

X-Wrist - Privacy Policy

This Privacy Policy explains how we use personal information about you and the steps we take to ensure your personal information is kept secure and confidential. It should be read together with our Terms and Conditions.

If you give us information about another person, in doing so you confirm that they have consented for you to provide the information to us for us to be able to process their personal data, including any “sensitive or special personal data” (for further information, see below), and that you have told them who we are and what we will use their data for, as set out in this Privacy Policy.

1. Who are we

- 1.1 We are NRG Core Global (UK) Limited (referred to as “X-Wrist”, “we”, “us” and “our” in this Privacy Policy), a company incorporated in the United Kingdom with company registration number 12488431 and whose registered office address is 19 Leyden Street, London, United Kingdom.
- 1.2 This Privacy Policy applies to all products and services offered by us through any websites, web applications, mobile applications or similar devices, channels, platforms, service applications or other applications operated by or on behalf of us or which reference these terms and conditions (“**Services**”).
- 1.3 We are the data controller in relation to the processing of the personal information that you provide to us. Our contact details are as follows:
 - 1.3.1 Address: 19 Leyden Street, London.
 - 1.3.2 Telephone number: +44 7939 396999
 - 1.3.3 Email address: contact@x-wrist.com (please include “Personal Data Request” in your subject heading to ensure it receives the correct attention).
- 1.4 Our Data Protection Officer is Costin Nita. His contact details are as follows:
 - 1.4.1 Telephone number: +40740151626
 - 1.4.2 Email address: gdpr@x-wrist.com

2. How we collect your information

How you engage with us

- 2.1 The information we hold about you comes from the way you engage with us (or one of our partners or partner businesses), for example by doing any of the following:
 - 2.1.1 providing us, or one of our partners, with information in the course of registering for and/or using our Services;
 - 2.1.2 using your X-Wrist wearable technology device and your use of the associated computer software and mobile applications;
 - 2.1.3 when you make a purchase using your X-Wrist device;
 - 2.1.4 taking part in surveys, posting on our message boards or blogs and entering into any competitions or prize draws;
 - 2.1.5 downloading information or participating in any other interactive areas that appear in respect of our applications or Services;
 - 2.1.6 interacting with us using social media; and/or
 - 2.1.7 contacting us offline, for example by telephone, SMS, email or by post.

- 2.2 We may also obtain information about you from credit reference agencies and fraud prevention agencies.

What information do we collect?

- 2.3 The information we collect when you engage with us for any of the purposes described above may include, for example:
- 2.3.1 basic personal details such as your name, date of birth or age, address, email address, telephone number, gender and marital status;
 - 2.3.2 your national insurance number;
 - 2.3.3 the Internet Protocol (IP) address attached to your device and other device identifiers;
 - 2.3.4 your login information, browser type and version, time zone setting, browser plug in types and versions, operating system and certain device information;
 - 2.3.5 sensitive or special personal information (for further information, see below);
 - 2.3.6 your marketing preferences; and
 - 2.3.7 your location.
- 2.4 Please note that it is your responsibility to check and ensure that all information you provide in respect of our Services, or that we receive via processes set out in clause 2.1 above (whether the information is about you or someone else), is correct and accurate and that you disclose all relevant facts.

3. What we use your information for

- 3.1 We may use your information for the following purposes:

Providing you with the services for use in our wearable technology devices (pursuing the legitimate interests of the business)

- 3.1.1 providing you with the services for use in our wearable technology devices including:
 - 3.1.1.1 create, develop, operate, deliver, and improve our wearable technology devices;
 - 3.1.1.2 verify identity, assist with identification of users, and to determine appropriate services;
 - 3.1.1.3 to send you important notices and communications;
 - 3.1.1.4 auditing, data analysis, and research to improve our products and to provide personalisation to you;
 - 3.1.1.5 to enable you to use the features of our wearable devices including health tracking, dietary tracking and sleep tracking.

Legal requirements

- 3.1.2 in order to prevent or detect fraud or to comply with any other legal or regulatory requirements, we may collect, analyse or carry out research in respect of your information.

4. Our legal grounds for processing your information

- 4.1 Except in circumstances where we require your express prior consent (see below), by proceeding to use your X-Wrist device, you give us your permission to process your personal information for the purposes set out in this Privacy Policy and we accordingly will be processing your personal information on the basis that

it is necessary for us to do so for the performance of a contract or for the purpose of providing you with the services for use in our wearable technology.

