
ZYNDCLUB - MEMBER TERMS OF USE (SALE)

BACKGROUND:

These Terms of Use (Sale), together with any and all other documents referred to herein, set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to consumers through this website, www.zyndplatform.com ("Our Site"). Please read these Terms of Use/Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Use/Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Use/Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site. These Terms of Use/Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Use/Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase of a Subscription to access Paid Content, as explained in Clause 6;
"Paid Content"	means the use of the digital software tools and content provided by Us and accessed through Our Site;
"Subscription"	means a ZyndClub™ Member subscription to Our Site providing access to Paid Content;
"Subscription Confirmation"	means our acceptance and confirmation of your purchase of a Subscription;
"Subscription ID"	means the reference number for your Subscription; and
"We/Us/Our"	means Zynd Limited a company registered in England under company number 14591062, whose registered address is Brookfield Court Selby Road, Garforth, Leeds, West Yorkshire, United Kingdom, LS25 1NB.
"You/Your"	means a consumer who has registered and/or joined as a ZyndCub™ Member or User or Person, contracted to Us via Paid Content Subscription.

2. Information About Us

2.1 Our Site, www.zyndplatform.com, is owned and operated by Zynd Limited, VAT number GB 432340337.

3. Age Restrictions

Consumers may only purchase Subscriptions and access Paid Content through Our Site if they are at least 18 years of age.

4. Business Customers

These Terms of Use/Sale do not apply to customers (e.g. Employers) purchasing Subscriptions and accessing Paid Content in the course of business. If you are a business customer, please consult our Employer Terms of Use/Sale.

5. Subscriptions, Paid Content, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content available from Us correspond to the actual Subscription and Paid Content that you will receive. Please note, however, that due to dependencies on 3rd party partners, minor discrepancies may occur.
- 5.2 Please note that sub-Clause 5.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies. Please refer to Clause 10 if your Subscription or the Paid Content is incorrect.
- 5.3 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 30 days before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 12.1.
- 5.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.5 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform you at least 30 days before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 12.1.
- 5.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your Subscription to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.11 regarding VAT, however).
- 5.8 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a

response from you within 30 days, We will treat your order as cancelled and notify you of this in writing.

- 5.9 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.10 If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order.
- 5.11 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.
- 6.4 Subscription Confirmations, available online, shall contain the following information:
 - 6.4.1 Your Subscription ID (this is the email address used when you registered);
 - 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it is available online under Subscription Plan;
 - 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
 - 6.4.4 The duration of your Subscription (including the start date, and the expiry and renewal date);
 - 6.4.5 Confirmation of your acknowledgement that the Paid Content will be made available to you immediately and that you will lose your legal right to change your mind and cancel upon accessing the Paid Content as detailed below in sub-Clause 11.1;

- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 calendar days.
- 6.6 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription.

7. Payment

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Subscription Confirmation (this usually occurs within just a few minutes and you will be shown a message confirming your payment).
- 7.2 We accept the following methods of payment on Our Site:
 - 7.2.1 Visa Debit and Credit Cards;
 - 7.2.2 Mastercard Debit and Credit Cards;
- 7.3 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.5. If you do not make payment within 24 hours of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.4 If you believe that We have charged you an incorrect amount, please contact Us at enquiries@zynd.co.uk as soon as reasonably possible to let us know. You may still be charged for Paid Content while availability is suspended.

8. Provision of Paid Content

- 8.1 Paid Content appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until you end the Contract.
- 8.2 When you place an order for a Subscription, the Paid Content will be made available to you immediately. By accessing (e.g. downloading or streaming) the Paid Content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see sub-Clause 11.1 for more information.
- 8.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
 - 8.3.1 To fix technical problems or to make necessary minor technical changes;
 - 8.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
 - 8.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 5.5.
- 8.4 If We need to suspend availability of the Paid Content for any of the reasons

set out in sub-Clause 8.3, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform you as soon as reasonably possible after suspension).

- 8.5 We may suspend provision of the Paid Content if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 24 hours of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from you. If We do suspend provision of the Paid Content, We will inform you of the suspension. You may still be charged for any Paid Content while provision is suspended.
- 8.6 Any refunds under this Clause 8 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.7 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Subscription.

9. Licence

- 9.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for personal, non-commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
 - 9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').
 - 9.2.2 You may not use any of the Paid Content if under the age of 18 years.

