

COOKIES, WEBSITE & PRIVACY POLICY

Connecting brands,
businesses and people
with property

MBI

We are a sustainable practice and environmentally conscious - trees planted and carbon offset Ecologi projects invested in for all instructions

Lytchett House, 13 Freeland Park, Wareham Road,
Poole, Dorset, BH16 6FA
www.mbi-pam.com



COOKIES POLICY

1. ABOUT THIS COOKIES POLICY

1.1 The website www.mbi-pam.com (the Site) is operated by MBI-PAM Limited (we, us, our), a company incorporated in England and Wales under company number 14251288. Our registered office is at Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA.

1.2 We are committed to protecting your privacy and complying with our data protection obligations under the Data Protection Act 2018 (the DPA 2018), the UK General Data Protection Regulation 2016/679 (the UK GDPR) and any other applicable UK legislation (together, Data Protection Law).

1.3 This policy was last updated on the date shown below. We may change this policy at any time by posting an updated version on the Site and will make reasonable efforts to bring any material changes to your attention. You may wish to check it before using the Site as any changes will be effective from the date that they are made.

2. CONTACT INFORMATION

2.1 If you have any concerns or would like further information about this policy in general, you can contact MBI via the website.

3. WHAT ARE COOKIES?

3.1 Cookies are small text files that are stored on your computer when you visit the Site. It is standard practice to use cookies to make

your experience better when using a website. We and our third-party service providers use cookies and similar technologies to collect information about, and relevant to, your usage of the Site.

4. USE OF COOKIES AND SIMILAR TECHNOLOGIES

4.1 We use the following categories of cookies and similar technologies on this Site:

4.1.1 Strictly necessary cookies: These cookies are essential to enable you to move around the Site and use its features, and to keep the Site secure. Without these cookies, services you have asked for (such as remembering your login details or the items you placed in your basket) cannot be provided.

4.1.2 Analytics cookies: These cookies collect information about how you use the Site, for instance which pages you go to most often, what searches you perform and if you get error messages from web pages. Information these cookies collect can be used to improve how the Site works.

4.1.3 Customisation cookies: These cookies allow the Site to remember choices you make (such as your user name) and provide enhanced, more personal features. These cookies cannot track your browsing activity on other websites.

4.1.4 Social media cookies: These cookies allow you to share your activity on the Site on social media such as Facebook and Twitter. These cookies are not within our control. Please refer to the privacy policies of the social networks in question for information regarding how their cookies work.

4.1.5 Targeting or advertising cookies: These cookies record your visit to the Site, the pages you have visited and the links you

have followed. We use this information to make our Site and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

4.2 When you visit the Site for the first time (and periodically after that), we will request your consent to the setting of all cookies other than strictly necessary cookies.

4.3 You can delete existing cookies and disable some or all types of cookies in future if you wish. To disable some or all types of cookies, you will have to either change the settings on your browser or use the cookie manager tool on the Site. See <https://www.allaboutcookies.org/manage-cookies/> for information on how to change your browser settings. If you change your mind, you can enable cookies again at any time. Disabling cookies on your browser may stop the Site from working properly.

4.4 To find out more about cookies please visit www.allaboutcookies.org.

5. ATTRIBUTION

5.1 This cookie policy was created using a template from Sparqa Legal (<https://www.sparqa.com>), May 23, 2022.

WEBSITE TERMS OF USE

1. About these terms of use

We are MBI-PAM Limited, incorporated in England and Wales under company registration number 14251288. Our registered office is at Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA.. The company is not currently registered for VAT. These Terms of Use apply to the use of this website (www.mbi-pam.com), regardless of how you access it. Please read these Terms of Use carefully before you proceed. We may, at any time and without notice, terminate your access to or use of this website. If we do so, you do not have the right to bring any claim or claims against us.

2. Consent to Terms of Use

By using this website you agree to these Terms of Use. If you do not agree to these Terms of Use, please do not use this website. These Terms of Use were last updated on the date shown above. We may change these Terms of Use at any time by posting an updated version on our website, so you should check the latest version before using this website. You may only use this website for lawful purposes.