- 4.2 In certain circumstances (and in accordance with data protection legislation), we will only collect and process your personal information if you have provided consent for us to do so. For example:
- 4.2.1 **sensitive or special personal information** - in providing services to you as detailed above, we may need to collect information which data protection legislation defines as “sensitive or special personal information”; and
 - 4.2.2 **market analysis and emails** - we will only send recommendations about products and marketing emails to you if we have your consent to do so.
- 4.3 For all other processing of your non sensitive or special personal data where your consent is not required, we will only do so in accordance with data protection laws, including if it is in our legitimate business interests to do so.
- 4.4 In particular, where we intend to further process your information for a purpose other than that for which it was collected, we shall provide you prior to that further processing with information on the other purpose and with any relevant further information.

5. Sensitive or special category data

- 5.1 In providing services to you as detailed above, we may need to collect information which data protection legislation defines as “sensitive or special personal information”, including information regarding:
- 5.1.1 your diet;
 - 5.1.2 your workout routine;
 - 5.1.3 your sleeping routine; and
 - 5.1.4 your health data.
- 5.2 In order to process your data in relation to these special categories, and in order to allow you access to the associated features of your X-Wrist wearable device, we require your explicit consent to process the data for the purpose of providing you with personalised health and fitness applications and for tracking your special category data.
- 5.3 We will ask for your explicit consent when you pair your account to your advice. You can withdraw your consent for processing this data at any time but it may affect your use of some features of your X-Wrist device.

6. Sharing your information

How we use and share information within the NRG Core Global Limited group

- 6.1 We may share and aggregate information about you with any company within the NRG Core Global Limited Group for the purposes set out in this Privacy Policy only (e.g. in the course of providing services related to your X-Wrist device).

How we use and share information outside the NRG Core Global Limited Group

- 6.2 If you purchase a product or service, your personal information may be shared with and processed by:
- 6.2.1 our associated companies and partners (including third parties providing services to them) to facilitate products and services offerings to you;
 - 6.2.2 regulators (such as the Financial Conduct Authority) or other third parties, including statutory or regulatory reporting or the detection or prevention of unlawful acts;

- 6.2.3 our e-token payment provider;
 - 6.2.4 credit reference and fraud prevention agencies;
 - 6.2.5 any third party in the context of actual or threatened legal proceedings, provided we can do so lawfully (for example in response to a court order);
 - 6.2.6 our own professional advisors and auditors for the purpose of seeking professional advice or to meet our audit responsibilities;
 - 6.2.7 our service providers and agents (including their subcontractors) or third parties which process information on our behalf (e.g. internet service and platform providers, payment processing providers and those organisations we engage to help us send communications to you) so that they may help us to provide you with the applications, products, services and information you have requested or which we believe may be of interest to you;
 - 6.2.8 third parties where you have a relationship with that third party and you have consented to us sending information (for example social media sites or other third party application providers);
 - 6.2.9 third parties for marketing purposes (with your consent), e.g. our partners and other third parties with whom we work and whose products or services we think will interest you; and
 - 6.2.10 another organisation to whom we may transfer our agreement with you or if we sell or buy (or negotiate to sell or buy) our business or any of our assets;
- 6.3 We may share non-personally identifiable information about the use of our website, applications, products or services publicly or with third parties but this will not include information that can be used to identify you.

7. International Transfers

We will not transfer personal data relating to you to a country which is outside the European Economic Area (**EEA**) unless:

- 7.1 the country or recipient is covered by an adequacy decision of the Commission under GDPR Article 45;
- 7.2 appropriate safeguards have been put in place which meet the requirements of GDPR Article 46 (for example using the European Commission's Standard Model Clauses for transfers of personal data outside the EEA); or
- 7.3 one of the derogations for specific situations under GDPR Article 49 is applicable to the transfer. These include (in summary):
 - 7.3.1 the transfer is necessary to perform, or to form, a contract to which we are a party:
 - 7.3.1.1 with you; or
 - 7.3.1.2 with a third party where the contract is in your interests;
 - 7.3.2 the transfer is necessary for the establishment, exercise or defence of legal claims;
 - 7.3.3 you have provided your explicit consent to the transfer; or
 - 7.3.4 the transfer is of a limited nature, and is necessary for the purpose of our compelling legitimate interests.

