

FSB privacy policy

FSB – Mobile App Privacy Policy

Introduction

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. We recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) – the “legislation”. The terms used in this Notice are based on the Information Commissioner’s Office (ICO). You can find out more about the ICO here:

<https://ico.org.uk/>

Before installation of this App, you must indicate your agreement to our terms and conditions, that you have read the privacy policy and consent to our processing your personal data provided by you to us in the App as described in this Privacy Policy. We will process your personal data as part of our agreement to provide the App.

Data Controller

Sante Group Limited is the Data Controller for the purposes of Data Protection Law and is responsible for the collection and processing of your personal data (collectively referred to as “Company”, “we”, “us” or “our” in this policy) and is registered with the Information Commissioner’s Office for the products and services we provide you. Registration number ZB396883. You can contact us for general data protection queries by email to dataprotection@santegroup.co.uk or in writing to the Data Protection Officer, 523 Garstang Road, Preston, PR3 5DL. Office Telephone 01772 585085.

Personal Information

We will only process your personal information for the purpose for which we collect it and we will only collect and process the information you give us. This information includes your name, date of birth, email address, phone number and your employer name, which is used for the purpose of App registration and to verify your identity including two factor authentication. We will only send you direct marketing communications by email or text if we have your consent. You have the right to withdraw that consent at any time by contacting us.

Legal Basis for processing your Personal Information

We are required to have a lawful basis in order to process your personal data and the relevant bases which we use are shown in the table below.

Purpose of processing	Lawful Basis
To install the App and register you as a new App user	Necessary for the performance of a contract
To process and deliver our Services	Necessary for the performance of a contract

To manage our relationship with you	Necessary for the performance of a contract
To notify you of changes in our service	Our Legal obligations
Provision of information on products and services (Marketing)	Our legitimate interests or your explicit consent
Statistical analysis	Our legitimate interests – to refine and enhance the products we can offer

When do we share your Personal Information?

As a necessary part of providing you with the services of the App we will only share your information with the third parties we use. We only work with trusted suppliers where there is an agreement in place to protect your data and in compliance with data protection regulations.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided and will be managed in accordance with our data retention policy. We only retain your personal data for as long as you are a user of the App. We will delete all personal data held relating to you upon notification by your employer. However, to meet our regulatory obligations we must keep basic information about our App users for six years after they cease using our service.

Your data protection rights

You have the following rights in relation to our processing of your personal data:

- The right to be informed about how we use your personal data (This Privacy Notice)
- The right to see a copy of the personal information we hold about you.
- The right to have personal information rectified if inaccurate or incomplete.
- The right of erasure of your personal information where there is no compelling reason for its continued processing.
- The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested.
- The right to data portability which, subject to certain conditions, allows you to obtain and reuse your personal data across different services.
- The right to object to certain processing including for the purposes of direct marketing.
- Rights to information in relation to automated decision making and profiling.

Complaints

If you have a complaint about how we use your personal information please contact us at the address below. You also have the right to lodge a complaint with the Information Commissioner's office at any time. For further information on this Privacy Notice, to access your personal information or to exercise any of your other rights, please contact Paul Nugent (Managing Director), Sante Group Ltd, 523 Garstang Road, Broughton, Preston, PR3 5DL. Tel: 01772 585085, Email: Paul@santegroup.co.uk

FSB – Terms of Use

Please read these Terms of Use carefully before using the FSB Application. The following terms and conditions (the "terms and conditions") are a legal agreement between the User ("you") and Sante Group Limited ("we", "our", "us") registered at 523 Garstang Road, Preston, PR3 5DL registered number 12186155. These terms and conditions together with our privacy notice set out the terms on which you may make use of our Application.

By using our Application, you signify that to have read, understood and agree to be bound by these Terms of Use. If you do not agree to these terms and conditions, please do not use our Application.

