

Terms and Conditions

1. Introduction

- 1.1 The following website Terms and Conditions and the Privacy Policy (together the "Terms"), govern your use of this website at [www.raphaelrowefoundation.org] (the "Website").
- 1.2 Using or accessing the Website constitutes your acceptance of these Terms, including English law as the governing law and the courts of England as the exclusive forum for all disputes relating to the Website. You may not use or access the Website if you do not accept these Terms, and your use of the Website will be construed as acceptance of these Terms. These Terms are to be read together with any other terms, conditions, and disclaimers provided in the pages of the Website. In the event of any conflict, the terms, conditions, and disclaimers provided in the pages of the Website shall prevail over these Terms.
- 1.3 The Raphael Rowe Foundation reserves the right to add to or change these Terms at any time without notice by updating this posting, and it is your responsibility to review the Terms regularly. Your continued use of the Website after changes are posted constitutes your acceptance of these Terms as modified.
- 1.4 If you are outside the United Kingdom, you must ensure that you may lawfully access the Website under any applicable laws before accessing the Website further. The Raphael Rowe Foundation does not guarantee that the Website or the information thereon complies with any laws outside of the United Kingdom. The Raphael Rowe Foundation shall have no liability in respect of your failure to do this.
- 1.5 You are wholly responsible for use of the Website by any person using your computer, and you must ensure that any such person complies with these Terms.
- 1.6 As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these Terms.

2. Copyright

- 2.1 Raphael Rowe or its licensors own the copyright, database right, and any other rights in all material on the Website (including but not limited to text, photographs, graphics, and software).
- 2.2 Subject to these Terms, you may download, view, store, and print any part of the Website intended for public viewing for your own personal use. You may not use the Website or any material contained herein for any other purpose, commercial or otherwise. You may not, in any form or by any means including, but not limited to, by electronic, mechanical, micro copying, photocopying or recording, copy, adapt, modify, edit, republish, sell, license, distribute, transmit, publicly display, publicly perform, publish or process the Website or the contents thereof without the Raphael Rowe Foundation's (and/or its licensor's) prior written consent. If you download, store, or print any of the contents of the Website (for your own personal use), you must ensure that each notice which appears on any webpage or document is included in the copy or printout.
- 2.3 Without prejudice to the generality of clause 2.2 you must not reproduce or store any part of the Website in any other website or include it in any public or private electronic retrieval system or service without the prior permission of the Raphael Rowe Foundation in writing (and of any licensor if applicable).
- 2.4 No documents or related graphics on the Website are to be modified in any way. Graphics (including logos) are not to be used separately from the accompanying text.
- 2.5 Any rights not expressly granted in these Terms are reserved.

3. Trademarks

- 3.1 The trademarks, logos, and service marks ("Marks") displayed on the Website are the registered or unregistered intellectual property of the Raphael Rowe Foundation and/or of other third parties.
- 3.2 No unauthorised use (including but not limited to unauthorised copying or adaptation) of any Mark, or of any trade or service mark that is confusingly similar to any Mark, may be made without the prior written permission of the Raphael Rowe Foundation or the third-party proprietor of such Mark. Any unauthorised use of a Mark, or use of a trade or service mark that is identical or confusingly similar to any Mark, may constitute an infringement of the legal rights of the Mark's proprietor.

- 3.3 Nothing contained in these Terms or on the Raphael Rowe Foundation Website may be construed as conferring any licence or right under the Marks. You are prohibited from implying that you are connected or associated with the Marks.

4. Website content and exclusions of liability

- 4.1 The Raphael Rowe Foundation accepts no duty to place information on the Website, nor to update or correct any information which may be published on the Website. Equally, the Raphael Rowe Foundation may in its absolute discretion edit, amend, or remove any information, material, or content on the Website at any time without notice.
- 4.2 While the Raphael Rowe Foundation seeks to provide accurate information on the Website, the Raphael Rowe Foundation neither makes nor gives any representations or warranties, express or implied, about the Website or any material, information, or hypertext links on the Website, including as to, but not limited to, accuracy, completeness, legality, suitability for purpose, functionality, reliability, availability, legibility, speed of download or access, or timeliness.
- 4.3 The Raphael Rowe Foundation shall not be liable for any damages, including, without limitation, direct, indirect, or consequential losses, or any other damages or loss of profits whatsoever, arising directly or indirectly in contract, tort or otherwise, from the use of or inability to use the Website (or any hypertext links to or from the Website), or any information contained (or not contained) in the Website (or any other website to which hypertext links to or from the Website may exist).

