



PRIVACY POLICY

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1. ABOUT US

YOUGETITBACK LIMITED (trading as Inhance Technology) (“**Inhance**”, “**we**”, “**our**” or “**us**”) is committed to protecting and respecting your privacy. We are registered in the Republic of Ireland under company number 405131 and have our registered office at Evergreen House, Congress Road, Cork, Ireland. Our VAT number is IE6425131M.

2. SCOPE OF POLICY

- 2.1. This Privacy Policy sets out the basis on which any personal data about you or any Additional User (as defined at section 2.6) (the “**User Data**”), will be processed by us.
- 2.2. This Privacy Policy applies to the User Data processed by us through your use of our application and services (together the “**App**”). The App may include the following when it results in the processing of User Data by us:
 - 2.2.1. the software applications we provide to customers which includes all or any of the features of the application, computer software and digital assets, the data supplied with it, the associated media, printed materials, purchase information and online **OR** electronic documentation; and
 - 2.2.2. any of the services, websites or online accounts accessible as part of the App.
- 2.3. Additional terms and conditions may apply to your use of the App and these are available at www.inhancetechnology.com.

- 2.4. Any compatible mobile, telephone, or handheld device with the appropriate specification on which the App is downloaded is referred to in this Privacy Policy as (the “**Device**”)
- 2.5. The App allows you to create an online account to manage your preferences and the features of the App (the “Online Account”). You should be able to access the Online Account from a Device or from any computer with internet connectivity using your user ID and password (the “**Account ID**”).
- 2.6. If you are able to download the App to a number of different Devices, you should be able to view those Devices on your Online Account. If the Devices are used by other users, for example, employees or family members, then we will also process the User Data of these users (the “**Additional Users**”). This Privacy Policy applies to any User Data we process relating to the Additional Users and references to “**you**” or “**your**” in this Privacy Policy shall include the Additional User as appropriate.
- 2.7. Please read the following carefully to understand our views and practices regarding the User Data and how we will treat it.
- 2.8. By using, accessing or downloading the App or using the website through which the App is made available to you (the “**App Site**”), or the Online Account, you are accepting and consenting to the practices described in this Privacy Policy.

3. WE GENERALLY ACT AS DATA PROCESSORS

- 3.1. For the purpose of the Data Protection Act 1988 & 2003 in the Republic of Ireland (the “**Act**”), we generally process User Data on behalf of insurance and warranty companies, telecom operators, consumer electronics retailers and OEMs (the “**Seller**”) who are the data controllers for the purposes of the Act.
- 3.2. The Seller allows us to process your User Data in connection with the product or service that you have purchased from the Seller (the “**Seller Product**”), for example mobile devices or insurance policies. You acknowledge and agree that once you download the App to a Device we may contact you via push, email or text with information relevant to the App.
- 3.3. When we are acting as data processors we will process User Data under the instructions of the Seller and we will share your User Data with the Seller. This Privacy Policy only describes the use that we will make of your User Data. The Seller, may process your User Data differently, including processing in ways which are not consistent with the provisions of this Privacy Policy. We are not responsible or liable for any processing activities undertaken by the Seller in connection with the User Data.
- 3.4. In certain limited circumstances we may act as data controllers under the Act for the purposes of certain features available through our App where the App is not provided as part of the Seller Product or we collect User Data for Our own purposes and not on behalf of a Seller. This Privacy Policy applies to our processing activities as data controller or data processor.

4. HOW WE COLLECT USER DATA

- 4.1. **User Data provided to us** (the “**General Data**”): you may give us User Data about you by filling in forms on the App Site, or by corresponding with us (for example, by e-mail or telephone). The User Data you provide may include User Data about the Additional Users of the Online Account where the Device used by the Additional User on which the App is installed is registered to that Online Account. This includes User Data that is provided to us about you:
 - 4.1.1. upon registration to use the App Site;
 - 4.1.2. when downloading or registering to use the App. Registration is optional, however you may not be able to use some of all of the features of the App if you do not register;
 - 4.1.3. when you are using the App;
 - 4.1.4. when subscribing to any of the features of the App;
 - 4.1.5. when entering a competition, promotion or survey; and
 - 4.1.6. when a problem is reported or a request for support is received.
- 4.2. **User Data we collect about you** (“**Technical Data**”). Each time you visit the App Site or use one of our Apps we may automatically collect the following:
 - 4.2.1. User Data relevant to the Device and the User Data stored on that Device;
 - 4.2.2. details of the use of any of our Apps or of visits to the App Sites and the resources that are used.
- 4.3. **Location Data** We may also use location technology such as GPS, Wi-fi, Cell ID or IP address (the “**Location Technology**”) to determine the location of the Device. We may collect the precise coordinate data and real time geographic location of the Device over a period of time (i.e. tracking) or at a given point in time (the “**Location Data**”) and share such Location Data with the Sellers who are the data controllers of such Location Data.
- 4.4. **User Data we receive from other sources** (the “**Third Party Data**”). We are working closely with third parties (including, for example, Sellers, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, and may receive User Data about you from them.
- 4.5. If you contact us, we may keep a record of that correspondence (the “**Support Data**”).