3. Copyright notice

Unless we expressly state otherwise, the copyright and any other intellectual property rights, including but not limited to design rights, trade marks and patents appearing

anywhere on this website remain our property, whether owned by or licensed to us. You may not use any of the material on this website without our prior written permission for your own commercial purposes, whether by reproducing, copying, downloading, printing, linking to, editing, broadcasting, distributing or otherwise. You may use it for your own personal non-commercial use.

4. Disclaimer

Accessing or using this website or its content in any way is done entirely at your own risk. You will be responsible for any loss or damage to any computer, device, software, systems or data resulting directly or indirectly from the use or inability to use this website or its content. We are under no obligation to provide uninterrupted access to this website. We reserve the right to restrict your access to this website at any time and for any reason. We do not guarantee that the contents of this website will be free of errors, bugs, worms, trojans or viruses or otherwise make any representations as to the quality or accuracy or completeness of the content available on the website including, but not limited to any price quotes, stock availability data or non-fraudulent representations. You are responsible for maintaining appropriate software on your computer or device to protect you from any such errors, bugs, worms, trojans or viruses. To the fullest extent permissible by law, we exclude any and all liability to you resulting from your use of the website or connected to these Terms of Use. This exclusion includes but is not limited to any type of damages, loss of data, income or profit or loss or damage to

property belonging to you or third parties arising from the use of this website or its contents. Nothing in these Terms of Use is intended to limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents. Nothing on our website, as advertised, or otherwise, will constitute a contract for a product or service unless expressly agreed by contract.

5. Links to third party websites

This website may provide links out to websites or other online resources under the control of third parties. Any such links are provided solely for your convenience. We have no control over the contents of these third-party resources. We are not responsible for the contents of any linked websites and do not endorse them in any way.

6. Links from third party websites

You can link to this website, so long as you do so fairly and without suggesting any affiliation, endorsement, approval or association with MBI Real Estate Limited if there is none. We reserve the right to withdraw permission to link to our site at any time.

7. Content submitted by you

You acknowledge that you are responsible for all content you submit to this website and you must ensure that all content you post, publish, upload or distribute to this website (whether via comments, articles, or any other method):

- a) does not breach any third party's intellectual property rights;
- b) is not defamatory, offensive, abusive or

threatening;

c) does not breach a third party's privacy rights;

d) is not confidential or otherwise owned by a third party;

e) does not contain any advertisements unless we have consented to this in writing;

f) does not contain any viruses or otherwise threaten our computer systems or our customers' customers systems; and

g) does not breach any applicable laws.

You will indemnify us for any claims by third parties against us resulting from your use of this website in contravention of these Terms of Use. By submitting content to this website, you agree to grant us an unconditional, irrevocable, nonexclusive, ongoing, transferable and royalty-free licence to use, store, reproduce, display, publish or distribute your content.

8. Privacy policy

We take your privacy and the protection of your data very seriously. We may gather and/or use certain information about you in accordance with our privacy policy. Please see our separate privacy policy for more information.

9. Entire agreement

These Terms of Use are the entire agreement between us and you, and supersede any and all prior terms, conditions, warranties or representations to the fullest extent permitted by law.

10. Applicable law

This Agreement shall be governed by the law of England and courts of England and Wales

will have exclusive jurisdiction in relation to these Terms of Use.

11. Attribution

These website terms of use were created with Sparqa Legal (<https://www.sparqa.com>), May 23, 2022.



PRIVACY POLICY

1. ABOUT THIS PRIVACY POLICY (MAY 2022)

1.1 The website www.mbi-pam.com (the Site) is operated by MBI-PAM Limited (“we”, “us”, “our”), a company incorporated in England and Wales under company number 14251288. For any further information, including address and email, please visit the website.

1.2 We are committed to protecting your privacy and complying with our data protection obligations under the Data Protection Act 2018 (the DPA 2018), the UK General Data Protection Regulation 2016/679 (the UK GDPR) and any other applicable UK legislation (together, Data Protection Law).

1.3 When you interact with us or use the Site, we act as the data controller of your personal data. This means that we are responsible for processing your personal data and deciding how to use it. This privacy policy explains the types of personal data we may collect about you when you interact with us, why we collect it, what we use it for and what rights you have over that data. Personal data is any information about an identifiable person. Processing is anything we do with your personal data, including using, storing, sharing and deleting it.

