

STUDIO FRITH LTD
PRIVACY & DATA POLICY

In this document (“Privacy & Data Policy”) Studio Frith Ltd (“SF”), as otherwise identified in this website, explains how SF uses data and handles privacy and why and how SF collects and uses information. SF also covers the choices available to you in accordance with your rights and its obligations. This document reflects policy as from 1 May 2018. “You” means anyone reading this document, who may be a client (or customer), prospective client, a business interaction party, or visitor to the website.

Studio Frith Ltd is a UK business providing design services to those clients with whom it enters into contracts as such within the cultural and commercial sectors. In referring to “Services” or SF’s activities we are referring to our day-to-day business in those sectors, including in meeting the needs of existing and prospective clients, those it communicates and interacts with for its business purpose, and the need for maintenance of books and records.

SF complies with requirements of privacy and confidentiality, and with applicable data protection legislation, including the Data Protection Act 1998 and the EU General Data Protection Regulation, or GDPR, effective 25 May 2018.

SF’s owner determines data management practices and safeguards according to the above stated purposes and is controller of all relevant information along with GDPR compliant data processors. SF’s guiding principle is only to use information fairly and for the bona fide purposes of its business doing so at all times with regard to the consent obtained from you and your instructions in relation to the use of information.

A Information which SF may hold or retain

A1 Customer Data

• Information which you supply to SF in the exercise of your choice to do so for the purposes of enquiry or contract, which may include certain information which SF requests, which may be compulsory or not. In general, compulsory information is oriented towards establishing a proper basis for contractual relations, for example, as to client or contact identity, address (necessary for financial processing and also delivery), usual contact information, including email and at least one active telephone number, and necessary age particulars, and non-compulsory information is oriented to SF’s better understanding client needs and preferences including, where the client wishes it, marketing communications - all of this is “Customer Data”.

• In so far as a unique customer account is allocated to you, which is always the case once a transaction arises between us, the Customer Data will be retained as long as the account is active, and if it is closed, for such period as may be required by law, or as SF determines to be reasonable and appropriate. As a matter of policy SF presently retains information relating to its business for 8 years from last activity or communication (which may or may not have involved data processing).

• You should be aware that all businesses may be required in specified circumstances to report to the police or other relevant authorities’ activities regarded to be criminal, otherwise unlawful or potentially so, including in relation to so-called identify fraud, and that your rights and SF’s obligations to you in respect of Customer Data or otherwise, may be subject to and overridden by public interest and our obligation to comply with the investigations and enquiries of proper authorities.

• SF will only hold Customer Data which you provide with your consent. SF may reasonably assume consent on a continuing basis where you engage SF and the engagement has not been terminated.

A2 Other Information

For the purposes of the proper running and administration of SF’s business, including accounting, it may handle, including via a data processor, the following “Other Information”:

• Information necessary for the creation and maintenance of a client or trade partner account. In addition to Customer Data, this might include password and security information;

• Information relating to work undertaken specific to a client, e.g. time/task recording;

• Financial information relating to retainer, invoicing and payment. SF may collect and store billing address and credit card information but only in compliance with applicable legislation or regulation and with your permission;

• Information relating to visits to SF’s web services and other activities connected with the Services. This may include information about how you are accessing and using the SF website and the Services, including past work, administrative and support communications, including in respect of any complaints, and how you engage with features, content, and any links, and what integrations and embeds you use (in so far as SF operates them);

• Contact information, including any you elect to share with us by way of any application (e.g. by way of so-called “sharing”);

• Log data. This is information compiled, for example, whenever you visit a website, or your mobile app sends and receives data as you use it. This log data may include your so-called Internet Protocol address, the address of the web page or pages you visited before accessing SF’s Services, your browser type and settings, the date and time of your use of the Services, information about your browser configuration and plug-ins, language preferences, and cookie data. This list is not exhaustive;

• Device information. Information may be collected about the device you are using the Services on, including what type of device it is, what operating system you are using, device settings, application IDs, unique device identifiers, and crash data. Whether some

or all of this information is collected often depends on what type of device you are using and its settings;

- Geo-location information. Precise GPS location from mobile devices is collected only with your permission. Wi-Fi and IP addresses received from your browser or device may be used to determine approximate location;

- Services integrations. If, when using the Services, you integrate with a third-party service, that service may connect to SF's service. The third-party provider of the integration may share certain information about your account with SF. We do not receive or store your passwords for any of these third-party services. Any such third-party services will be clearly flagged and identified as such (e.g. Dropbox);

- Third-party data. SF may also receive information from our trading partners, or others that we use to make our own information better or more useful. This might be aggregate level information, such as which IP addresses go with which zip codes, or it might be more specific information, such as about how well an online marketing or email campaign performed;

- In respect of Other Information, SF will always respect such rights as you may exercise to block, restrict or manage information as set out above, including by way of settings in your relevant device/s.

A3 Cookies

"Cookies" are small items of data sent from a website and stored locally on a user's computer by the user's web browser whilst the user is browsing. They may be retained if not cleared or blocked. They make "tailoring" of web-activity possible in storing reference data particular to a user. SF may use cookies and similar technologies to provide and support its website and Services in accordance with this Privacy and Data Policy, subject always to your rights under the GDPR.

B How we use your information

SF uses your information to provide, maintain and improve the Services and in protecting, enhancing and administering its business.

