



ONE FROM ME

How we use your information – Privacy Policy

One From Me (the "**Service**") gives you the ability to purchase and send a voucher, redeemable for a standard drink at a participating venue, and a personalised message (including text, picture and video files) to friends, colleagues, family and anyone you have a mobile number or email. The Service is operated by Loyalty Network Ltd ("**we**", "**us**" or "**our**"). We are committed to protecting and respecting your privacy. Loyalty Network Ltd is the Data Controller of your personal data for the purposes of the Data Protection Act 1998 (the "**Act**").

This Privacy Policy explains how we and some of the companies we work with collect, use, share and protect your information when you use the Service. It also provides information regarding your choices about the collection and use of your information.

This Privacy Policy should be read in conjunction with our Terms of Use.

This Privacy Policy applies to everyone who accesses the Service ("**Users**").

By using the Service you understand and agree that we are providing a platform for you to post content, including audio, video, photos, comments and other materials ("**Your Content**"), to the Service and to share Your Content publicly. This means that other Users may search for, see, use, or share any of Your Content that you make publicly available on the Service.

1. INFORMATION WE COLLECT

We collect and use the following types of information when you use the Service:

1.1 Information you provide to us directly:

- (a) your username, password and e-mail address when you register for an account;
- (b) profile information that you provide for your profile on the Service;
- (c) User Content (e.g., text, audio, video, photos, comments, and other materials) that you post to the Service;
- (d) communications between you and us. For example, we may send you administrative emails (e.g., account verification, changes/updates to features of the Service, technical and security notices). Whilst you can opt-out of receiving certain





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communications from us (see clause 6.2 below), please note that you cannot opt out of these types of e-mails.

1.2 Information we collect following your instructions:

You can find other people who have accounts on the Service through:

- (i) your contacts list on your device,
- (ii) third-party social media sites, or
- (iii) a search of names and usernames on the Service.

If you choose options (i) or (ii) then we will access information on your device or from the applicable third-party social media site. For the avoidance of doubt, if you choose option (iii), you are inviting a friend directly and we do not have access to this communication or your friend's information.

1.3 Analytics:

We use third-party analytics tools to help us measure traffic and usage trends on the Service. These tools collect information that assist us in improving the Service and your user experience. We collect and aggregate information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual User.

1.4 Cookies, Device Identifiers and Similar Technologies:

- 1.4.1 When you use the Service, we may use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use the Service and provide features to you. In addition, we may ask advertisers or other partners to serve ads or services to your devices, which may use cookies or similar technologies placed by us or the third party.
- 1.4.2 Cookies are small text or data files (or similar data structures) that are placed on your computer by websites/apps that you visit. They are widely used in order to make websites/apps work, or work more efficiently, as well as to provide information to the operators or the relevant website/app. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.
- 1.4.3 When you use a mobile device like a tablet or phone to access the Service, we may access, collect, monitor, store on your





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device, and/or remotely store one or more "device identifiers." Device identifiers are similar to cookies and uniquely identify your mobile device.

- 1.4.4 A device identifier may deliver information to us or to a third party partner about how you browse and use the Service and may help us and/or others provide reports or personalised content and ads.
- 1.4.5 You may delete and/or block all (or some) cookies (or similar files) used by the Service, but if you do, certain parts of the Service may not work.
- 1.4.6 In addition to our use of cookies, device identifiers and similar technologies referred to above, Apple Inc. or its subsidiaries (or other advertisers that we approve from time to time) may use cookies, device identifiers and similar technologies on the Service to track the performance of adverts and other marketing. No personally identifiable information is collected during such process.

1.5 *Log file information:*

- 1.5.1 Log file information is automatically reported by your browser each time you use a web page or app. It can also be provided when the content of the webpage or app is downloaded to your browser or device.
- 1.5.2 When you use the Service, our servers will record log file information, including your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails sent to our Users which then help us track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and for us to improve your user experience on the Service.

1.6 *Metadata*

- 1.6.1 Metadata is usually technical data that relates to User Content. For example, Metadata can describe how, when and by whom a piece of User Content was collected and how that content is formatted.
- 1.6.2 Users can add or may have Metadata added to their User Content including a hashtag (e.g., to mark keywords when you post a photo), geotag (e.g., to mark your location to a photo),





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comments or other data. Metadata makes User Content more searchable by others and more interactive. If you geotag your photo or tag your photo using other's APIs then, your latitude and longitude will be stored with the photo and searchable (e.g., through a location or map feature) if your photo, video or audio file is made public by you in accordance with your privacy settings.

1.7 Financial details

- 1.7.1 We do not store credit card details nor do we share customer financial details with any 3rd parties.

2. HOW WE USE YOUR INFORMATION

2.1 In addition to some of the specific uses of information we describe in this Privacy Policy, we may use information that we collect and/or receive to:

- (a) help you efficiently access your information after you sign in;
- (b) remember information so you will not have to re-enter it during your visit or the next time you visit the Service;
- (c) provide personalised content and information to you and others, which could include online ads or other forms of marketing;
- (d) provide, improve, test, and monitor the effectiveness of the Service;
- (e) develop and test new products and features;
- (f) monitor metrics such as total number of visitors, traffic, and demographic patterns;
- (g) diagnose or fix technology problems;
- (h) automatically update the Service application on your device; and
- (i) advertise to you and enable third parties to advertise to you.

3. SHARING OF YOUR INFORMATION

3.1 Save as set out in this Privacy Policy, we will not provide your information to third parties outside our group of companies without your consent.

