



Privacy Policy

July 2019

Floodshield Limited ("We") are committed to protecting and respecting your privacy. This policy (together with our Terms & Conditions and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act and the General Data Protection Regulations ("GDPR") referred to in this policy as ("the Act"), the data controller is Soundshield Limited.

Our nominated representative for the purpose of the Act is:

*The Data Protection Manager
Floodshield Limited
Unit B2 Lower Westfield House
Broad Lane
Leeds LS13 3HA
Email: info@floodshield.com*

Changes to our privacy policy

Any changes we may make to our privacy policy will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy. The date the policy was last updated is at the top of the document.

Purpose and legal basis for processing

We will process your data for the purposes detailed in this policy under legitimate business interests, where the processing is not overridden by your data protection

interest or fundamental rights and freedoms.

The nature of our legitimate interests are direct marketing, web analytics and fraud detection and prevention.

Information we may collect from you

We may collect and process the following data about you:

Information you provide

You may give us information about you by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our Site, search for a product, place an order on our Site, enter a competition, promotion or survey and when you report a problem with our Site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information.

Information we collect about you

With regard to each of your visits to our Site we may automatically collect the following information:

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- Information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.
- Soundshield Limited may use Klavyio, a third party provider, to deliver email marketing. We gather statistics around email opening and clicks using industry standard technologies to help us monitor and improve our e-marketing. For more information, please see Klayvio's privacy notice: (<https://www.klaviyo.com/privacy/policy>).

Information we receive from other sources

We may receive information about you e.g. name, email address, telephone number if you use any of the other websites we may operate or the other services we provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and we may receive information about you from them.

Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our Site. Please see our separate Cookie Policy for more information.

Uses made of the information

We use information held about you in the following ways:

Information you provide

We will use this information:

- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- To provide you with information about other goods and services we offer that are similar to those that you have already purchased;
- To notify you about changes to our service;
- To ensure that content from our Site is presented in the most effective manner for you and for your computer.

If you are an existing customer, we will only contact you by electronic means (e-mail, SMS or similar forms of communication) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your

data, we (or they) will contact you by electronic means only if you have consented to this by checking boxes on the forms we use to collect your data.

You can subsequently withdraw consent at any time by contacting the relevant marketing department (although this will not affect any uses of your personal information prior to withdrawal).

Information we collect about you

We will use this information:

- To administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- To improve our Site to ensure that content is presented in the most effective manner for you and for your computer;
- As part of our efforts to keep our Site safe and secure;
- To measure or understand the effectiveness of advertising we send to you and others, and to deliver relevant advertising to you;
- To make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.

Information we receive from other sources

We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Disclosure of your information

We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- Our Web Hosting service providers;
- Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with

aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;

- Analytics and search engine providers that assist us in the improvement and optimisation of our site.

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets. If Soundshield Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

As we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process; (c) to respond to requests from public and government authorities; (d) to carry out our obligations and enforce our terms and conditions applicable to the Services and other agreements, including for billing and collection purposes; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, our customers, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain. This includes exchanging information with other companies and organizations where reasonably necessary for the purposes of fraud protection and credit risk reduction.

Where we store your personal data

All information you provide to us is stored on our secure offsite servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. The password is stored and encrypted in an SQL database and it cannot be decoded and read by anyone.

The information that we collect from you may be transferred to, and stored in, a country outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. The laws

in some countries may not provide as much legal protection for your information as in the EEA. By submitting your personal information, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy policy. You should exercise caution and look at the privacy policy applicable to the website in question.

Transmission Security

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site over unsecure internet connections; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. We may use appropriate technical and organisational measures to protect the personal data collected about you.

Retention Period

We are only permitted to retain your information for as long as necessary for the purposes set out in this policy. The restriction is set by The Act and the precise length of time we retain your information varies depending on you individual circumstances.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third

party for such purposes. You can exercise your right to prevent such processing by not checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [info@soundstop.co.uk].

Under certain circumstances the Act gives you the right to erasure, to restrict processing, to data portability, to object to processing and to rectification.

The Act also gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Access request from the 25 May 2018 are free of charge, however where the request made is excessive or manifestly unfounded, we may charge a 'reasonable fee'. This fee will cover the administrative costs of providing you with details of the information we hold about you. Access request will be responded to within one month from date of receipt and, if required, we are in receipt of further information to locate the information requested.