5. Internet use

- 5.1 The Raphael Rowe Foundation does not warrant or offer any assurance that the Website is compatible with your computer equipment or the network through which you access the Website, that the Website is free of errors, or that the use of the Website will not lead to viruses, "Trojan horses", "worms", or similar destructive software accessing your computer equipment. The Raphael Rowe Foundation shall not be liable for any damage which you may suffer as a result of such errors or viruses. You are responsible for ensuring that your computer equipment has appropriate security and virus protection features, for your own protection and to protect the Raphael Rowe Foundation's information technology systems and the Website.
- 5.2 The Raphael Rowe Foundation does not warrant that the use of this Website will be uninterrupted. It may become unavailable in part or in whole at any time, for any period, and without prior notice. The Raphael Rowe Foundation may in its absolute discretion modify or discontinue all or any part of, or facility provided by the Website.
- 5.3 Given the inherent insecurity of the Internet, the security, authenticity, and confidentiality of any information on the Website cannot be guaranteed.

6. Communications

- 6.1 You shall ensure the accuracy, truth, lawfulness, and decency of the content of your emails or any other material which you send to the Raphael Rowe Foundation or post or attempt to post on the Website. You shall ensure that any such email or material is free from any indecent, obscene, offensive, defamatory, or fraudulent statement. You agree to indemnify the Raphael Rowe Foundation for any losses, costs, expenses, or liabilities which the Raphael Rowe Foundation may incur as a result of your breach of this clause.
- 6.2 The Raphael Rowe Foundation may filter, edit, refuse to post, or delete any email or material sent to the Raphael Rowe Foundation or which is posted or is attempted to be posted on or through the Website without notice and in its absolute discretion. The Raphael Rowe Foundation does not accept any liability for any material posted on the site by a third party.
- 6.3 There is no guarantee that an email to the Raphael Rowe Foundation or information submitted via the Website will be received by the Raphael Rowe Foundation. You may prefer to contact the Raphael Rowe Foundation by alternative means.

7. Links to other websites

- 7.1 The inclusion of a link in the Website to any other website does not imply any endorsement of any products, services, information, or material offered or accessible on, or of any person connected with any such other

website. The content of such linked websites is beyond the control of the Raphael Rowe Foundation. The links are provided for information only with no warranty, express or implied, as to any aspect of those websites. You proceed entirely at your own risk in accessing or using any such other website, and the Raphael Rowe Foundation shall not be responsible or liable for any damages or in any other way in connection with the linking.

7.2 No framing of the Website or of any page of or Material on the Website is permitted.

8. General

8.1 The invalidity or unenforceability in any jurisdiction of any of these Terms shall not affect the validity or enforceability of any other of these Terms. If any term is invalid or unenforceable, it shall be deemed to be amended to the minimum extent required to render such term valid or enforceable, such amendment to be determined by the Raphael Rowe Foundation.

8.2 Nothing in these Terms restricts or excludes any liability which the Raphael Rowe Foundation may have in respect of personal injury, death, its own fraud, or any liability which cannot be lawfully excluded under English law.

8.3 The Raphael Rowe Foundation may transfer its rights and obligations in respect of any matter relating to the Website to a third party. You may not transfer any rights and obligations which you may have under these Terms.

Cookies policy

When we provide services, we want to make them easy, useful and reliable. Where services are delivered via the internet, this sometimes involves placing small amounts of information on your device, for example, your mobile phone or laptop. These include small files known as cookies, and while they cannot identify you by name and depending on your browsing habits and cookie settings, may be used to create a digital picture of you to enhance and tailor advertising to you.

Please note that if you disable cookies, you may be unable to access parts of the Website.

By continuing to use the Website without disabling cookies, you consent to the use of cookies as detailed below. We use cookies to estimate our audience size and usage pattern, to store information about your preferences, to allow us to customise our site and to recognise you when you return to our site.

Cookie list

A cookie is a small piece of data (text file) that a website – when visited by a user – asks your browser to store on your device to remember information about you. Those cookies are set by us and called first-party cookies. We use these types of cookies to recognise your device so that you don't have to give the same information several times in one visit to our website.