10. Problems with the Paid Content

- 10.1 By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available through your Subscription does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
 - 10.1.1 If the Paid Content has faults, you will be entitled to a repair or a replacement.
 - 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
 - 10.1.3 If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable care and skill, you may be entitled to a repair or compensation. Please refer to sub-Clause 13.3 for more information.

- 10.2 Please note that We will not be liable under this Clause 10 if We informed you of the fault(s) or other problems with particular Paid Content before you accessed it and it is that same issue that has now caused the problem (for example, if the Paid Content in question is an alpha or beta version and We have warned you that it may contain faults that could harm your device or other digital content); if you have purchased the Paid Content for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Paid Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 10.3 If there is a problem with any Paid Content, please contact Us at enquiries@zynd.co.uk to inform us of the problem.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription.
- 10.6 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Cancelling Your Subscription

- 11.1 If you are a consumer, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Subscription Confirmation (i.e. when the Contract between you and Us is formed) and ends when you access (e.g. download or stream) the Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.
- 11.2 After the cooling-off period, you may cancel your Subscription at any time, however subject to sub-Clause 11.3 and Clause 12, We cannot offer any refunds and you will continue to have access to the Paid Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 11.3 If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
- 11.4 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation by email. Cancellation by email is effective from the date on which you send Us your message. To contact Us directly to cancel, please use the following details:
 - 11.4.1 Email: enquiries@zynd.co.uk;
providing Us with your full name.
- 11.5 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however, please note that

you are under no obligation to provide any details if you do not wish to.

- 11.6 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.7 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription.

12. Your Other Rights to End the Contract

- 12.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Content (as described in sub-Clauses 5.3 or 5.5), or to these Terms of Use/Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Content until that date.
- 12.2 If We have suspended availability of the Paid Content for more than 30 calendar days, or We have informed you that We are going to suspend availability for more than 30 calendar days, you may end the Contract immediately, as described in sub-Clause 8.4. If you end the Contract for this reason, We will issue you with a partial or full refund whichever is applicable.
- 12.3 If there is a low risk that availability of the Paid Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. If you end the Contract for this reason, We will issue you with a suitable pro-rata refund.
- 12.4 If We inform you of an error in the price or description of your Subscription or the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a suitable pro-rata refund.
- 12.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 12.6 Refunds under this Clause 12 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your Subscription.
- 12.7 If you wish to exercise your right to cancel under this Clause 12, you may do so in any way you wish, however for your convenience, you can contact Us directly to cancel, please use the following details:
 - 12.7.1 Email: enquiries@zynd.co.uk;
providing Us with your full name.
- 12.8 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.

13. Our Liability to Consumers

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Use/Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content (including but not limited to Paid Content) from Our Site damages your device or other digital content belonging to you, We will either repair the damage or pay you appropriate compensation. Please note that We will not be liable under this provision if:
- 13.3.1 We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or
 - 13.3.2 The damage has been caused by your own failure to follow Our instructions; or
 - 13.3.3 Your device does not meet any relevant minimum system requirements that We have made you aware of before you purchased your Subscription.
- 13.4 Nothing in these Terms of Use/Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.5 Nothing in these Terms of Use/Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

14. Contacting Us

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at enquiries@zynd.co.uk,
- 14.2 For matters relating the Paid Content or your Subscription, please contact Us by using the same email address as above,
- 14.3 For matters relating to cancellations, please contact Us by using the same email address as above.

15. Complaints and Feedback

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Us by writing to enquiries@zynd.co.uk,

15.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in the following way:

15.3.1 By email, addressed to Mr Ray Sherry, CEO, Zynd Limited,
ray@zynd.co.uk.

16. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy, available below and Cookie Policy also available below.

17. Other Important Terms

17.1 We may transfer (assign) Our obligations and rights under these Terms of Use/Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Use/Sale (and the Contract) will not be affected and Our obligations under these Terms of Use/Sale (and the Contract) will be transferred to the third party who will remain bound by them.

17.2 You may not transfer (assign) your obligations and rights under these Terms of Use/Sale (and under the Contract),

17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Use/Sale.

17.4 If any of the provisions of these Terms of Use/Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Use/Sale. The remainder of these Terms of Use/Sale shall be valid and enforceable.