3.2 Parties with whom we may share your information:

- 3.2.1 We may share your information (including but not limited to, information from cookies, log files, device identifiers, location





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data, and usage data) ("**Information**") with businesses that are part of the same group of companies that we are a part of, or that become part of that group ("**Affiliates**"). Affiliates may use the Information to help provide, understand, and improve the Service (including by providing analytics) and Affiliates' own services (including by providing you with better and more relevant experiences).

- 3.2.2 In the future we may share your Information with carefully selected third-parties that help us provide the Service to you ("**Service Providers**"). Our Service Providers will be given access to your Information to the extent we believe is reasonably necessary.
- 3.2.3 In the future we may also share your Information with third-party advertising partners. This information would allow third-party ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you.
- 3.2.4 We may remove parts of data that can identify you and share anonymised data with other parties. We may also combine your information with other information to create aggregated information and share that aggregated information with third parties.

3.3 *Parties with whom you may choose to share your User Content:*

- 3.3.1 Any information or content that you voluntarily disclose for posting on the Service, such as User Content, becomes available to the public. Once you have shared User Content, that User Content may be re-shared by others.
- 3.3.2 Subject to your profile settings, the User Content that you make public on the Service is searchable by other Users.
- 3.3.3 You agree that if you remove information that you have uploaded to the Service (including User Content), copies of that information may remain viewable in cached and archived pages of the Service. You agree that the information may also be accessible if other Users or third parties using the Service have copied or saved that information.

3.4 *Parties who acquire us or all or part of our assets*

- 3.4.1 If we sell or otherwise transfer part or the whole of our business or our assets to another company, your information such as name and email address, User Content and any other





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information collected through the Service may be among the items sold or transferred.

3.5 *Responding to legal requests and preventing harm:*

3.5.1 We may access, preserve and share your information in response to a legal request (for example a search warrant or court) if we believe that the law requires us to do so. We may respond to legal requests from jurisdictions outside of the United Kingdom where we believe that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognised standards. We may also access, preserve and share information when we believe it is necessary to detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

4. HOW WE STORE YOUR INFORMATION

- 4.1 Information collected through the Service may be transferred to, stored and/or processed in a destination outside your country or jurisdiction (including to countries outside the European Economic Area) by us, our Affiliates or our (or our Affiliates') Services Providers.
- 4.2 By registering for and using the Service, you consent to such transfer, storage and/or processing.
- 4.3 We will use appropriate technical and organisational security measures to safeguard against unauthorised or unlawful processing of your personal information and against accidental loss or destruction of, or damage to, your personal data. Notwithstanding this, we cannot guarantee the security of any information you transmit to us or guarantee that information on the Service will not be accessed, disclosed, altered, or destroyed.

5. ACCESS TO INFORMATION





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5.1 The Data Protection Act 1998 (the "**Act**") gives you the right to access personal information that we hold about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a small fee for each request made by you to meet our costs in providing you with details of the information we hold about you.

5.2 If you believe that we have information about you that you do not want us to have or that is incorrect please contact us and we will correct or remove the data as you request as soon reasonably practicable.

6. YOUR CHOICES AND COMMITMENTS RELATING TO YOUR INFORMATION

6.1 You can update your account at any time by logging in and changing your profile settings.

6.2 Unsubscribe from email communications from us by clicking on the "unsubscribe link" provided in such communications. As noted above, you may not opt out of administrative communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices).

6.3 You are responsible for maintaining the secrecy of password and account information, and for controlling access to emails between you and us.

6.4 We or other Users may run contests, special offers or other events or activities ("**Events**") on the Service. If you do not want to participate in an Event, do not use the particular hashtag or geotag associated with that Event.

6.5 It is a known risk of internet usage that people are not necessarily who they say they are. People may provide information or behave in a way that is unreliable, misleading, unlawful or illegal. You must take particular care in relation to the disclosure of your personal information to other users when using the Service.

6.6 Your privacy settings may also be affected by the social media services you connect your account on the Service to. We are not responsible for the functionality, privacy, or security measures of any other organisation.

7. HOW LONG WE KEEP YOUR INFORMATION AND USER CONTENT





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7.1 Following termination or deactivation of your account, we, our Affiliates, or our (or our Affiliates') Service Providers may retain information (including your profile information) and User Content for a commercially reasonable time for backup, archival, and/or audit purposes.

8. CHILDRENS' PRIVACY

8.1 We do not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register for an account on the Service. The Service and its content are not directed at children under the age of 13. In the event that we learn that we have collected personal information from a child under age 13 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us.

9. OTHER WEB SITES AND SERVICES

9.1 We are not responsible for any websites, app's or services linked to or from the Service, including the information or content contained within them. Please remember that when you use a link to go from the Service to a third party website, app or service, this Privacy Policy does not apply to those third-party websites or services. Your browsing and interaction on any third-party website or service is subject to that third party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorise to access your User Content. If you are using a third-party website, app or service and you allow them to access your User Content you do so at your own risk.

9.2 We may, from time to time, contain links to and from the websites or app's of our partner networks, advertisers and affiliates. If you follow a link to any of these websites or app's, please note that these have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites or app's.

10. HOW TO CONTACT US

10.1 If you have any questions about this Privacy Policy or the Service in general, please contact us on contact@onefromme.com.





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11. CHANGES TO OUR PRIVACY POLICY

11.1 We may modify or update this Privacy Policy from time to time. We therefore recommend that you review it periodically. We may provide you additional forms of notice of modifications or updates where we consider this appropriate under the circumstances. Your continued use of the Service after any modification to this Privacy Policy will constitute your acceptance of the updated Privacy Policy.