We also use third-party cookies – which are cookies from a domain different than the domain of the website you are visiting and share information to enable more targeted advertising to increase people's awareness and understanding of prison systems around the world.

More specifically, we use cookies and other tracking technologies for the following purposes:

Strictly necessary cookies

These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you that amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not work if you take this action. These cookies do not store any personally identifiable information.

[cookie tool to generate list]

Functional cookies

These cookies enable the website to provide enhanced functionality and personalisation. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies, some or all of these services may not function properly.

Performance cookies

These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and anonymous. If you do not allow these cookies, we will not know when you have visited our site, and will not be able to monitor its performance.

[cookie tool to generate list]

Targeting and behavioural marketing cookies

These cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not directly store personal information but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

[cookie tool to generate list]

LinkedIn

Through the use of the LinkedIn Insight tag on our website, a direct connection is made to the LinkedIn server when visiting our website. This enables the collection of data regarding LinkedIn users' visits to our website, including the URL referrer, IP address, device and browser characteristics, timestamp and page views. This data is encrypted, then de-identified within seven days and the deidentified information is deleted within 90 days.

LinkedIn does not share personal data with the Raphael Rowe Foundation, it only provides aggregated reports about the Raphael Rowe Foundation website audience and ad performance. LinkedIn also provides retargeting for Raphael Rowe Foundation website visitors, enabling us to show personalised ads off our website by using this data, but without identifying the LinkedIn user. LinkedIn users can control the use of their personal data for advertising purposes through their account settings.

Social media cookies

These cookies are set by a range of social media services that we have added to the site to enable you to share our content with your friends and networks. They are capable of tracking your browser across other sites and building up a profile of your interests. This may impact the content and messages you see on other websites you visit. If you do not allow these cookies you may not be able to use or see these sharing tools.

Privacy policy

The Raphael Rowe Foundation is committed to your privacy and data protection.

At the Raphael Rowe Foundation, we are committed to protecting your privacy and handling your information responsibly. Your trust matters to us because, without your support, we couldn't do our vital work to end the mistreatment of humans in prisons around the world.

We only ask for or collect your personal information, to help us run and improve our services and to talk to you about our work. You can change your mind about receiving marketing information and personal contact from us at any time.

We make sure your personal information is always secure and protected.

We are fair, open and honest about how we use the personal information we hold about you. If you feel unsure about how we use your personal data, please always ask us to explain.

This Privacy Policy is issued on behalf of the Raphael Rowe Foundation ("We", "Us" or "Our" in this Privacy Policy).

We respect your privacy and are committed to protecting your personal data. This Privacy Policy will inform you as to how We look after your personal data when you visit Our website at www.raphaelrowefoundation.org/ (the "Site"), regardless of where you visit it from and tell you about your privacy rights and how the law protects you.

1. Important information and who we are
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1. Important information and who we are

1.1 Purpose of this privacy policy

- (a) This Privacy Policy aims to give you information on how We collect and process your personal data through your use of the Site, including any data you may provide through the Site when you:
 - i. register with Us;
 - ii. register for any of Our events;
 - iii. fill out Our online contact form;
 - iv. correspond with Us;
 - v. sign up for Our newsletter; and/or
 - vi. donate funds through the GoFundMe page.
- (b) This Site is not intended for children and We do not knowingly collect data relating to children.
- (c) It is important that you read this Privacy Policy together with any other privacy notice or fair processing notice We may provide on specific occasions when We are collecting or processing personal data about you so that you are fully aware of how and why We are using your data. This Privacy Policy supplements the other notices and is not intended to override them.

1.2 Controller

- (a) The Raphael Rowe Foundation is the controller and responsible for the Site.
- (b) We have appointed a data protection officer (the "DPO") who is responsible for overseeing questions concerning this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact the DPO using the following details:

Full name of legal entity: Raphael Rowe Foundation

Name or title of DPO: Finance Director

Email address: hello@raphaelrowefoundation.org

Postal address: 4th Floor, 18 St Cross Street, London, EC1N 8UN

- (c) You have the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues (ico.org.uk) or to any equivalent body in the relevant

jurisdiction (collectively, the “ICO”). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please Contact Us in the first instance.

1.3 Your duty to inform us of changes

This version was last updated on 31 March 2023.

It is important that the personal data We hold about you is accurate and current. Please keep Us informed if your personal data changes during your relationship with Us.