1.4 This policy was last updated on the date shown at the top. We may change this policy at any time by posting an updated version on the Site and will make reasonable efforts to bring any material changes to your attention.

You may wish to check it before using the Site as any changes will be effective from the date that they are made.

2. CONTACT INFORMATION

2.1 If you have any concerns or would like further information about our use of data or this policy in general, you can contact MBI via the company website.

3. WHAT INFORMATION DO WE COLLECT?

3.1 We collect, store and use the types of personal data set out in the table at the end of this policy.

4. HOW WILL WE USE YOUR PERSONAL DATA?

4.1 We will use your personal data for the purposes set out in the table at the end of this policy.

5. HOW DO WE SHARE YOUR PERSONAL DATA?

5.1 When we share personal data, we do so in accordance with Data Protection Law. We may share certain personal data, where necessary, with employees, contractors, consultants or advisers, to facilitate sales and for general commercial purposes.

5.2 We may also provide third parties with aggregated but anonymised information and analytics about our customers. Before we do so we will make sure that it does not identify you.

5.3 In some cases when we share personal data, it will involve the transfer of that personal data to countries outside the UK which have different data protection standards to those which apply in the UK.

5.4 Where we transfer personal data outside the UK, we will ensure that there are adequate safeguards to protect your

privacy rights under Data Protection Law. You can request a copy of the safeguards we have put in place by contacting us using the details in paragraph 2 above.

6. THIRD PARTY LINKS

6.1 This Site may contain links to other websites over which we have no control. We are not responsible for and do not review or endorse the privacy policies or practices of other websites which you choose to access from this Site. We encourage you to review the privacy policies of those other websites, so you can understand how they collect, use and share your personal information.

7. YOUR RIGHTS

7.1 We respect your rights to privacy and will respond to requests for access or control over information about you in accordance with Data Protection Law. We may require you to verify your identity before we take any action.

7.2 Depending on the reason we have your personal data, you have a right to:

7.2.1 access the personal information we hold about you (commonly known as subject access);

7.2.2 request that we correct or complete personal information we hold about you that is inaccurate or incomplete;

7.2.3 request that we erase your personal information in some circumstances, or object to our processing it as detailed at paragraph 7.5;

7.2.4 restrict how we use your personal information, in certain circumstances;

7.2.5 request that we provide you with copies of your personal information in a machine readable format or transfer it across different

services; and

7.2.6 where we have asked for your consent to process your data, to withdraw this consent.

7.3 These rights are limited in some situations under Data Protection Law – for example, where we can demonstrate that we are under a legal obligation to process your data.

7.4 If you wish to exercise any of these rights, please contact us using the details in paragraph 2 above.

7.5 Your right to object

You have a right to object to our processing of your personal data and ask us to stop doing so. If we are processing your personal data for direct marketing purposes (which includes profiling to the extent that it is related to such direct marketing) and you object to this, we will stop processing your personal data immediately. If our processing of your personal data is in the public interest or pursuant to our legitimate interests and you object to this, we will stop processing your personal data unless we have compelling reasons which override your interests, or our use of your personal data is for the establishment, exercise or defence of legal claims.

7.6 We hope that we can satisfy any queries you may have about the way we process your data. However, if you have unresolved concerns you also have the right to complain to data protection authorities (in the UK, the Information Commissioner's Office). You can call the ICO on 0303 123 1113 or go to their website: <https://ico.org.uk/make-a-complaint/>).

8. DATA RETENTION

8.1 Your personal data will only be kept for as long as necessary for our purposes. Specific

retention periods are set out in the table as long as necessary for our purposes. Specific retention periods are set out in the table at the end of this policy.

8.2 At the end of the specified retention periods, your personal data will either be securely destroyed or anonymised, unless we are required to keep it to comply with our legal obligations.

9. DATA PROTECTION PRINCIPLES

9.1 We process your personal data in accordance with the following principles:

9.1.1 we process your personal data lawfully, fairly and in a transparent way;

9.1.2 we collect your personal data for specified, explicit and legitimate purposes; any further processing we do is compatible with the original purposes for which we collected it;

9.1.3 we only process personal data that is adequate, relevant and limited to what is necessary to achieve the purpose for which it is processed;

9.1.4 we take reasonable steps to ensure that all personal data is accurate and kept up to date where necessary;

9.1.5 we do not store personal data in a form that identifies you for any longer than is necessary for the purposes of our processing; and

9.1.6 we process personal data securely and in a way that protects against unauthorised or unlawful processing, accidental loss, destruction or damage.

