fraud and criminal activity, system maintenance and system testing</p>	<p>(a) Identity (b) Contact (c) Profile (d) Technical (e) Usage</p>	<p>Necessary for our legitimate interests (for running our business, provision of administration and IT services, and network security)</p> <p>Necessary to comply with legal obligations (to prevent fraud and criminal activity)</p>
<p>To comply with our legal obligations in connection with:</p> <ul style="list-style-type: none"> <li>• Data protection</li> <li>• Tax</li> <li>• Health and safety</li> <li>• Anti-money laundering</li> <li>• Anti-discrimination</li> <li>• Mandatory reporting obligations</li> <li>• Disclosures required by law enforcement agencies</li> <li>• Fraud investigations</li> </ul> <p>Any other legal obligations placed on us from time to time</p>	<p>(a) Identity (b) Contact (c) Profile (d) Technical (e) Usage</p>	<p>Necessary to comply with legal obligations (as described)</p>
<p>To deal with legal disputes, including bringing or defending legal claims</p>	<p>(a) Identity (b) Contact (c) Profile (d) Technical</p>	<p>Necessary for our legitimate interests (to defend our business and enforce our rights)</p>

## Additional purposes

We will only use your personal data for the purposes described above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

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 data protection law, where this is required or permitted by law.



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## Sharing your data with third parties

We may share your personal data with the third parties set out below for the purposes set out above:

- IT service providers who provide system administration, user authentication, app/website hosting, cloud and other IT services;
- web analytics and search engine providers who assist us in the improvement and optimisation of the Mobile App;
- technical support service providers; and/or
- professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services to us.

We may also share your personal data with third parties in the following circumstances:

- in the event of a merger, acquisition, reorganisation, bankruptcy, receivership, or sale or transfer of all or a portion of our assets, your personal data may be transferred to a successor or affiliate or other entity surviving out of the event. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Notice;
- when it is necessary for the establishment, exercise or defence of legal claims;
- with regulators and other authorities, such as HM Revenue & Customs who require reporting of processing activities in certain circumstances; and/or
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions and other agreements and policies or to protect the rights, property, or safety of our customers, our regulator, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and prevention of money laundering and credit risk reduction.

## International transfers

We may transfer your personal data to some of our external third-party suppliers who are based in countries outside of the UK.

Whenever we transfer your personal data out of the UK, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- we will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data; and/or
- where we use certain service providers, we may use specific contracts approved by the UK which give personal data the same protection it has in the UK.

# 'Siderise Inspection' Mobile Application Terms and Conditions



## Security

Siderise takes personal data protection very seriously and we therefore take appropriate measures to protect your personal data against misuse, loss, unauthorised access, unwanted disclosure, and unauthorised alteration. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

Where we have given you (or where you have chosen) a password that enables you to access the Mobile App or certain parts of it, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

If you feel that your personal data are not adequately protected or there are indications of misuse, please contact us at [DPO@siderise.com](mailto:DPO@siderise.com)

## Retention

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you. Personal data no longer necessary or relevant for its identified purposes or no longer required to be retained by law, shall be securely destroyed, erased, or made anonymous.

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, regulatory, tax, accounting or other requirements. Please note that the retention period we use for your personal data may extend beyond your relationship with us.

In some circumstances you can ask us to delete your data: see your legal rights below for further information.

In some circumstances we will 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.

## Your legal rights

Under certain circumstances, you have rights under data protection law in relation to your personal data. 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.

# 'Siderise Inspection' Mobile Application Terms and Conditions



- **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. 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:
  - if you want us to establish the data's accuracy;
  - where our use of the data is unlawful, but you do not want us to erase it;
  - 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
  - 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 at [DPO@siderise.com](mailto:DPO@siderise.com)

## No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

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## What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## Updates to this Privacy Notice and your duty to inform us of changes

We may update this Privacy Notice from time to time. When we update our Privacy Notice, we will take reasonable endeavours to inform you of the changes we make. We encourage you to periodically review this Privacy Notice for the latest information on our privacy practices.

To the extent we have local language versions, in case of conflicts between the different language versions, the English version of this Privacy Notice shall prevail.

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