8. How long will we keep your information for?

Personal data required for providing the Services

- 8.1 Unless we are required or permitted by law to hold on to your data for a specific retention period, we will only hold your personal information for 12 months following completion of our Services to you or termination or expiry of your account with us (whichever is later), or, until you request it is deleted.

Contact details for marketing purposes

- 8.2 Contact information held for marketing purposes will be held for so long as we believe the information to remain accurate and it is in our legitimate business interest to retain such information, or, until you opt out (whichever is earlier). We have a programme for reviewing our contacts regularly, and removing any information which we consider to be out of date or no longer relevant.
- 8.3 Where we no longer need your personal information, we will dispose of it in a secure manner.

9. Security

- 9.1 We keep your information protected by taking appropriate technical and organisational measures to guard against unauthorised or unlawful processing, accidental loss, destruction or damage. For example:
- 9.1.1 where appropriate, data is encrypted when transiting on our system or stored on our databases;
 - 9.1.2 where appropriate, our Services use HTTPS to help keep information about you secure;
 - 9.1.3 we have implemented safeguards in relation to access and confidentiality in order to protect the information held within our systems; and
 - 9.1.4 we frequently carry out risk assessments and audits to monitor and review threats and vulnerabilities to our systems to prevent fraud.
- 9.2 However, while we will do our best to protect your personal information, we cannot guarantee the security of your information which is transmitted to any Application via an internet or similar connection.
- 9.3 The registration process via any application for Services may include the creation of a username, password and/or other identification information. All such details should be kept confidential by you and should not be disclosed to or shared with anyone. In order to protect your account, please choose a strong password (which should include a mixture of letters and numbers) and ensure that it is kept safe. If you disclose details of your username or password information, you will be responsible for all activities undertaken in respect of the Services where they are used.

10. Marketing

- 10.1 From time to time, we may use your information to contact you with details about our applications, products and services which we feel may be of interest to you.
- 10.2 You have the right at any time to stop us from contacting you for marketing purposes. If you wish to exercise these rights you can do so by selecting your contact preferences at the point where you provide us with your information on any applications to us in respect of the Services, or by sending an email to us at contact@x-wrist.com.
- 10.3 You can also unsubscribe from any electronic marketing communications at any time using the links provided in the emails we send to you.

11. Your rights to your personal data

- 11.1 You have certain rights under existing data protection laws, including the right to (upon written request) access a copy of your personal data that we are processing. From 25 May 2018, if you are based within the UK or the EEA or

within another jurisdiction having similar data protection laws, in certain circumstances you will also have the following rights:

- 11.1.1 **right to access:** the right to request certain information about, access to and copies of the personal information about you that we are holding (please note that you are entitled to request one copy of the personal information that we hold about you at no cost, but for any further copies, we reserve the right to charge a reasonable fee based on administration costs);
 - 11.1.2 **right to rectification:** the right to have your personal information rectified if it is inaccurate or incomplete;
 - 11.1.3 **right to erasure/“right to be forgotten”:** the right to withdraw your consent to our processing of the data (if the processing is based on your consent) and the right to request that we delete or erase your personal information from our systems (however, this will not apply if we are required to hold on to the information for compliance with any legal obligation or if we require the information to establish or defend any legal claim);
 - 11.1.4 **right to restriction of use of your information:** the right to stop us from using your personal information or limit the way in which we can use it;
 - 11.1.5 **right to data portability:** the right to request that we return any information you have provided in a structured, commonly used and machine-readable format, or that we send it directly to another company, where technically feasible; and
 - 11.1.6 **right to object:** the right to object to our use of your personal information including where we use it for our legitimate interests or for marketing purposes.
- 11.2 Please note that if you withdraw your consent to the use of your personal information for purposes set out in our Privacy Policy, we may not be able to provide you with access to all or parts of our Services.
- 11.3 If you consider our use of your personal information to be unlawful, you have the right to lodge a complaint with the UK’s supervisory authority, the Information Commissioner’s Office. Please see further information on their website: www.ico.org.uk

12. Changes to this Privacy Policy

- 12.1 We may amend this Privacy Policy from time to time for example, to keep it up to date, to implement minor technical adjustments and improvements or to comply with legal requirements. We will always update this Privacy Policy on our website, so please try to read it when you visit the website (the “last updated” reference tells you when we last updated our Privacy Policy).

Last updated: February 2022