1.4 Third-party links

The Site may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave the Site, We encourage you to read the privacy policy of every website you visit.

2. The data we collect about you

2.1 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

2.2 We may collect, use, store and transfer different kinds of personal data about you which We have grouped as follows:

- (a) “Identity Data” includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, photographs, job title, national insurance number, age and gender;
- (b) “Contact Data” includes billing address, residential address, delivery address, email address, work address, social media handles, telephone numbers and fax number;
- (c) “Financial Data” includes bank account details;
- (d) “Transaction Data” includes details about payments to and from you and other details of products and services you have purchased from us;
- (e) “Technical Data” includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, full 'Uniform Resource Locators' clickstream to, through and from the Site (including date and time) and other technology on the devices you use to access the Site;
- (f) “Profile Data” includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses, products you viewed or searched for; page response times; download errors; length of visits to certain pages; page interaction information (such as scrolling, clicks, mouse-overs and methods used to browse away from the page);
- (g) “Usage Data” includes information about how you use the Site, products and services; and
- (h) “Marketing and Communications Data” includes your preferences in receiving marketing from us and Our third parties and your communication preferences.

2.3 We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, We may aggregate your Usage Data to calculate the percentage of users accessing a specific Site feature. However, if We combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, We treat the combined data as personal data which will be used in accordance with this Privacy Policy.

2.4 We may also collect personal data that includes “Sensitive/Special Categories” of personal data, such as medical information.

2.5 If you fail to provide personal data

Where We need to collect personal data by law, or under the terms of a contract We have with you and you fail to provide that data when requested, We may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, We may have to cancel a product or service you have with Us but We will notify you if this is the case at the time.

3. How is your personal data collected?

3.1 We use different methods to collect data from and about you including through:

- (a) Direct interactions. You may give Us your Identity Data, Contact Data and Financial Data by filling in forms or by corresponding with Us by post, phone, email or otherwise. This includes personal data you provide when you:

- i. utilise Our donation services;
 - ii. register for any of Our events;
 - iii. create an account on the Site;
 - iv. subscribe to Our service or publications;
 - v. request marketing to be sent to you;
 - vi. enter a competition, promotion or survey; or
 - vii. give us some feedback.
- (b) Automated technologies or interactions. As you interact with the Site, We may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see Our Cookie Policy (the “Cookie Policy”) for further details.
- (c) Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources such as analytics providers, search information providers, advertising networks, technical, payment and delivery services, data brokers or aggregators and publicly available sources such as Companies House and the Electoral Register based inside the EU. Please Contact Us to find out more about the various third parties and public sources from which We may receive personal data about you.

4. How we use your personal data

4.1 We will only use your personal data when the law allows us to. Most commonly, We will use your personal data in the following circumstances:

- (a) Where We need to perform the contract We are about to enter into or have entered into with you.
- (b) Where it is necessary for Our Legitimate Interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- (c) Where We need to Comply with a Legal or Regulatory Obligation.

4.2 Please Contact Us to find out more about the types of lawful basis that We will rely on to process your personal data.

4.3 Generally, We do not rely on consent as a legal basis for processing your personal data other than in relation to sending third-party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by Contacting Us.

4.4 Purposes for which we will use your personal data:

- (a) We have set out below, in a table format, a description of all the ways We plan to use your personal data, and which of the legal bases We rely on to do so. We have also identified what Our Legitimate Interests are where appropriate.
- (b) Note that We may process your personal data for more than one lawful ground depending on the specific purpose for which We are using your data. Please Contact Us if you need details about the specific legal ground We are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of Legitimate Interest	Retention period
To register you as a new donor	(a) Identity Data (b) Contact Data		7 years
To manage Our relationship with you which will include: (a) Notifying you about changes to Our terms or Privacy Policy (b) Asking you to leave a review or take a survey	(a) Identity Data (b) Contact Data (c) Profile Data (d) Marketing and Communications Data	(a) Performance of a Contract with you (b) Necessary for Our Legitimate Interests (to study how customers use Our products/ services, to develop them and grow Our business)	7 years
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity Data (b) Contact Data (c) Profile Data (d) Usage Data (e) Marketing and Communications Data	(a) Performance of a Contract with you (b) Necessary for Our Legitimate Interests (to study how customers use Our products/services, to develop them and grow Our business)	2 years