17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Use/Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Use/Sale means that We will waive any subsequent breach of the same or any other provision.

17.6 We may revise these Terms of Use/Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Use/Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

18. Law and Jurisdiction

18.1 These Terms of Use/Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be

subject to the jurisdiction of the courts of England & Wales as determined by your residency.

- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

19. Attribution

These Terms of Use/Sale have been created using a document template from www.simply-docs.co.uk.

PRIVACY POLICY AND USE OF COOKIES

BACKGROUND:

Zynd Limited understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of everyone who visits this website, www.zyndplatform.com ("Our Site") and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of this Privacy Policy is requested at the point of "creating a user account" when you select you are accepting the Terms of Use.

20. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

"Account"	means an account required to access and/or use certain areas and features of Our Site;
"Cookie"	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in Part 14, below; and
"Cookie Law"	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003;

21. Information About Us

Our Site is owned and operated by Zynd Limited

Our Data Protection Officer: Mr Ray Sherry at email address ray@zynd.co.uk.

22. What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. Our Site may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

23. What Is Personal Data?

Personal data is defined by the UK GDPR and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers,

electronic location data, and other online identifiers.

24. What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Policy should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 15.
- b) The right to access the personal data we hold about you. Part 13 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 15 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part 15 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- i) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 15.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 15.

25. What Data Do You Collect and How?

Depending upon your use of Our Site, we may collect and hold some or all of the personal and non-personal data set out in the table below, using the methods also set out in the table. Please also see Part 14 for more information about our my use of

Cookies and similar technologies and our Cookie Policy Clause 33. We do not collect any 'special category' or 'sensitive' personal data relating to children, data relating to criminal convictions and/or offences.

Data Collected	How We Collect the Data
Identity Information including full name, title, date of birth, country of birth, country of residence, immigration status	Consumers provide this information via a secure Member Profile input form.
Contact information including email address, telephone number.	Consumers provide this information via a secure Member Profile input form.
Business information including Job Title, Business Name, start date and end date	Consumers provide this information via a secure Member Profile input form.
Payment information including card details.	Consumers provide this information via a secure Payments window directly to Revolut. We do not collect or store this information directly.
Profile information including login details, education, work experience, voluntary and charity experience, training courses and professional qualifications, portfolio, pitch video, sports achievements, hobbies, soft and technical skills and other information	Consumers provide this information via a secure Member Profile input form. Information about completed Zynd training courses is generated and stored on completion. Verified soft and technical skills are also generated and stored once verified on completion of a relevant Zynd training course
Technical information including email address and password.	Consumers provide this information via a secure input form when registering for the products and services. Emails are confirmed using an email verification method.
Data from third parties including email address, full name	Consumers provide this information via a third-party input form when using the third party service for the first time.

26. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we may use your personal data, and our lawful basis for doing so:

What We Do	What Data We Use	Our Lawful Basis
Registering you on Our Site.	Name, Title, Email Address, password	To be able to securely register You and protect Your privacy.
Providing and managing your Account.	Email Address, Password, Zyndite ID.	To provide secure access to Our Site and maintain Your privacy until explicit consent is given to do otherwise.
Providing and managing your access to Our Site.	Email Address, Password.	To provide secure and personal access to Your account to maintain

		Your privacy.
Personalising and tailoring your experience on Our Site.	Date of Birth, Country of Birth, Country of Residence, Immigration Status, Work Experience, Voluntary and Charity Experience, Zynd Training Courses, Other Training and Professional Qualifications, Competitions, Sports Achievements, Portfolio, Pitch Video and Hobbies, Soft and Technical Skills and Other basic information.	<p>We use this information only with your consent to share with potential Employers in the Talent Search feature of the ZyndSelect product.</p> <p>We also use this information when you explicitly apply for a Job Post advertised by an Employer.</p> <p>In both scenarios we only share this information with Employers when the Employer has paid Our fees.</p> <p>You have the option to opt out of sharing Your Portfolio and Your Pitch Video.</p> <p>We share this information in the best interests of You finding a job with a suitable Employer.</p>
Administering Our Site	Data as above.	<p>Zynd Limited may also use its Site to perform a Talent Search and make Job Posts.</p> <p>It too is subject to the same controls and checks as afforded to other Employers.</p>
Administering our business.	Operational Reports.	Our reason for this is to help us understand how the business and platform is performing. We do not access any personal information in this regard
Supplying our products and services to you.	As above.	We use this data to help us match Members to Employers based on their Job Selection Criteria and also to feedback to Members where they have performed well, just missed out or missed out completely. This helps Us provide useful feedback to Members whenever they apply for a Job Post.
Managing payments for products and services.	Name, Card number, Expiry Date, Security Code	We do not process or store this information ourselves. This data is processed securely using Revolut Payments and is required for Subscription Payment and Employer Fees Payment.
Personalising and tailoring our product and services for you.	Profile Photo, Portfolio and Pitch Video. Verified Soft and Technical Skills, Other Training and Professional Qualifications.	This is to help You bring Your personality to life when You have provided explicit consent to do so and only if an Employer has paid its Fees. We use verified soft and technical skills to match You with Employer requirements and to perform a data matching between the two parties for