B1 Customer Data

SF accesses and makes reasonable use of Customer Data in accordance with the terms of a customer's consent and instructions, and applicable terms and conditions, in order to (a) provide, maintain and improve the Services, (b) address service, security, technical issues or in accordance with a customer's request for assistance or support, or in addressing any grievance or complaint (c) comply with the law or any lawful data request or instruction and (d) to service any matter arising from SF's terms and conditions from time to time in accordance with them. This SF does in accordance with its statutory and contractual security and confidentiality obligations.

B2 Other Information

SF uses Other Information for the following purposes, to:

- improve and better understand its business and the Services, including through selective surveys and other research to analyze and understand how SF Services are being used and our products seen in terms of quality and customer satisfaction;

- To communicate with you and other parties by for example:

- o Responding to your requests, if you contact SF with a problem, query or question, SF will use available information, including any you give, to respond;
- o Sending emails and messages. SF may send you Services and administrative emails and messages. SF may also contact you to inform you about changes in the Services, its Service offerings, and important notices related to the Service and the website, such as in relation to security, fraud and data breach. These emails and messages are an essential part of the Services and our mutual interests and you may not opt-out of them other than by terminating SF's contract. SF occasionally may send emails about new product features or other news about its business. You may opt out of these at any time;

- Manage billing and account systems and records. SF uses account data, including typical professional services supply and project management software packages to administer accounts, client projects and to keep track of billing and payments;

- Conduct marketing exercises - you may opt out of these at any time;

- Investigate and prevent abuse and security breaches;

- This policy is not intended to place any limits on what we do with data that is aggregated and/or de-identified so it is no longer associated with an identifiable customer or other data subject - in other words information which is a general nature and not specific to your identity or Customer Data.

C Your Choices

C1 Customer Data

Subject to retaining information necessary to maintain an active client account, SF will always respect your wishes in relation to Customer Data. SF has only basic and simple records, so there is no self-management of your customer profile. You may always elect to close your account or advise SF by email, telephone or through the 'CONTACT' page as to your particular requests or instructions.

C2 Other Methods for Choice

Many browsers have functions which provide you with privacy, security and control tools, for example in relation to cookies and other aspects of data storage. Your mobile device will include a broad range of settings options for you tailor what the device and your use of it may reveal to other parties, for example, location data and notifications. These controls are not within our remit or control and are matters of your preferred use of options available to you in your particular devices operating systems and installed apps. If we offer any mobile device app, it will be subject to this Privacy & Data Policy.

C3 Other information

If you have any questions about our use of Other Information you may contact SF at any time with your enquiry.

D Sharing and Disclosure

On occasion information described in this Privacy & Data Policy may be shared by SF.

D1 Customer Data

SF may share Customer Data in accordance with any agreement with any client and the client's instructions, and this may be with third party service providers and agents. SF may engage third party companies or individuals to process Customer Data on its behalf. SF may combine with other businesses and partners in conducting business and delivering services. SF may for the purposes of its business and in servicing clients integrate elements into its platforms and client resources, which may include integrations added by a client or by someone else with the client's consent.

SF does not assume responsibility for and has no liability in respect of the use of third parties of information which is not gathered directly from SF or which is provided by the choice of the client or other relevant business partner.

D2 Other Information

SF may share Other Information in the lawful operation of its business, and for purposes of assessment and review of quality control and performance indicators and in order to resolve any issue or controversy that arises between SF and a client or otherwise in connection with or because of our business. SF may use third parties to process and analyze Other Information.

D3 Other Disclosures

Below are examples of when SF may otherwise disclose Customer Data and Other Information which may occur:

- During changes to SF's business structure, for example if it engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of our assets, financing, acquisition of all or a portion of its business, a similar transaction or proceeding, or steps in contemplation of such activities (including so-called "due diligence");
- To comply with applicable laws and regulations or to conform to any code of practice or conduct to which the firm is subject, including in relation to proper and valid requests for disclosure, or the requirements of a court order or police or other authority's investigation;
- To enforce SF's rights, prevent fraud and for safety. To protect and defend the rights, property, or safety of SF or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud;
- In the case of aggregated or de-identified information, then for any purpose. For example, SF may share aggregated or de-identified information for bona fide business or research purposes.

E General Policies / Further information

E1 Security

SF takes security seriously and has appropriate and up to date systems to protect information you provide to us from loss, misuse, and unauthorized access or disclosure and ensures the same is the case with its own service providers. These systems take into account the sensitivity of the information we collect, process and store, and the current state of available technology having regard to the nature, size and scale of SF's business from time to time. Details of SF's prevailing security practices may be requested at any time by any party entitled to make such a request.

E2 Under-age

As a business affairs service, SF will only enter into client relations with persons over the age of 18 at the relevant point of contract, unless the lawful parent/s or guardian/s with appropriate authority confirm otherwise and provide all required GDPR-compliant consents. For this reason, SF will neither hold nor process any information relating to such persons other than on the same basis. In the event that SF discovers that any account has been opened with it in breach of this policy, SF will take appropriate steps, including in respect of safeguarding and closure of the account.

E3 Changes to this Privacy & Data Policy

SF may change this Privacy and Data Policy from time to time, and if it does so it will post any changes on this page. If you use the Services or deal with SF after those changes are in effect, you will be deemed to have agreed to and accepted the revised policy.

E4 More questions?

Please also feel free to contact SF if you have any questions about this Privacy & Data Policy or the company's associated practices.