To administer and protect Our business and the Site (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity Data (b) Contact Data (c) Technical Data	(a) Necessary for Our Legitimate Interests (for running Our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to Comply with a Legal or Regulatory Obligation	2 years
To deliver relevant Site content and advertisements to you and measure or understand the effectiveness of the advertising We serve to you	(a) Identity Data (b) Contact Data (c) Profile Data (d) Usage Data (e) Marketing and Communications Data (f) Technical Data	Necessary for Our Legitimate Interests (to study how customers use Our products/services, to develop them, to grow Our business and to inform Our marketing strategy)	2 years
To use data analytics to improve the Site and Our products/services, marketing, customer relationships and experiences	(a) Technical Data (b) Usage Data	Necessary for Our Legitimate Interests (to define types of customers for Our products and services, to keep the Site updated and relevant, to develop Our business and to inform Our marketing strategy)	2 years
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity Data (b) Contact Data (c) Technical Data (d) Usage Data (e) Profile Data	Necessary for Our Legitimate Interests (to develop Our products/services and grow Our business)	2 years
Marketing & Measurement	Type of data	Lawful basis for processing including basis of Legitimate Interest	Retention period
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy). For further information please see Google's Privacy & Terms https://policies.google.com/	Google Analytics
To send Email Marketing messages about services we offer, and content that we create	(a) Identity (b) Contact (c) Marketing and Communications	Users can opt out of marketing activity by clicking the unsubscribe link in the emails they receive, or by contacting us directly. Records of consent are maintained in our CRM.	MailChimp CRM
To measure interactions with, and how you share our content on social networks	(a) Technical (b) Usage (c) Profile	Necessary for our legitimate interests (to allow users to click through to, follow and like, or share our content on social media). Data is collected by social media platforms when users use their share, like and follow buttons. For access to this information, or to opt out, users can adjust their account settings on the relevant platforms.	LinkedIn

4.5 Automated decision making

We do not use your personal data to make automated decisions.

4.6 Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

4.7 Promotional offers from us

- (a) We may use your Identity Data, Contact Data, Technical Data, Usage Data and Profile Data to form a view on what We think you may want or need, or what may be of interest to you. This is how We decide which products, services and offers may be relevant for you (We call this marketing).
- (b) You will receive marketing communications from Us if you have requested information from Us or purchased goods or services from Us or if you provided Us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

4.8 Third-party marketing

We will get your express opt-in consent before We share your personal data with any company outside the Raphael Rowe Foundation for marketing purposes.

4.9 Opting out

- (a) You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by Contacting Us at any time.
- (b) Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, product/service experience or other transactions.

4.10 Cookies

You can set your browser to refuse all or some browser cookies or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of the Site may become inaccessible or not function properly. For more information about the cookies We use, please see Our Cookie Policy.

4.11 Change of purpose

- (a) We will only use your personal data for the purposes for which We collected it unless We reasonably consider that We need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please Contact Us.
- (b) If We need to use your personal data for an unrelated purpose, We will notify you and We will explain the legal basis which allows Us to do so.
- (c) Please note that We may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosure of your personal data

5.1 We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4.4 above.

- (a) Internal Third Parties as set out in paragraph 10.2(a) below.
- (b) External Third Parties as set out in paragraph 10.2(b) below.
- (c) Specific third parties listed in the table in paragraph 4.4 above.
- (d) Third parties to whom We may choose to sell, transfer, or merge parts of Our business or Our assets.

Alternatively, We may seek to acquire other businesses or merge with them. If a change happens to Our business, then the new owners may use your personal data in the same way as set out in this Privacy Policy.

5.2 We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow Our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with Our instructions.

6. International transfers

- 6.1 We share your personal data within the Raphael Rowe Foundation as necessary. This may involve transferring your data outside the European Economic Area ("EEA").
- 6.2 Some internal third parties and external third parties may be based outside the EEA so our processing of your personal data may involve a transfer of data outside the EEA. Such destinations may not have laws which protect your information to the same extent as in the EEA.
- 6.3 Whenever We transfer your personal data out of the EEA, We ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
- (a) We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.
 - (b) Where We use certain service providers, We may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.
 - (c) Where We use providers based in the US, We may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see European Commission: EU-US Privacy Shield.
- 6.4 Please Contact Us if you want further information on the specific mechanism used by Us when transferring your personal data out of the EEA.