5. WHAT USER DATA DO WE COLLECT AND WHAT DO WE DO WITH IT?

- 5.1. A description of the User Data we collect, including information related to the User Data which may not be personal data, is included in the table below including an overview of the purpose for which is collected (the “**Purpose**”):

User Data	Description of User Data (including but not limited to):	Purpose
General Data	name, address, e-mail address, the Device's phone number, username, password and other registration information	<ul style="list-style-type: none"> • to enable you to register for the App and to deliver the features of the App to you • to send you the download link via SMS or email when you register with us. • to carry out our obligations arising from any contracts entered into between you and us • for non-marketing/administrative purposes e.g. to notify you about changes to the App or any contracts between us • to provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes • to send you push notifications or SMS messages about various events related to the features of the App.
Technical Data	the type of Device used, a unique Device identifier (for example, the Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, the mobile operating system, the type of mobile browser used, time zone settings, contact information stored on the Device, login information, photos, videos or other digital content including SMS messages on Android	<ul style="list-style-type: none"> • to deliver the features of the App to you • to carry out our obligations arising from any contracts entered into between you and us • to ensure that content from the App Site and the Online Account is presented in the most effective manner for you and for the Device • to allow you to participate in interactive features of our service, when you choose to do so

	Devices. We also collect traffic data, location data, weblogs and other communication data and information about your computer, including where available your IP address, operating system and browser type, for system administration, to track an individual and to report aggregate information. We also collect data relating to the performance of the mobile device such as battery life, charging time, application processor allocations, screen on duration, connection type (wifi, 3G) etc.	
Location Data	including the precise coordinate data and real time geographic location of the Device	<ul style="list-style-type: none"> • to allow you to participate in interactive features of the App, when you choose to do so
Support Data	details of the support request	<ul style="list-style-type: none"> • to deliver the features of the App to you • to enable us to provide effective support services

5.2. If you provide your express consent you agree we may also use the User Data, or permit selected third parties to use the User Data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by email, post or telephone. You can also adjust your details and opt out of receiving such emails and other communications by ticking the appropriate "opt out" option.

5.3. You grant to us an irrevocable, royalty free and non-exclusive licence to use, copy, modify, adapt, translate and distribute the User Data for the purposes specified above and in accordance with this Privacy Policy.

6. CONSENT FOR LOCATION DATA

- 6.1. We will require express consent for the use of Location Technology on a Device. Consent may be requested a number of different ways as follows and consent shall be continuing once it has been provided unless you actively remove consent as provided below. you may provide consent (the latest recorded consent by our system is the most valid):
 - 6.1.1. by ticking the relevant box at registration;
 - 6.1.2. by ticking the relevant pop up box in the App when you try to use a feature of the App that requires the use of Location Technology; or
 - 6.1.3. when you make a support request (including when you use your four digit PIN to locate your Device from another Device) in which case consent is provided by your action in requesting the location be sent to the Device from which you are sending the text. If you provide consent at the time of making a support request this will take precedence over those specified on your Device or on your Online Account.
- 6.2. In the event that you are providing consent on behalf of the Additional User you are acting as their agent and you confirm that you have all necessary rights and authority to provide consent on behalf of the Additional User. You acknowledge that we will use the Location Technology for each Device registered to the same Online Account where we have consent for the relevant Device. Agreement from the Additional User must be effective, valid and specific for the purposes which the App will be used by you. In the event that the Additional User revokes any consent provided you must delete the relevant Device from your Online Account. You agree not to lock, track, request a location or use any features of the App for any Device in the event that you do not have legal and continuing agreement from the Additional User. You agree to provide us with a record of any agreement provided from an Additional User within seven (7) business days of any request from us.
- 6.3. Consent may be withdrawn on a Device at any time by turning "ON"/"OFF" the relevant setting through the Online Account. Through the Online Account, select the relevant Device. Go into the "Permissions and Privacy heading" and turn "ON/OFF" location as required. The Location Technology will need to be turned "OFF" for each Device individually.
- 6.4. In some circumstances, and in particular where your Device is offline, there may be a delay between the time when you turn ON/OFF the Location Technology and the time when we register that action. For example, if we have your consent and your Device is offline when you initiate a feature of the App that uses Location Technology and You subsequently turn off location, as soon as the Device is online and your request is registered on our system we will action your requests. However, because actions are queued in our system, your request to use the Location Technology may be completed before our system registers that you have turned off the Location Technology.
- 6.5. When we have consent we will transmit, collect, maintain, process and use, among other things, the Location Data and share such Location Data with the Sellers who are the data controllers of such Location Data. We process all Location Data under the instructions of the Seller.
- 6.6. If an insurance claim is made relating to a lost or stolen Device, you acknowledge that if consent has been provided for the collection of Location Data for a Device then we are processing the Location

Data on behalf of the Seller who is the data controller for the purposes of the claim. From the point at which the claim is made, if we have your consent, Location Data collected from the Device may be used to try to identify where the Device is located.