		<p>easy shortlisting and visual comparison.</p> <p>We use Other Training and Professional Qualifications history to show the full extent of Your background and fit with a potential job opportunity.</p>
Communicating with you.	Email address, Zyndite ID, Full Name.	<p>To ensure that You are kept informed of key actions taken by You on Your account and any interactions or approaches received by potential Employers.</p> <p>We do this to allow You to perform reasonable account administration and to stay on top of any actions.</p>
Supplying you with information by email that you have opted-in-to when registering.	Email Address, Zyndite ID, Full Name	To contact you on a personal level when you have requested Us to do so and / or to provide you with written instructions of how to overcome a problem or to get the best from Your Subscription.

With your permission and/or were permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message or post with information, news, and offers on our products and/or services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

Third Parties (including Affinda, Alison.com, Criteria Corporation, Bunny.net and Revolut whose content appears on Our Site may use third-party Cookies, as detailed below in Part 14. Please refer to Part 14 for more information on controlling cookies. Please note that we do not control the activities of such third parties, nor the data that they collect and use themselves, and we advise you to check the privacy policies of any such third parties.

We use the following automated systems for carrying out certain kinds of decision-making and profiling. If at any point you wish to query any action that we take on the basis of this or wish to request 'human intervention' (i.e. have someone review the action themselves, rather than relying only on the automated method), the Data Protection Legislation gives you the right to do so. Please contact us me to find out more using the details in Part 15.

- The following automated decision-making method(s) may be used:
 - When You apply for a Job Post or are found in a Talent Search by an Employer your profile soft and technical skills, location, country and educational subject and level are used to determine if you meet the Employers requirements. On matching any skill a tick box is added to the results displayed to the Employer, with a percentage match score calculated accordingly.

- When an Employer adds You to a Shortlist, the Employer may then choose to compare you visually with other people using ZyndCompare™ product. This product provides a visual representation of Your data alongside other people and allows the Employer to add or exclude certain data types used in the comparison. All data types included are used to calculate a matching score which then helps the Employer to make a better and fairer shortlisting decision.
- The following automated profiling may take place:
 - When You perform a Self-Discovery Personality Assessment the process involves answering a number of questions posed by Our Partner, Criteria Corporation. The answers provided by You are used to securely generate a Personality Profile and Workplace Assessment, the latter of which is saved to Your Member Profile.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact us using the details in Part 15.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with, the purpose(s) for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

27. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

Type of Data	How Long We Keep It
Identity information as per Clause 25	13 months after the end of a Subscription period.
Contact information as per Clause 25	13 months after the end of a Subscription period.
Business information as per Clause 25	13 months after the end of a Subscription period.
Payment information as per Clause 25	13 months after the end of a Subscription period.
Profile information as per Clause 25	13 months after the end of a Subscription period.
Technical information as per Clause 25	13 months after the end of a Subscription period.

Data from third parties as per Clause 25	13 months after the end of a Subscription period.
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28. How and Where Do You Store or Transfer My Personal Data?

We will only store most of your personal data in the UK and some of your personal data within the European Economic Area (the “EEA”). The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein. This means that your personal data will be fully protected under the EU GDPR and/or to equivalent standards by law. Transfers of personal data to the EEA from the UK are permitted without additional safeguards;

We may store some or all of your personal data in countries outside of the UK, such as the United States of America (USA). These are known as “third countries”. We will take additional steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation as follows:

We ensure that your personal data is protected under binding corporate rules. Binding corporate rules are a set of common rules which all our group companies are required to follow when processing personal data. For further information, please refer to the [Information Commissioner’s Office](#).