The FSB Application is operated by Sante Group Limited a company with a registered office at 523 Garstang Road, Preston, PR3 5DL and registered number 12186155.

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

1.1. In agreeing to abide by these terms and conditions we will provide the Application to you in accordance with these terms and conditions.

1.2. You agree to comply with any third-party terms applicable to the downloading of our Application and separately in relation to the use of your device.

1.3. You enter into a contract with us in relation to your use of our Application when you download our Application on to your device.

1.4. The Application is for your personal use only and may not be used in conjunction with any business purpose whatsoever.

2. SCOPE OF LICENCE

2.1. Subject to these terms and conditions, we grant to you a non-exclusive, non-transferable, royalty-free licence, without the right to grant sub licences, solely for your personal use and solely for the duration of this agreement between us to install one (1) copy of the Application onto a single device. This licence does not allow you to use the Application on any Device that you do not own or rightfully control, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy (except as expressly permitted by this licence or terms of the relevant certified Application Store), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application, any updates, or any part thereof except as and only to the extent any foregoing restriction is prohibited by applicable law. Any attempt to do so is a violation of our rights as a Licensor.

3. INTELLECTUAL PROPERTY

3.1. We are the owner of all Intellectual Property Rights in our Application, and either own all Intellectual Property Rights in, or are licensed to publish the material on it.

3.2. All intellectual property on the Application includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names are owned, registered and/or licensed by us. All content on the Application (except for Personal Information), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content ("Content") is our intellectual property.

4. ACCESS TO APPLICATION

4.1. Access to our Application is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Application without notice. We will not be liable if for any reason our Application is unavailable at any time or for any period.

4.2. You are responsible for making all arrangements necessary for you to have access to our Application.

4.3. You are responsible for controlling the access to and security settings of any device on which the Application is installed.

4.4. If you use the Application, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your device to prevent unauthorised access to your account.

4.5. You agree to accept responsibility for all activities that occur under your account or password.

4.6. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being or is likely to be used in an unauthorised manner.

4.7. You should not disclose or provide or share the login and passwords you use to access the Application with any third party.

5. USING THE APPLICATION

5.1. By downloading our Application you warrant that:

5.1.1. you are legally capable of entering into binding contracts;

5.1.2. you are at least 18 years old; and

5.1.3. you will abide by these terms and conditions

6. ACCEPTABLE USE RESTRICTIONS

6.1. You may use our Application only for lawful purposes.

6.2. You may not use our Application;

6.2.1 to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App

6.2.2 in any way that is in breach of any law, statute, regulation of any applicable jurisdiction;

6.2.3 in any way that is unlawful or fraudulent;

6.2.4 in any way that impersonates any other person or body;

6.2.5 in any way which may infringe or breach the copyright or any intellectual property rights; and

6.2.6 in any way which involves your use, delivery or transmission of any viruses or anything likely intended to damage, detrimentally interfere with, intercept, or expropriate any system, data or personal information

7. LINKS

7.1. The App may contain links to other independent websites, applications or other products or services operated by other companies "Third Party Services". We do not endorse, monitor or have any control over these services, which have separate terms of use and privacy policies. Such independent sites or providers are not under our control and we are not responsible for their content or their privacy policies. You will need to make your own independent judgement about whether to use any such sites and the services offered by them.

8. PRIVACY

8.1. We process information about you in accordance with our privacy notice, which can be found at:

<https://www.fsb.co.uk/privacynotice> (the "privacy notice"). By using our Application, you consent to such processing of your personal information and sensitive personal information in line with the relevant parts of our privacy notice for the purposes set out in our privacy notice and you warrant that all data provided by you is accurate.

9. TERMINATION

9.1. We will determine, at our discretion, whether there has been a breach of these terms and conditions. When a breach of these terms and conditions has occurred, we may take such action as we deem appropriate including terminating this agreement. If this agreement is terminated for any reason you will delete our Application from your device and we have the right to block your access to the Application.