If you would like a copy of your information, believe that any information we are holding on you is incorrect, incomplete, retained for longer than required or have any other issues or queries regarding your rights, please contact:

*The Data Protection Manager
Soundshield Limited
Unit B2 Lower Westfield House
Broad Lane
Leeds LS12 3HA
Email: info@soundstop.co.uk*

Complaints

We take all concerns relating to the processing of personal data seriously and will endeavour to resolve your concerns as quickly as possible. If you have a complaint relating to the way in which we have processed your personal data please contact the Data Protection Manager in the first instance via the contact details above.

If we fail to handle your personal data correctly or resolve a complaint, within a reasonable timescale, you have the right to contact The Information Commissioners Office who can be contacted via the following:

*Tel: 0303 123 1113
Website: <https://ico.org.uk/>
Address: Information Commissioner's Office
Wycliffe House*

Water Lane
Wilmslow
Cheshire, SK9 5AF

Website terms of use.

Welcome to our website.

1. Introduction

1.1. In these Terms of Use:

a) "we", "our" and "us" means Floodshield Limited (a company registered in England and Wales under registration number is 11491595) whose registered office is at Unit B2 Lower Westfield House, Broad Lane, Leeds, LS13 3HA.

b) "you" and "your" means a user or viewer of the website at [<https://www.floodshield.com/>] (the "Website").

1.2. These Terms of Use set out the terms and conditions on which we agree to make available, and you agree to access and use, the Website. Please read these Terms of Use carefully.

2. Terms of Use

2.1. By browsing and using the Website, you agree to comply with and be legally bound by these Terms of Use.

2.2. There are additional terms that also apply to your use of the Website:

a) our Privacy Policy [<https://www.floodshield.com/privacy.pdf>] which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

2.3. If you disagree with any of the Terms of Use or Privacy Policy, you should not use the Website.

3. Your obligations

3.1. You agree not to:

- a) use the Website or access it for any fraudulent or unlawful purpose;
- b) interfere with or disrupt the operation of the Website or access to it;
- c) transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or programme that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- d) restrict or inhibit the ability of any other person to access or use the Website;
- e) modify, adapt or translate any portion of the Website, or remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website; and
- f) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Website or circumvent the navigational structure or presentation of the Website.

3.2. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

4. Legal disclaimers

4.1. Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded or limited by law.

4.2. The content of the Website is for your general information and use only and we may change the content at any time without notice to you. You acknowledge and agree that the Website is made available to you on an "as is" basis, and that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third party equipment and services.

4.3. We exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms, including, without limitation:

- a) that access to the Website will be uninterrupted or error-free;
- b) that the Website or the computer server from which the Website are made available, are free of viruses or other harmful components;
- c) that the Website and any of the content contained in or delivered via the Website is suitable for your needs, or fit for any purpose you are using it for; and
- d) that any of the content contained in or delivered via the Website or otherwise made available in connection with the Website is accurate, error-free, complete, reliable, suitable or up to date.

4.4. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.

4.5. Subject to clause 4.1, we will not be liable to you for any loss of profits, loss of revenues, loss of business, loss of goodwill, loss of data or any indirect, consequential or special loss or damage.

5. *Intellectual property*

5.1. The intellectual property rights in the Website and copyright in all material stored, displayed and accessible on the Website is either owned by us or duly licensed to us by third parties (including without limitation the design, layout, look, appearance and graphics of the Website). All such rights are reserved.

5.2. You must not modify any paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs or graphics separately from any accompanying text.

5.3. Our status (and that of any identified contributors) as authors of content on the Website must always be acknowledged.

5.4. All trademarks reproduced on the Website, which are not the property of, or licensed to the operator, are acknowledged on the Website.

6. *Linked websites*

6.1. From time to time, the Website may also include links to other third party websites. These links are provided for your convenience to provide further

information. They do not signify that we endorse such third party websites. We do not review such third party websites and you acknowledge and agree that:

- a) we have no responsibility for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and we do not control their content or availability;
- b) we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites; and
- c) if you access any such websites, you do so entirely at its own risk.

7. Amendments

7.1. We may amend these Terms of Use from time to time. Every time you wish to access and use the Website, please check the Terms of Use to ensure that you understand the terms that apply at that time. The date at the bottom of this webpage indicates when these Terms of Use were last updated. If you do not agree with the Terms of Use in force at the time you wish to use the Website, you must not continue to use the Website.

8. Governing law and jurisdiction

8.1. These Terms of Use (and any non-contractual obligations arising out of them) are governed by and shall be construed in accordance with English law.

8.2. The courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms of Use (including in relation to any non-contractual obligations).