- 6.7. If you do not provide your consent you agree that we shall have the right to inform the Seller of this fact. You understand that by providing your consent you are allowing us to locate the SIM (Subscriber Identity Module) for the Device. This may result in us locating a different Device from the insured Device if the SIM is transferred to another Device. We shall not be responsible or liable for any decisions taken by the Seller as a result of the Location Data that we provide to them.

7. COOKIES

- 7.1. We use cookies to distinguish you from other users of the App or App Site. This helps us to provide you with a good experience when you use the App or browse any of the sites and also allows us to improve the App and the App Site. The cookies may be our own or they may be third party cookies which are required to provide certain aspects of the App.
- 7.2. We may obtain User Data about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve the App Site and to deliver a better and more personalised service. Some of the cookies we use are essential for the App Site to operate.
- 7.3. If you register with us or if you continue to use our site, you agree to our use of cookies.
- 7.4. Cookies are widely used in order to make websites work, or work more efficiently, as well as to provide information.

INHANCE COOKIES		
Cookie Name	Name	Purpose
YGIB_COOKIE	Country	<ul style="list-style-type: none"> To store country for localisation purposes
YGIB_COOKIE_BRANDINGID	Branding id	<ul style="list-style-type: none"> To store branding for a user in order to render the appropriate UI ie. CSS, javascript etc
JSESSIONID	session id	<ul style="list-style-type: none"> To identify an End User's session to our server. For example, if you log in to your Online Account, the session id cookie will let us know that you have logged in and We will allow you to move freely within the pages of your Online Vault without the need to login each time for each new page you access in a session.

THIRD PARTY COOKIES		
Cookie Name	Name	Purpose
__utma, __utmb, __utmc, __utmv, __utmz	Google Analytics	<ul style="list-style-type: none"> Google Analytics is a web analytics service provided by Google, Inc. (“Google”), to help Inhance see how our website is used. In doing so information about your use of our website, including your IP address, may be transmitted to Google and stored on servers in the United States. <p>We use Google Analytics to:</p> <ul style="list-style-type: none"> To determine End Users’ Device types To determine the pages of the Inhance website that are most frequently viewed
SID, SAPISID, APISID, SSID, HSID, NID, PREF	Google Maps	<ul style="list-style-type: none"> Google set a number of cookies on any page that includes a Google Map. While Inhance have no control over the cookies set by Google, they appear to include a mixture of pieces of information to measure the number and behaviour of Google Maps users. <p>We use Google Maps to:</p> <ul style="list-style-type: none"> To display the location of your Device on the App Site.

7.5. You block cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be to access all or parts of the App Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon you visit the App Site.

8. DISCLOSURE OF USER DATA

- 8.1. We may disclose some or all of the User Data we collect from you when you download or use the App to the Seller, our suppliers, authorised business partners and subcontractors for the Purposes specified above.
- 8.2. We may disclose the User Data relevant to any backup services provided relevant to the User Data to Amazon Web Services, LLC. you can read more about the measures taken by Amazon to protect the security of their services and the User Data at: http://awsmedia.s3.amazonaws.com/pdf/aws_security_whitepaper.pdf
- 8.3. We may disclose the User Data to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.
- 8.4. We may disclose the User Data to third parties:
 - 8.4.1. in the event that we sell or buy any business or assets, in which case we may disclose the User Data to the prospective seller or buyer of such business or assets;
 - 8.4.2. if Inhance or substantially all of its assets are acquired by a third party, in which case User Data held by it about its customers will be one of the transferred assets; or
 - 8.4.3. if we are under a duty to disclose or share the User Data in order to comply with any legal or regulatory obligation or request.
- 8.5. We may disclose the User Data to third parties in order to:
 - 8.5.1. enforce or apply the terms of our agreements or this Privacy Policy and other agreements or to investigate potential breaches; or
 - 8.5.2. protect the rights, property or safety of Inhance our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

