



Privacy Policy

Important notice

This Privacy Policy and the End User License Agreement (**EULA**) (together the **Terms and Conditions**) constitute the legal agreement between you (**You or Your**) and Wireless Social (**We, Us or Our** (which expressions shall also, where relevant, include reference to Our service provider)) relating to the provision by Us to You of a wireless internet access service (the **Service**). Please read this Privacy Policy and the EULA carefully. If You do not accept the Terms and Conditions We will not permit access to the Service and the joining process will immediately terminate. By joining and using the Service You agree to be legally bound by the Terms and Conditions.

This Privacy Policy sets out the basis on which any personal data which We collect from You, or that You provide to Us, will be processed by Us. If You do not accept that Your personal data will be collected, stored, held and used in accordance with this Privacy Policy then You should not accept the Terms and Conditions.

If You are aged 16 or under, You will need the permission of Your parent or guardian before providing Us with any of Your personal data.

Please remember that the internet is not a secure medium and be aware that communications over the internet such as emails and webmails are not secure unless they have been encrypted. Any communications which You make via the Service may be routed through a number of countries prior to reaching their intended recipient.

Agreed terms:

For the purpose of the Data Protection Act 1998 (**Act**), the data controllers are Us and Our service provider.

1. Data that We may collect from You

We will collect and process any and all of the following data about You:

1. any log in information which You provide, all information taken by Us from the social media account (e.g. Twitter, Facebook etc.) through which You access the Service (subject to Your privacy settings) and any information We receive about You when You enter a competition or promotion or when You report a problem with the Service (**Submitted Information**);
2. any correspondence between You and Us, Your responses to any surveys that We ask You to complete for research purposes, details of any transactions which You carry out through the Service, Your browsing history and details of Your use of the Service including (without limitation) location data, weblogs and other communication data and resources accessed by You (**Additional Information**);
3. any information which We collect about the computer, tablet, mobile telephone, smart phone or other electronic device used to access the Service (**Device**) including (where available) the unique device identifiers, operating system, browser type, mobile network information and telephone number (if applicable) of the Device (**Device Information**);
4. any information which We collect about Your actual location and data collected by Us for WiFi enabled Devices present at a location by means of relative signal strength from WiFi access points from which an X/Y coordinate is calculated (**Location Information**);
5. any data collected by Us when Your Device is used to access the Service including (without limitation) internet protocol addresses, internet service providers, clickstream data, browser type, language, viewed and exit pages and date and



2. Cookies

To allow Us to continually monitor and improve the standard of the Service, the Service uses cookies in order to distinguish You from other users. For more detailed information on the cookies used by Us and the purposes for which We use them, please utilise the link on the log in page.

3. Storage, transfer and retention of Your data

All Submitted Information, Additional Information, Device Information, Location Information and Log Information that We collect from You (**Your Data**) is stored by Us on Our secure regional specific servers. Your Data may also be transferred to and stored at a location which is outside the region. Your Data may be processed by staff who are located outside the region who work for Us or one of Our suppliers either in the provision of the Service or the provision of support services. We will take all reasonable steps to ensure that Your Data is collected, transferred and stored securely, in accordance with applicable laws and in accordance with this Privacy Policy.

4. Use of Your Data

We may use Your Data in any or all of the following ways:

1. to give You information regarding goods and services available at or near any venue at which You use the Service;
2. to give to the owner or sponsor of any venue at which You use the Service to enable such owner or sponsor to see how and by whom such venue is being used and to communicate with You directly for marketing purposes;
3. to collate and aggregate information to Our advertisers, sponsors or selected third parties for consumer analysis;
4. to associate Submitted Information and/or Additional Information and/or Device Information and/or Location Information and/or Log Information to enable analysis by Us and the owner or sponsor of any venue at which You use the Service as to how people move around such venue - in such circumstances, the MAC address of Your Device is masked to prevent linking data to other sources;
5. to provide You with information about goods and services which may be of interest to You or to pass to selected third parties for the purpose of doing so - in such circumstances You will only be contacted by electronic means.

5. Disclosure

5. We may disclose Your Data to:

1. any member of Our group (meaning Our **subsidiaries**, any **holding company** of Us and any other **subsidiary of Our holding company** (each as defined in section 1159 Companies Act 2006));
2. any person in accordance with clause 4;
3. any person who acquires or proposes to acquire a material part of Our business, assets and/or undertaking;
4. any person or governmental or regulatory authority where We are under a legal or regulatory obligation to do so;
5. any person in order to apply or enforce the Terms and Conditions or to protect Our rights, property or safety or the rights, property or safety of any of Our customers or employees;
6. any person where We believe that someone's safety is at risk;
7. any person for the purposes of fraud protection and/or credit risk evaluation and/or reduction.

5. We do not disclose information about identifiable individuals to Our advertisers but We may provide them with aggregated information which We have gleaned from Your Data and other data held by Us as regards genders, age groups and other demographic analysis. We may use such aggregated information to assist Our advertisers and



Back

sponsors to reach their target audiences. We may make use of Your Data to enable Us or Our sponsors and/or advertisers to suitably target any advertisement or promotion.

6. Your consent

By accepting the Terms and Conditions You give Your express consent to:

1. our use of Your Data in any and all of the ways detailed in clause 4;
2. our disclosure of Your Data in any and all of the ways detailed in clause 5.1;
3. being contacted by Us, any of Our advertisers, sponsors, selected third parties and/or any owner or sponsor of any venue at which You use the Service about goods or services which We think may be of interest to You by means of email and/or SMS (text) messages.

7. Third party sites

The Service may, from time to time, contain links to and from third party websites. You should note that if You follow a link to any such website, the operator of such website will have its own privacy policy which may not be comparable to this Privacy Policy. We do not accept any responsibility or liability for any such website or for any of Your personal data which is collected through them. You should check the relevant privacy policy and satisfy yourself as to its suitability and the safety of Your personal data before You submit any of Your personal data.

8. General

1. The Act gives You the right to access information held about You. Your right of access can be exercised in accordance with the Act. Any such access request will be subject to an administration fee of £10.00 to meet some of the costs of Us providing such information to You.
2. We may change this Privacy Policy from time to time. All changes (if any) will be communicated to You and You will be required to read and accept any such changes to continue using the Service.
3. We are committed to the need for transparent privacy policies in the field of mobile location analytics and to the Future of Privacy Forum Mobile Location Analytics Code of Conduct.
4. We undertake to comply in all respects with the Act. The Terms and Conditions are, irrespective of the location from which You access the Service, governed by and shall be construed in accordance with the laws of England and Wales or Scotland. We do not undertake that compliance with the Act constitutes compliance with all applicable laws relating to data protection in any jurisdiction other than England and Wales or Scotland and, to the extent that We do not comply with any law relating to data protection in any jurisdiction other than England and Wales or Scotland, You, by accepting the Terms and Conditions, irrevocably waive any such non-compliance.
5. Any notice to be given by Us to You may be given by post or email to any postal or email address given by You. Any notice to be given by You to Us may be given by post to England or by email to info@wireless-social.com.