

# Our Privacy Policy

This Privacy Policy constitutes a binding agreement between you, as the user of the [www.cumbrell.com](http://www.cumbrell.com) (the "Website"), and Cumbrell Ltd, as the owner of the Website.

Throughout this Privacy Policy we will refer to you as "you", and we will refer to Cumbrell Ltd as "we", "us" or "Cumbrell".

## 1. Application

This Privacy Policy sets out the principles governing our use of your Personal Data (we define the term "Personal Data" below). It applies to you as soon as you first use the Website, and you are deemed to have agreed to be bound by it upon your first use of the Website. If you do not wish to continue to be bound by this Privacy Policy, you shall stop using the Website now.

## 2. Relationship to Other Agreements

In addition to this Privacy Policy, our User Agreement apply to you and everyone else who uses the Website. We refer to the User Agreement and the Privacy Policy together as the "Website Agreements".

During the course of your use of the Website, you may choose to agree to be bound by certain other agreements: for example, if you wish to sign up to the Website, you will need to agree to the User Agreement, and if you wish to invest through Cumbrell, you will need to agree to the relevant Investment Agreements. We refer to all of these other agreements as the "Cumbrell's Agreements", because rather than just governing your technical use of the Website, they set out the substantive terms that govern your relationship with Cumbrell depending the services or products provided to you when you make use of our Website.

The Website Agreements will continue to apply to you even after you have agreed to a Cumbrell's Agreement. However, if it turns out that there is a conflict between the Website Agreements and a Cumbrell's Agreement that you agree to, the Cumbrell's Agreement will take precedence.

## 3. Data Collecting

When you use the Website, we may ask you to provide certain personal information, such as your contact details, banking details, tax information, demographic information, employment and educational history and, in the case of entrepreneurs who have a fundraising project through the Website, information about you in connection with your project. We may supplement the personal information you provide us with information about you that we receive from third parties. We refer to all of this information – both what you provide us and what we collect from other sources – as your "Personal Data".

## 4. Processing and Storing

The principal purposes for which we process and store your Personal Data are:

- To confirm your identity in order to create your account on the Website (the "Wallet") and ensure that you are eligible to use the services provided on the Website.
- To conduct required anti-money laundering checks on you in connection with certain transactions you may conduct via the Website.
- To process payments and investments in connection with our services provided through the Website.
- In the case of entrepreneurs who have a fundraising project, to verify and approve the disclosures you make in your fundraising project to potential investors.
- In the case of investors looking to allocate capital, to confirm that you are eligible to make investments through the Website in accordance with relevant legislation.
- To provide you with information about your Wallet, including any fundraising projects you have created and any investments or payments you have made.
- To monitor, improve and administer the Website and the services provided on the Website.
- To enable us to conduct surveys and analysis, and aggregate user profiles.
- To provide you with information about our business, and on other selected products and services that we think may be of interest to you (unless you have asked us not to do so).
- To measure, understand, or improve the effectiveness of advertising we provide to you and others.
- To enable us to comply with our legal and regulatory obligations, including reporting to regulators and governmental authorities.
- To contact you to ensure customer satisfaction in respect of our role as a website provider and assist you in getting the best value from our service.

## 5. Data sharing

Any of your Personal Data that is collected by Cumbrell or its affiliates will be kept confidential by Cumbrell and its affiliates, and we will not disclose it to any third parties. The only exceptions to this are:

- We may disclose certain of your Personal Data to third-party service-providers solely in the course of their provision of services to Cumbrell, and you acknowledge and agree that in doing so your Personal Data may be transferred outside the European Economic Area. We will take reasonable precautions to ensure that these service-providers are obligated to keep confidential any of your Personal Data that they use.
- We may disclose certain of your Personal Data if we are required to do so by law, regulation or the order of court or other legitimate government

body or arbitration panel. This includes, among other things, any Personal Data that may be requested by HM Revenue & Customs and the Financial Conduct Authority.

- We may tell you in one of the Cumbrell's Agreements that we will disclose certain of your Personal Data in connection with a transaction you conduct through the Website.
- In the event that we intend to enter into a major corporate transaction, such as a sale of control of our or another business on a stock exchange, we may disclose certain of your Personal Data to potential buyers, underwriters or advisors. If we do this, we will take reasonable precautions to ensure that the recipients of your Personal Data are obligated to keep it confidential.

## 6. Ownership and Control Changes

We may, from time to time, expand, reduce or sell our business, and this may involve the transfer of certain divisions or the whole business to other parties. Your Personal Data will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use your Personal Data for the purposes for which it was supplied by you.

## 7. Data Security

We endeavour to take all reasonable steps to protect your Personal Data, including the use of encryption technology. However, we cannot guarantee the security of any Personal Data you disclose online. In using the Website, you accept the inherent security implications of engaging in transactions online over the internet, and you agree that you will not hold us responsible for any breach of security unless we have been grossly negligent or in wilful default.

## 8. Changes to Your Personal Data

If you see that any of your Personal Data that is included in your Wallet is inaccurate, you shall revise or update it using the Website. Alternatively, if you believe that any of the Personal Data we hold about you is inaccurate, you may notify by email to the address [support@cumbrell.com](mailto:support@cumbrell.com) in order to correct it.

It is your responsibility to ensure that any Personal Data you have provided to us remains accurate and to notify us (either by the Website or by letter) if there are any changes in your Personal Data.

## 9. Severability

We have made every effort to ensure that this Privacy Policy adheres strictly with the relevant provisions of the UK Data Protection Act 1998 and other applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, this provision is to be deemed severed from this Privacy Policy and shall not affect the validity and enforceability of the rest of the Privacy Policy. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

## 10. No Waiver

In the event that either you or we fail to exercise any right or remedy contained in this Agreement, that does not mean you or we have waived that right or remedy and so shall not be construed as a waiver.

## 11. Revisions

From time to time we may update this Privacy Policy to take account of changes in the law or for any other reason. If we update this Privacy Policy, we will post a new version on the Website, and as soon as you use the Website after they are posted, you will be deemed to have agreed to the updated version, but you will still be bound by the terms of any previous versions to which you have agreed or been deemed to agree. If there is a conflict between two versions of the Privacy Policy to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

## 12. Notices and Communications

We may intercept, record and/or monitor any communication(s) (including telephone calls or other electronic communications) between you and us. We may do so in order to resolve queries in the future and for the purposes of ensuring security, staff training and complying with our regulatory and legal responsibilities.

In the case of communications by email you should note that, as emails are not encrypted (and may therefore be intercepted by third parties) and as the identity of the sender cannot be confirmed, you must NOT provide your security details by email and should avoid providing any Personal Data to us by email.

If you wish to communicate with us about anything related to this Privacy Policy, you may do so by email to the address [support@cumbrell.com](mailto:support@cumbrell.com).

## 13. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and you agree to submit to the exclusive jurisdiction of the courts of England. This means that if you want to bring a legal action against us, or we want to bring a legal action against you, it must be done in the courts of England.