We will only store or transfer personal data in or to countries that are deemed to provide an adequate level of protection for personal data. For further information about adequacy decisions and adequacy regulations, please refer to the [Information Commissioner’s Office](#).

The security of your personal data is essential to Us, and to protect your data, we take a number of important measures, including the following:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data) including notifying you and/or the Information Commissioner’s Office where we are legally required to do so;
- we provide security of data whilst in transit, at rest or whilst in use using internationally recognised encryption standards and controls.

29. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

We may sometimes contract with the following third parties to supply certain products services.

Recipient	Activity Carried Out	Sector	Location
Affinda	CV Parsing	Technology	Australia
Alison.com	Training Courses	Technology	Republic of Ireland
Criteria Corporation	Self-Assessments	Technology	United States of America
Bunny.net	Video storage and streaming	Technology	Germany, EU
Revolut Limited	Payments Processing	Technology	UK
ANS Limited	Data Hosting	Technology	UK

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 9.

If any personal data is transferred outside of the UK, we will take suitable steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation, as explained above in Part 9.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

30. How Can I Control My Personal Data?

30.1 In addition to your rights under the Data Protection Legislation, set out in Part 5, when you submit personal data via Our Site, you may be given options to restrict our use of your personal data. In particular, we aim to give you strong controls on our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from us which you may do by unsubscribing using the links provided in our emails and at the point of providing your details and by managing your Account).

30.2 You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service ("the TPS"), the Corporate Telephone Preference Service ("the CTPS"), and the Mailing Preference Service ("the MPS"). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

31. Can I Withhold Information?

You may access certain areas of Our Site without providing any personal data at all.

However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

You may restrict our use of Cookies. For more information, see Part 14 and our Cookie Policy Clause 33.

32. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a “subject access request”.

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 15. To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is ‘manifestly unfounded or excessive’ (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 28 calendar days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

33. How Do You Use Cookies?

Our Site may place and access certain first-party Cookies on your computer or device. First-party Cookies are those placed directly by us and are used only by us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve our products and services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

By using Our Site, you may also receive certain third-party Cookies on your computer or device. Third-party Cookies are those placed by websites, services, and/or parties other than us. For more details, please refer to the table below. These Cookies are integral to the functioning of Site.

All Cookies used by and on Our Site are used in accordance with current Cookie Law.

Certain features of Our Site depend on Cookies to function. Cookie Law deems these Cookies to be “strictly necessary”. These Cookies are shown in the table below. Your consent will not be sought to place these Cookies, but it is still important that you are aware of them. You may still block these Cookies by changing your internet browser’s settings as detailed below, but please be aware that Our Site may not work properly if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them.

The following first-party Cookies may be placed on your computer or device:

Name of Cookie	Purpose	Strictly Necessary
JSESSIONID	User identification	Yes
NEXT_LOCALE	Storing user locale (not currently used, but may be used in the future)	No
LAST_LOCALE	Storing user locale (not currently used, but may be used in the future)	No

and the following third-party Cookies may be placed on your computer or device:

Name of Cookie	Provider	Purpose
Not Applicable	Not Applicable (N/A)	N/A

Our Site uses analytics services provided by Google. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling us to better understand how Our Site is used. This, in turn, enables us to improve Our Site and the products and services offered through it.

The analytics service(s) used by Our Site use(s) Cookies to gather the required information. You do not have to allow us to use these Cookies, however whilst our use of them does not pose any risk to your privacy or your safe use of Our Site, it does enable us to continually improve Our Site, making it a better and more useful experience for you.

The analytics service(s) used by Our Site use(s) the following Cookies:

Name of Cookie	First / Third Party	Provider	Purpose
_ga	First	Google	Used to distinguish users
ga<container-id>	First	Google	Used to persist session state

In addition to the controls that we may provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

34. How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details (for the attention of Ray Sherry):

Email address: enquiries@zynd.co.uk

35. Changes to this Privacy Policy

We may change this Privacy Policy from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date. This Privacy Policy was last updated on 29 January 2024.

36. Attribution

This Privacy Policy has been created using a document template from www.simply-docs.co.uk