



Who are we?

GriptionGeeks is a technology company providing digital marketing services. This document details the following policies adopted by GriptionGeeks.

- Terms and Conditions
- Privacy
- Cookie
- GDPR

TERMS AND CONDITIONS	2
PRIVACY POLICY	6
COOKIE POLICY	10
GDPR COMPLIANCE STATEMENT	11

Terms and Conditions

Please read these Terms and Conditions carefully, as they affect your legal rights.

If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

Introduction

- Your agreement to comply with and be bound by the following Terms and Conditions is deemed to occur upon your **first use** of the GriptionGeeks site (the 'Website').
- These terms and conditions apply between you, as the User of the Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and the owner and operator of this Website.
- In these Terms and Conditions, User or Users means any third party that accesses the Website and is not either (a) an employee of the website owner or (b) a consultant to the website owner and accessing the Website in connection with provision of such services.

Intellectual property

- You acknowledge that the Website Content is protected by copyright, trademarks and other intellectual property rights.
- All Content included on the Website is the property of the website owner. Content means any text, media (images, audio, video, software), data analysis reports, any other form of information capable of being stored in a computer or storage device and any part of Website layout structure.
- Nothing on this site shall be construed as granting, by implication, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

Acceptable Use

- You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of the Website Owner.
- Acceptable Use constitute the following basis: Personal usage and on a non-commercial basis to (a) view the Content on a computer screen and / or (b) print one copy of the Content.

Prohibited use

- You may not use the Website for any of the following purposes:
 - making, transmitting or storing electronic copies of Content protected by copyright without the permission of the Website Owner
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law or regulation
 - in any way which causes, or may cause, damage to the Website or interferes with any other person's use of the Website

Links to other websites

- This Website may contain links to other sites. These can include social media sites and these sites are not under the control of this Website Owner.
- The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.
- We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

Disclaimers

- The Website Owner is under no obligation to update any information on the Website.
- Any online services or information that the Website Owner makes available through the Website (the Service) is provided 'as is' and on an 'as available' basis. We accept no liability for any disruption or non-availability of the Website.
- We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- We will use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware. However, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

- Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or

your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

- We will not be liable to you in respect of any losses arising out of events beyond our reasonable control. To the maximum extent permitted by law, the Website Owner accepts no liability for any of the following:
 - any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - loss or corruption of any data, database or software;
 - any special, indirect or consequential loss or damage.

General

- You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- This Agreement shall be governed by and interpreted according to the law of Scotland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the UK courts.

Privacy Policy and Cookies Policy

- The Use of the Website is also governed by the following policies: (a) Privacy Policy and (b) Cookies Policy, which are incorporated into these Terms and Conditions by this reference.



Website Owner

- GriptionGeeks.com owner can be contacted by emailing hello@GriptionGeeks.com

Privacy Policy

01 May 2020

Cookies

- By using Our website, You consent to Our use of cookies in accordance with the terms of Our Cookie Policy (see below). In this policy, “We”, “Us” and “Our” refer to the GriptionGeeks.

General Data Protection Regulation (GDPR) Policy

- We are committed to safeguarding the privacy and accuracy of the personal data of Our website users and clients.
- This policy applies where:
 - where we determine the purposes and means of the processing of personal data (from website users, clients and publicly sourced data) by acting as a **Data Controller**
 - where we are acting as a **Data Processor** working on behalf of our clients to process data as required by them
 - where we acting as a Data Controller or as a Data Processor, process personal data of the **Data Subject** (You).

How We use Your personal data

- We want to be transparent on:
 - where we gather your data
 - what types of data we process
 - why we process the data
 - how we use your data
 - the applicable legal bases

We may Process the following data categories:

Usage Data: We use Google Analytics to help us analyse the use of Our website. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website services. The Usage Data relates to Your use of our website, and it may include information such as Your IP address, browser information (type & version), operating system, length of visit and page views.

Enquiry Data: We may process information contained in any enquiry (Enquiry Data) You submit to us regarding our services as part of offering relevant services. The legal basis for this processing is

(1) consent which may be withdrawn by You at any time by contacting us (2) contract (3) legitimate interest where your enquiry represents an invitation to send you information about our services.

Account Data: We may process Your Account Data. The Account Data, which we get from your company, may include your name, contact email address, telephone number and company information. The legal basis for this processing (1) is the performance of a contract between your company and us where your company is our client or (2) is our Legitimate Interest where we use your data for marketing purposes to you.

Service Data: The Service Data obtained from your company website, which may include name, contact email address, telephone number and company information, may be processed for the purposes of providing our services and communicating with you. The legal basis for this processing is the contract between You and Us or Us taking steps, at your request, to enter into a contract.

