

This **Privacy and Cookie Policy** explains how Value Independence uses the personal information we collect and how you can limit our use of that personal data.

1. What do we collect?

1.1 We collect information or personal data provided to us by Users during the registration process (which as bound by the Terms and Conditions of using our websites you agree to provide as accurate) that relates to, and identifies you (e.g. your name, email and postal address) and information that does not allow us to identify you (e.g. general behaviour patterns of website visitors, page views) to evaluate our websites, ensure that our sites and services are operating correctly and ensure we are providing an appropriate and accurate advertising service for which we are being paid. We will also collect personal data from other areas of our websites such as competition entries or product sales.

Whilst we do not monitor your use of the Internet, we do use cookies to monitor your use of our websites and the services we provide. This information is not stored with your personal data and will only be used in an anonymous basis. We may also hold personal data relating to any trades, purchases or transactions you make with Value Independence or other businesses through Value Independence websites.

2. What is a Cookie?

2.1 A Cookie is a very small text file sent from our website to your internet browser, which is then stored on your computer. Cookies aren't harmful in any way to your computer, they cannot transfer viruses or look at your personal information or read other files, and they only record information about your online preferences. Our website uses cookies to help us give you the best possible experience on our website.

3. Cookies we use

3.1 We use the following cookies:

(1) **Analysing Cookies:** These anonymously remember the device you use to visit our website. They keep track of your browsing patterns and help us build up a summary of how our readers use our website.

(2) **Services Cookies:** These help us to make our website as efficient as possible, remember your details for login purposes, remember your account settings or preferences and count the number of pages you view in a session for the purpose of managing subscriptions to the website.

(3) **Third Party Advertising Cookies:** These are placed by us on behalf of our website advertisers on our site. These cookies may be placed within the advertisement and elsewhere on our site. Just like our Analysing Cookies, they are anonymous and cannot identify any individual. They are used for checking the statistics of an advertising campaign and count how many people have seen an advert and how many times a person has seen an advert.

3.2 Third Parties have no access to our cookies on our website.

4. How do we gather information?

4.1 The information we gather is collected in two ways:

(1) Indirectly through website cookie technology or technology when you use any of our mobile device applications; and

(2) directly when you register with any of the websites and create a profile, download a mobile device application or when otherwise providing information through our website (such as competition entries).

5. How do you decide how you want to hear from us?

5.1 We will always explain to you how and why we might contact you at the point where your personal information is collected. We will also give you a means of withholding or granting us permission to contact you by a series of tick boxes. If there are no tick boxes for you to check or uncheck, it is because we will not be contacting you with any information other than that which you sign up for (e.g. competition entry).

5.2 When responding to our offers or promotions by post, if you wish to be excluded from marketing content or for us to not send you offers and promotions please make this clear by stating "No Promos".

5.3 If you have signed up to receive marketing from us by text (SMS), please reply using the in-message prompt to exclude yourself from further marketing messages by that means.

5.4 If you have signed up to our newsletter or to receive email marketing from us, please use the unsubscribe link at the bottom of any of our emails to amend any marketing lists you may be included in.

6. How do we use the information we gather?

6.1 We might use your information to:

(1) remember who you are when you visit our website and track your browsing patterns by using cookies;

(2) place your information into categorised segments so as to identify your interests, helping us give you advertisements and offers that are of relevant interest to you;

(3) ensure any of our services you access or receive are correctly managed (including your subscriptions);

(4) contact you by telephone, SMS, email or post to inform you of any of our services, products or promotions (which in some cases may be provided by third parties), but only in accordance with the permissions you grant us.

(5) ensure any materials or content on the website or in our apps are presented in the most effective way for you and your devices (both computer and handheld or mobile);

(6) collect and record numeric internet addresses to further improve the website and

observe website usage;

(7) measure and understand user feedback and recognise user hotspots;

6.2 If you have subscribed to any of our services, we will use the information you provide to keep you updated on those services unless you have told us otherwise.

7. Accessing and updating your personal information

7.1 You can update or change your details by getting in touch with us via the details on the contact page of our website.

7.2 You have access rights to any personal information we hold about you. To receive a copy of the personal information we hold about you, please get in touch with us via the details on the contact page of our website.

8. Managing your browser cookies preferences

8.1 Most internet browsers will allow you to change your cookie preferences or turn off cookies. Switching off cookies may affect the usage of the website, change the performance of the website or restrict access to the website altogether. To do this, access the "help" feature of your web browser if it has one.

9. Security

9.1 The password you enter when signing up with the website is encrypted for your protection against any unauthorised access to your personal information.

9.2 We will do our utmost to protect the privacy of our users. No data transmission across the Internet can be completely secure, and consequently we cannot guarantee the security of your personal information and/or use of the website. Any personal or non-personal information you send is at your own risk and may be read by others. However once we have received your information we have procedures to protect the security of that information.

10. Disclosing your information

10.1 We may reveal your personal information if we are approached by a likely buyer of our business, if by law we are required to do so or in good-faith deeming such an action to be essential to comply with the law.

10.2 We will never without your permission sell or pass on your personal information to third parties for marketing purposes.

11. Where we store your personal information

11.1 The personal information you provide us with is stored inside the UK.

12. Changes to this Policy

12.1 We reserve the right to make changes to this policy at any time. If we do, we will post those changes onto this page or in a link at the footer of our website. Please check regularly to be kept up to date with any changes to this policy.

13. If you don't feel we're adhering to this Policy, what should you do?

13.1 If you for any reason believe that we are not adhering to this Policy, please notify us via the details on the contact page of our website, and we will try to resolve the issue as quickly as possible.

Online Transaction Terms and Conditions

These terms and conditions apply to all online card transactions made to Value Independence. Please read these terms carefully before using the online payment facilities. Value Independence may change these terms from time to time without notice. Changes will apply to any subsequent transactions with Value Independence.

- 1.** Using the online payment facilities on our website indicates that you accept these terms. If you do not accept these terms do not use our online payment facilities. All online payments are subject to these conditions.
- 2.** Your payment will normally reach Value Independence bank account within two working days. We cannot accept any liability for delayed payments.
- 3.** We cannot accept liability for payments being recorded on the wrong account if you supply inaccurate information, but will make every effort to reallocate any such payments if they arise.
- 4.** We cannot accept liability if payment is refused or declined by your credit/debit card supplier for any reason.
- 5.** If your card supplier declines payment, Value Independence is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.
- 6.** The data that you provide during online payment transactions is securely held by Value Independence or our e-commerce provider under the terms of the Data Protection Act 1998 and in accordance with the PCI Data Security Standard (PCI DSS) and will only be used for the purpose of recording your payment and for accounting processes.

Your data will be treated confidentially and with the utmost care and respect. We shall abide by the principles of the Data Protection Act 1998 and ensure that the data is used for no

other purposes and is disclosed to no third party, except in respect of data that it is necessary to provide to Value Independence's e-commerce provider who will process this information on Value Independence's behalf.

In limited, exceptional circumstances Value Independence may be required to disclose data to other third parties, for example where this is necessary to comply with the law. Our e-commerce provider will retain some personal information so that we can access payment records in the event of queries or incomplete payment information.

Any credit or debit card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed securely.

7. In no event will Value Independence be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

8. Refunds, if applicable, will be made to the debit/credit card used for the original transaction. Any refunds will be made in line with Value Independence's anti-money laundering policy and procedures.