9.2. Failure to comply with these terms and conditions constitutes a material breach of these terms and conditions upon which you are permitted to use our Application, and may result in our taking all or any of the following actions:-

9.2.1. immediate, temporary or permanent withdrawal of your right to use our Application;

9.2.2. immediate, temporary or permanent removal of any posting or material uploaded by you to our Application;

9.2.3. issue of a warning to you;

9.2.4. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

9.2.5. further legal action against you;

9.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

10. LIMITATION OF LIABILITY

10.1. The Application is provided to you at no cost and therefore is provided to you on your own behalf without any guarantees, conditions or warranties as to its accuracy (whether express or implied). To the extent permitted by law, we, other members of our group of companies and third parties connected to the Application hereby expressly exclude all liability for:-

10.1.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

10.1.2. loss of profits;

10.1.3. any direct, indirect or consequential loss or damage incurred by you in connection with our Application or in connection with the use, inability to use, or results of the use of our Application, any websites linked to it and any materials posted on it, including, without limitation any liability for:-

10.1.3.1. loss of income or revenue (whether direct or indirect);

10.1.3.2. loss of business (whether direct or indirect);

10.1.3.3. loss of profits or contracts (whether direct or indirect);

10.1.3.4. loss of anticipated savings (whether direct or indirect);

10.1.3.5. loss of data (whether direct or indirect), except where we have materially breached any relevant data protection laws or regulations which apply to us;

10.1.3.6. loss of goodwill (whether direct or indirect);

10.1.3.7. wasted management or office time (whether direct or indirect); and
10.1.3.8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of, or damage to, your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

10.1.4. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

10.1.5. Your sole right and remedy in the event of any defect in the Application or its operation, to the exclusion of all other remedies, will be to terminate the licences described in these terms and conditions and to delete the Application from your device.

11. UPDATE TO THE APP AND CHANGES TO THE SERVICE

11.1. From time to time we may automatically update the app and change the service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. We may change the content at any time and if the need arises, we may suspend access to our Application, or close it indefinitely. Any of the material on our Application may be out of date at any given time, and we are under no obligation to update such material.

12. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

12.1. We may revise these terms and conditions at any time. Please check this page from time to time which can be found on the Application login page.

12.2. You will be subject to the policies and terms and conditions in force at the time that you login to the Application.

13. LAW AND JURISDICTION

13.1. The English courts will have exclusive jurisdiction over any claim or dispute arising from or related to the Application.

13.2. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. ASSIGNMENT

14.1. You may not assign or transfer in any way any of your rights, liabilities and/or obligations under these terms of use on a temporary or permanent basis to any third party without our prior written consent.

15. GENERAL

15.1. If any provision of these terms and conditions (or part of any provision) is found by a court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.

16. ENTIRE AGREEMENT

16.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions.

16.2. We each acknowledge that, in entering into these terms and conditions, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

16.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

16.4. Nothing in this clause limits or excludes any liability for fraud.

Dated 1st February 2023

Subscription terms

Unless you cancel at least 24 hours before your renewal date, you will be automatically charged a price indicated on the payment screen and/or Apple's payment pop-up screen for a chosen subscription period.

Payment will be charged to your iTunes; App Store/Apple ID account ("Account") at confirmation of purchase (after you accept by Touch ID, Face ID, or otherwise the subscription terms on the pop-up screen provided by Apple)

The subscription renews automatically at the end of each period (each year, or month, until you cancel.

You can cancel your subscription anytime by turning off auto-renewal through your Account settings.

To avoid being charged, cancel the subscription in your Account settings at least 24 hours before the end of the current subscription period.

You alone can manage your subscription. Learn more about managing subscriptions (and how to cancel them) on Apple support page.

If you purchased a subscription through the Apple App Store and are eligible for a refund, you'll have to request it directly from Apple. To request a refund, follow these instructions from the Apple support page.

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