7. Data security

- 7.1 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on Our instructions and they are subject to a duty of confidentiality.
- 7.2 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where We are legally required to do so.

8. Data retention

- 8.1 How long will you use my personal data?
- 8.2 We will only retain your personal data for as long as necessary to fulfil the purposes We collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
- 8.3 To determine the appropriate retention period for personal data, We consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which We process your personal data and whether We can achieve those purposes through other means, and the applicable legal requirements.
- 8.4 Details of retention periods for different aspects of your personal data are set out in the table in paragraph 4.4 above.
- 8.5 By law We have to keep basic information about Our customers (including Contact Data, Identity Data, Financial Data and Transaction Data) for seven years after they cease being customers for tax purposes.
- 8.6 In some circumstances you can ask Us to delete your data: see Request erasure below for further information.
- 8.7 In some circumstances We may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case We may use this information indefinitely without further notice to you.

9. Your legal rights

- 9.1 Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:
- (a) Request access to your personal data.
 - (b) Request correction of your personal data.
 - (c) Request erasure of your personal data.

- (d) Object to processing of your personal data.
- (e) Request restriction of processing your personal data.
- (f) Request transfer of your personal data.
- (g) Right to withdraw consent.

9.2 If you wish to exercise any of the rights set out in paragraph 9.1 above, please Contact Us.

9.3 No fee is usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, We may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, We may refuse to comply with your request in these circumstances.

9.4 What we may need from you

We may need to request specific information from you to help Us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up Our response.

9.5 Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, We will notify you and keep you updated.

10. Glossary

10.1 Lawful basis

- (a) "Legitimate Interest" means the interest of Our business in conducting and managing Our business to enable Us to give you the best service/product and the best and most secure experience. We make sure We consider and balance any potential impact on you (both positive and negative) and your rights before We process your personal data for Our Legitimate Interests. We do not use your personal data for activities where Our interests are overridden by the impact on you (unless We have your consent or are otherwise required or permitted to by law). You can obtain further information about how We assess Our Legitimate Interests against any potential impact on you in respect of specific activities by Contacting Us.
- (b) "Performance of a Contract" means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- (c) "Comply with a Legal or Regulatory Obligation" means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that We are subject to.

10.2 Third parties

- (a) Internal third parties:
- (b) External third parties:
 - i. Service providers acting as processors who provide IT, system administration, CRM, collaboration, marketing automation, market research, public relations and email communication services.
 - ii. Professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
 - iii. HM Revenue & Customs, regulators and other authorities in the relevant jurisdictions acting as processors or joint controllers who require reporting of processing activities in certain circumstances.
 - iv. to third parties relevant to the services outlined in our contract with you or which with you are connected. this may include counterparties to transactions, stock exchanges or regulators.

10.3 Your legal rights

You have the right to:

- (a) Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data We hold about you and to check that We are lawfully processing it.

- (b) Request correction of the personal data that We hold about you. This enables you to have any incomplete or inaccurate data We hold about you corrected, though We may need to verify the accuracy of the new data you provide to Us.
- (c) Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for Us continuing to process it. You also have the right to ask Us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where We may have processed your information unlawfully or where We are required to erase your personal data to comply with local law. Note, however, that We may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- (d) Object to processing of your personal data where We are relying on a Legitimate Interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where We are processing your personal data for direct marketing purposes. In some cases, We may demonstrate that We have compelling legitimate grounds to process your information which override your rights and freedoms.
- (e) Request restriction of processing of your personal data. This enables you to ask Us to suspend the processing of your personal data in the following scenarios:
 - i. if you want Us to establish the data's accuracy;
 - ii. where Our use of the data is unlawful but you do not want Us to erase it;
 - iii. where you need Us to hold the data even if We no longer require it as you need it to establish, exercise or defend legal claims; or
 - iv. you have objected to Our use of your data but We need to verify whether We have overriding legitimate grounds to use it.
- (f) Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for Us to use or where We used the information to perform a contract with you.
- (g) Withdraw consent at any time where We are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, We may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Email disclaimer

Your privacy is important to us. Please see our Privacy Policy for further details.

If you have received this email in error, please immediately notify the sender directly or contact us and delete the email. The information contained in this email and in the attachments (if any) is confidential. It must not be read, copied, disclosed, printed, forwarded, relied upon or used by any person other than the intended recipient. Unauthorised use, disclosure or copying is strictly prohibited.

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