9.2 When we ask for your personal data we will tell you whether you are required by law or contract to provide it, and what will happen if you do not provide the data.

9.3 Any request for consent to the processing of your personal data will be made directly to you and will include

information about why we require the personal data and what will be done with it.

10. WHAT IS OUR LAWFUL BASIS FOR PROCESSING?

10.1 We will only process personal data when we have a lawful basis for doing that processing. The table at the end of this policy sets out the lawful basis we rely on for each type of data we process.

10.2 We will choose one of the lawful bases in the UK GDPR to justify how we use your personal data. These are:

10.2.1 Consent: You have given consent to the processing of your personal data for one or more specific purposes. You have the right to withdraw your consent at any time, as detailed in paragraph 7.2.

10.2.2 Contract: The processing is necessary for the performance of a contract with you or to take steps at your request before entering into a contract.

10.2.3 Legal obligation: We need to process your personal data to comply with a legal obligation.

10.2.4 Vital interests: The processing is necessary to protect the vital interests of you or another person.

10.2.5 Public interest: Processing is necessary for the performance of a task carried out in the public interest or in the exercise of some official authority.

10.2.6 Legitimate interests: Processing is necessary for the purposes of legitimate interests pursued by us or someone else, except where such interests are overridden by your interests or fundamental rights and freedoms requiring the protection of your personal data.

11. ATTRIBUTION

11.1 This privacy policy was created using Sparqa Legal (<https://www.sparqa.com>), May 23, 2022.

TABLE OF PERSONAL INFORMATION WE USE

The table below sets out detailed information about the types of personal information we collect, our purposes for processing, the basis for processing and the retention period for the personal data.

Category of personal data	Purpose of processing	Lawful basis for processing	Retention period
Name and contact details	To deliver your services to you	Performance of contract	For up to six years since you gave consent, or until you withdraw consent if earlier
	To send you service and management updates	Compliance with legal obligation	
	For fraud prevention and detection	Consent	
Date of birth	To contact you with information, newsletters and marketing materials about our products and services	Performance of contract	For up to six years since you last logged on to the Site
	For fraud prevention and detection	Compliance with legal obligation	
	To ensure legal sale of age-restricted products	Legitimate interests in ensuring your safety	
Payment information	To take payment and give refunds	Performance of contract	For up to six years since you last logged on to the Site
	For fraud prevention and detection	Compliance with legal obligation	
Contact history	To provide customer service and support	Performance of contract	For six years since you last logged on to the Site
Purchase history	To train our staff	Legitimate interests in dealing with complaints or claims	For up to six years since you gave consent, or until you withdraw consent if earlier
	To provide customer service and support	Performance of contract	
Browser, device and Site usage information	To find out what products you like	Consent	For up to six years since you last logged on to the Site
	To improve the Site	Performance of contract	
	To protect the Site against fraud	Legitimate interest in maintaining our Site	
Information from linked accounts	To set default options for you, such as language and currency	Legitimate interest in providing high quality customer service	For up to six years since you last logged on to the Site
Responses to surveys, competitions and promotions	To enable you to log on to the Site simply without having to create a specific account	Performance of contract	For six years
Customer comments and product reviews	To run the survey, competition or promotion	Legitimate interest in administering and/or improving our products and services generally	For six years
	To improve our products and services	Performance of contract	
Information generated in the course of the use of our products and services	Where relevant, to establish, exercise or defend legal claims	Legitimate interest in dealing with complaints or claims and improving our products and/or services generally	For up to six years
	For internal research and development purposes	Performance of contract	
Information collected through cookies and similar technologies	To improve and test the features and functions of our Site	Legitimate interest in maintaining our Site and improving our products and/or services generally	For up to six years since you gave consent, or until you withdraw consent if earlier
	To conduct and store Site usage analytics, statistical and trend analysis and market research	Consent	
	To generate customer profiles to facilitate marketing initiatives		