Notification Data: We may process information (Notification Data) that you provide to us for the purpose of subscribing to our email notifications newsletters. The legal basis for this processing is consent which may be withdrawn by you at any time by contacting Us.

Correspondence Data: We may process information (Correspondence Data), which could include your name, email address and email content metadata; relating to any communication that you send to Us for the purposes of communicating with you and record keeping. The legal basis for this processing is our legitimate interests to ensure the proper administration of our business activities.

Public Data: We may process information (Public Data) sourced on public and/or social networking profiles and other from other publicly available sources in order for us to offer, market and sell our services to you and/or your employer. This data may include name, job title, employment information, career information, education details and other pertinent information. The legal basis for this processing is our legitimate interests for business development and to grow the business.

Legal Claims Data: We may process your personal data (Legal Claims Data) identified in this policy where necessary for the establishment, exercise or defense of legal claims. The legal basis for this processing is our legitimate interests for the protection and assertion of our legal rights.

Professional Use Data: We may process your personal data (“Professional Use Data”) for the purposes of obtaining or maintaining insurance coverage, managing risks or obtaining professional advice. The legal basis for processing Legal Claims Data is our legitimate interests to protect of Our business against risks.

Our Legitimate Interest

- The legal bases for data processing is our Legitimate Interest to process your data. We use Legitimate Impact Assessment (LIA) to ensure we take proper safeguards between the rights of the individual privacy and rights of running a business.

Source of your Personal Data

- We use a range of sources to provide our services including public domain and social media sources. Our approach is based on carefully targeting business contacts with offers that we believe will help them improve their business. We only send offers to targeted persons within businesses.

Sharing Your personal data with others

- We do not sell or share your data with other companies other than in order to provide our services to them.
- We work with clients in order to provide a service and, on their behalf, act as Data Processor.
- We will ensure you are given the option to opt-out of marketing at first contact.
- We may disclose your personal data where for compliance of legal obligations.

Retaining and deleting personal data

- Personal data that we process shall not be kept for longer than is necessary. However, we may retain your personal data for legal obligation compliance purposes.

Automated Processing

- We may use automated processing and decision making to determine if our prospecting and marketing campaign will be of interest to you.

The Rights of Data Subjects

- Your principal rights under data protection law are:
 1. The right to be informed
 2. the right to access
 3. the right to rectification
 4. the right to erasure
 5. the right to restrict processing
 6. the right to object to processing
 7. the right to data portability
 8. Rights related to automated decision-making including profiling
 9. the right to complain to a supervisory authority; and
 10. the right to withdraw consent.

The Right to be Informed. This is the right of Data Subjects to know details regarding the processing of their data and how we acquired their data, this information is included in this Privacy Policy.

The Right to Access. You have the right to obtain from us a copy of Your personal data upon Your first request and within one month of verification of Your identity. The first copy will be provided free of charge. If there are numerous requests, We will extend the time frame by another one month and additional copies will be subjected to a reasonable fee.

The Right to Rectification. You have the right to have any inaccurate personal data about you rectified and to have any incomplete personal data about You completed. If the request is accepted by us, the rectification will be completed within one month.

The Right to Erasure (also known as the “Right to be Forgotten”). You have the right to the erasure of your personal data without undue delay, in some situations. However, there are exclusions of the right to erasure.

The Right to Restrict Processing. In some circumstances you have the right to restrict the processing of your personal data. Where processing has been restricted, we may continue to store your personal data. However, we will only otherwise process it: with your consent or for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest. We will use all reasonable endeavours to notify any third party with whom we have shared the data of any restriction placed on the processing of Your data.

The Right to Object to Processing. You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for certain tasks. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override Your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.

The Right to Data Portability. You have the right to request your personal data from us.

Rights related to automated decision-making including profiling. We do not use automated decision making (including profiling) when processing your data.

Right to Complain. Please contact us first if you consider that our processing of your personal information infringes data protection laws.

[Contacting Us concerning the contents of this Privacy Policy](#)

- If you have a query or wish to exercise one of Your Data Protection Rights as a Data Subject, please email us hello@GriptionGeeks.com



Cookie Policy

01 May 2020

Introduction

- We are committed to safeguarding the privacy and accuracy of the personal data of Our website visitors and clients. In this policy, “We”, “Us” and “Our” refer to GriptionGeeks.
- This policy applies where We, as a Data Controller, determine the purposes of the processing of personal data, sourced from website users, clients and public sourced personal data
- A natural person whose personal data is processed by either a Data Controller or a Data Processor, is the Data Subject.