9. WHERE WE STORE THE USER DATA

- 9.1. The User Data that we collect may be transferred to, and stored at, a destination outside the European Economic Area (the “EEA”). This includes transferring the User Data to and from the Seller who may be located outside the EEA. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Staff may be engaged in the fulfilment of your request and the provision of support services. By submitting the User Data, you agree to this transfer, storing or processing. Inhance will take all steps reasonably necessary to ensure that the User Data is treated securely and in accordance with this Privacy Policy and the relevant provisions of the Act.
- 9.2. All User Data that you provide to us is stored on our secure servers. You are responsible for keeping the Account ID safe and secure and not sharing it with anyone.
- 9.3. The transmission of information, including User Data, via the internet is not completely secure; any transmission is at your own risk. Although no-one can guarantee the security of data transmitted via

the internet, we do our best to protect the User Data transmitted via the App, the App Sites or the Online Account. We use industry standard security techniques to help keep the User Data safe including encryption when the User Data is in transit (RSA 128) and at rest (AES 256).

- 9.4. We may collect and store User Data on your Device using application data caches and browser web storage using industry standard techniques..

10. YOUR RIGHTS

- 10.1. You can exercise your right to prevent us processing the User Data for marketing purposes via, telephone, email or text by checking certain boxes on the forms we use to collect the User Data. you can also exercise the right at any time by contacting us at notices@inhancetechnology.com.
- 10.2. The Inhance website or the App Site may, from time to time, contain links to and from the websites of the Seller, our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any User Data to these third parties.
- 10.3. You can stop all collection of User Data by the App easily by uninstalling the App. You may use the standard uninstall processes as may be available as part of the Device or via the mobile application marketplace or network. You can also request to opt-out via email, at notices@inhancetechnology.com

11. ACCESS TO USER DATA

- 11.1. The Act gives you the right to access User Data held about you by the data controller. Your right of access can be exercised in accordance with the Act. If you send such a request to us and we are acting as a data processor on behalf of a data controller we will send your request to the relevant data controller and follow their instructions in responding to you.
- 11.2. In the event that we are acting as the data controller we will be responsible for responding to you directly.
- 11.3. Any access request may be subject to a small fee of no more than six euro and thirty five cents (€6.35) to meet our costs or the data controller's costs in providing you with details of the User Data we hold about you.
- 11.4. In addition to your right to access the User Data, you also have a right to have the User Data corrected, if inaccurate, or erased, if we do not have a legitimate reason for holding your data.
- 11.5. You can correct the User Data either by:
- 11.5.1. logging into the Online Account (if applicable) and making the necessary changes;
 - 11.5.2. contacting our call centre directly to change your account details; and/or

11.5.3. emailing us at notices@inhancetechnology.com. Our call centre representative may require you to answer a number of security related questions before dealing with your request. All such corrections will be made as soon as possible.

12. RETENTION OF USER DATA

- 12.1. When acting as data processor We will retain User Data for as long as we are directed by the Seller or for as long as we are required under relevant laws.
- 12.2. When acting as data controller We will retain User Data for as long as you use the App and for a reasonable time thereafter.
- 12.3. If you would like us to delete the User Data, please contact us at notices@inhancetechnology.com and we will respond in a reasonable time. Please note that some or all of the User Data may be required in order for the App to function properly.

13. CHILDREN

- 13.1. We do not use the App to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with User Data without their consent, he or she should contact us at notices@inhancetechnology.com. We will delete such User Data from our files within a reasonable time.

14. SECURITY

- 14.1. We are concerned about safeguarding the confidentiality and security of the User Data. We provide physical, electronic, and procedural safeguards to protect the User Data we process and maintain. For example, we limit access to the User Data to authorized employees and contractors who need to know that User Data in order to operate, develop or improve the App. Please be aware that, although we endeavour to provide reasonable security for the User Data we process and maintain, no security system can prevent all potential security breaches.

15. DISCLAIMER

- 15.1. WE ARE NOT LIABLE TO YOU IN RESPECT OF ANY CLAIMS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR DISCLOSURE OR DISSEMINATION OF THE USER DATA IN ACCORDANCE WITH THIS PRIVACY POLICY AND ANY CONSENTS THAT YOU MAY HAVE OTHERWISE PROVIDED TO US.

16. CHANGES TO OUR PRIVACY POLICY

- 16.1. Any changes we may make to this Privacy Policy in the future will be posted on this page and, where appropriate, notified to you on the App Site or the Inhance website.
- 16.2. In the event of a conflict between different translations of this Privacy Policy the original English version will prevail.

17. GOVERNING LAW

- 17.1. This Privacy Policy is covered by and shall be construed in accordance with the laws of the Republic of Ireland and you hereby submit to the exclusive jurisdiction of the courts in the Republic of Ireland in the English Language. In the event that these terms are translated into any other language, the translation shall be for review purposes only and have no legal effect.
- 17.2. If any provision or part-provision of this Privacy Policy is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Privacy Policy.

18. CONTACT INFORMATION

- 18.1. Questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to notices@inhancetechnology.com