Website Analytics

- Our service providers use cookies and those cookies may be stored on Your device when You visit Our website.
- We may deploy Google Analytics to help analyse the usage metrics of Our website. You can refer to Google’s privacy policy at www.google.com/policies/privacy.

GDPR Compliance Statement

01 May 2020

General Data Protection Regulation GDPR?

The General Data Protection Regulation (GDPR) is a legal framework that sets guidelines for the collection, storage, and processing of personal information from individuals who live in the European Union (EU).

The Information Commissioner's Office (ICO) is the UK regulator dealing with the:

- Data Protection Act 2018 (DPA 2018) and the General Data Protection Regulation and the
- Privacy and Electronic Communications (EC Directive) Regulations (PECR) 2003.

Standard Operating Procedure (SOP)

We are a technology company operating solely in the B2B marketing only, where we help businesses. One aspect of our business is lead generation. Our Standard Operating Procedure (SOP) below ensures that we remain compliant of the GDPR at all times. Our processing is based primarily on the use of publicly available data to identify sales prospects for our clients. In the context of GDPR, when we work for a specific client, that specific client is the **Data Controller** and we, the **Data Processor**.

1. Conduct **Legitimate Interest Assessment (LIA)** using the three-part test to ensure we are GDPR compliant in the B2B marketing using ICO template:
 - a. Purpose Test
 - b. Necessity Test
 - c. Balancing Test
2. Identify target companies
3. Identify specific roles of individuals at companies and gather absolute minimum **Personal Identifiable Information (PII)**: Name, Business email and social media address. The category within the GDPR framework which allows us to store PII is '**Legitimate Interests**'. See here: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/legitimate-interests/>
4. Check for LIA adherence: Pass (Accept client) Fails (Do not take on business)

B2B Electronic Mail Marketing and PECR

Sending of email messages is regulated under the Privacy and Electronic Communications Regulations (PECR 2003). Info from the the ICO website: ico.org.uk/for-organisations/guide-to-pecr/electronic-and-telephone-marketing/electronic-mail-marketing quotes:

‘Sole traders and some partnerships are treated as individuals – so you can only email or text them if they have specifically consented, or if they bought a similar product from you in the past and didn’t opt out from marketing messages when you gave them that chance.’

‘You can email or text any corporate body (a company, Scottish partnership, limited liability partnership or government body). However, it is good practice – and good business sense – to keep a ‘do not email or text’ list of any businesses that object or opt out and screen any new marketing lists against that.’

Rights of Individuals

- **Privacy Policy** All electronic messages sent will contain a link to our privacy policy that explains to the user exactly what their rights. If we are working on behalf of a client, the Privacy Policy will be that of our clients.
- **Opting Out & Exclusion Lists** All recipients are able to opt out easily to prevent further email communication being received.
- **Subject Access Requests:** All individuals have the right to request a copy of all data we hold on them. Please email hello@GriptionGeeks.com.
- **Right to be Erasure:** Please email us hello@GriptionGeeks.com and we will respond to you within one month, although in practice, it will be faster than that. Please advise if all data or part of your data is to be erased. For complete removal, we will move the associated email address to an exclusion list to prevent any future messages being sent.

Data Storage & Data Security

- **ISO 27001:** ISO 27001 is the international standard for information security and relies on the three aspects (people, processes and technology) for effective information security. ISO 27001 requirements overlap with those of GDPR Article 32, which are:
 - Take measures to pseudonymise and encrypt personal data.
 - Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.



- Restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- Implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures
- Though GriptionGeeks has not achieved the ISO accreditation, our standard operating procedure mimics the GDPR Article 32 requirements.
- **Storage:** We store our data on Google's servers. Access is via user account with mandatory two factor authentication in place.
- **Data Security:** Our data physical security structure is such that it is always encrypted and located in a secured location. Data access is via privileged access user account basis.
- **Backups:** We have continuous incremental backups in place over several secure locations giving us the ability to restore at any point. We use Google Cloud backup service and Google's ISO27001 compliance can be found here: <https://cloud.google.com/security/compliance/iso-27001>
- **Duration of Storage:** We will remove PII that we have stored / processed solely for client campaign purposes after 24 months of client inactivity or on request, whichever is earlier.

Regulations

GriptionGeeks operates under UK law. We ensure that our employees understand and implement our SOP to ensure the necessary GDPR and PECR requirements are followed-to as it relates to the business. Where we target clients outside of the UK, we will ensure that we work with clients to honour any data legislation in place for that country. Clients should have knowledge of the required regulatory framework and advise GriptionGeeks accordingly.