

Privacy Statement

Purpose

MobiBiz Limited (trading as Enable My Team) recognises the importance of privacy. MobiBiz is committed to protect the privacy of registered users (“users”) of its online collaboration application (“the Platform”), clients, shareholders and suppliers.

This Privacy Statement describes how we may collect, hold, use and disclose information about an identified individual, or an individual who is reasonably identifiable (“Personal Information”).

If you have any questions about this Privacy Statement, please contact us by email at help@enablemyteam.com or write to:

Privacy Officer
135 Maurer Court
London, SE10 0SS

Data collection

MobiBiz collects Personal Information as permitted by applicable law, including by the following means:

- through the MobiBiz public website (“the Enable My Team website”);
- through the Platform;
- when performing support services in relation to the Platform;
- when you apply for a job;
- when you arrange a demonstration of our services;
- when you request information, training or services from MobiBiz;
- and
- otherwise in the course of its business.

Wherever possible, we collect information directly from the individual to whom the information relates. Personal Information may however be collected in the course of MobiBiz’s business (such as from third parties).

For the purposes of this Privacy Statement, third party would mean any subcontractor, vendor or other entity with whom we have an ongoing business relationship with to provide products, services or information.

This Privacy Statement is located under the “Privacy Policy” section of our homepage and is also available on any page where Personal Information is

requested. At such data collection points, further explanation may be provided, where appropriate, as to the purposes for which the data will be used.

The categories of information we may collect include

Personal Information

Information that identifies you as an individual or relates to an identifiable individual, including: name, title, company name, job function, expertise, postal address, telephone number or email address.

If you submit any Personal Information relating to other people to us in connection with the Services or the Platform, you represent that you have the authority to do so and permit us to use the information in accordance with this Privacy Statement.

Log Data

Any Information that is provided by the system you are using while accessing our services i.e. the IP Address (“IP Address” is a number that is automatically assigned to the computer that you are using by your Internet Service Provider (ISP)). Such data may be identified and logged automatically in our server log files whenever you access the Sites, along with the time of the visit and the page(s) that you visited. Collecting log data is standard practice and is done automatically by many websites, applications and other services.

We are using these log data to calculate usage levels of the websites, help diagnose problems with its servers, administer and defend the Sites, and also monitoring the regions (ie for correct language assignment) from which you navigate to our websites.

Other Information

Any information that does not reveal your specific identity or does not directly relate to an identifiable individual. This might include, for instance, browser and device information; platform usage data; information collected through cookies, pixel tags and other technologies; demographic information and other information provided by you; or aggregated information.

We use this information to facilitate our operation of the website and for other purposes described below.

Sources of collection of information

The Platform

To register as a user on the Platform, you are asked to provide MobiBiz Ltd. with Personal Information. This information about you may also be entered on the Platform by your company's Administrator, in order for you to use the Platform.

If you want to contribute to the MobiBiz. Help Center forums, you are required to register using an email address and username.

MobiBiz Ltd. website

You will be required to give MobiBiz your Personal Information if you want to apply for a job, make an enquiry, arrange a demonstration of our services or to request training.

The MobiBiz website can be accessed anonymously. Many companies offer programs that help you to visit web sites anonymously. While MobiBiz will not be able to provide you with a personalized experience if we cannot recognize you, we want you to be aware that these programs are available.

Web Analytics

MobiBiz uses various web analytics tools in the course of rendering its services.

These tools enable us to analyse the user behaviour, compile statistical reports on such usage, and provide related services that help us enhance user experience on our website.

One such tool used by MobiBiz is Google Analytics. For more information on how Google uses data please visit www.google.com/policies/privacy/partners/.

Cookies

The MobiBiz website and the Platform use MobiBiz's cookies ie first party cookies to track online activities in accordance with applicable laws.

Cookies are small tokens managed by the user's browser while the user is visiting the MobiBiz Ltd. website or the Platform.

Cookies allow the user to move quickly and easily around the MobiBiz website and to enter the Platform. They are used to identify a user and tracks a user's session, and provide information the system uses to efficiently

manage your use of the website and without them you will not be able to use the Platform.

Your web browser may be set to accept cookies automatically but your settings can be changed to decline them. Please note that if you decline to accept cookies, you may not be able to take full advantage of the MobiBiz website and will not be able to use the Platform.

MobiBiz does not work with third party analytics, advertising and personalization partners that use cookies.

Using information collected

Personal Information we collect is used for the purposes set out in this Privacy Statement. It is not used or disclosed for any other purpose without consent, or as authorised or required by law.

MobiBiz uses your Personal Information for a variety of purposes including, but not limited to:

- process an application for employment you have submitted to MobiBiz;
- provide the information on products or services requested; ie materials and newsletters;
- send administrative information to you, for example information regarding the Platform, website and changes to our terms and conditions, and policies;
- identify your product and service preferences to personalize your experience on the website, (ie via cookies);
- customize MobiBiz's marketing communications that we believe may be of interest to you, such as positive product testimonials, and in compliance with applicable laws;
- allow you access to a client project on the Platform;
- use for business purposes, such as data analysis, audits, fraud monitoring and prevention, developing new products, enhancing, improving or modifying our websites and services, identifying usage trends, determining the effectiveness of our promotional campaigns and operating and expanding our business activities;
- as we believe to be necessary or appropriate:
 - i. under applicable law, including laws outside your country of residence;
 - ii. to comply with legal process;
 - iii. to respond to requests from public and government authorities including public and government authorities outside your country of residence;
 - iv. to enforce our terms and conditions;

- v. to protect our operations or those of any of our Affiliates;
 - vi. to protect our rights, privacy, safety or property, and/or that of our Affiliates, you or others;
 - vii. to allow us to pursue available remedies or limit the damages that we may sustain; and
- any other purpose communicated to you at the time of collecting the Personal Information and, if required by law, for which consent has been obtained.

In relation to a client or a user's use of the Platform, MobiBiz operates and maintains the Platform in accordance with applicable laws. However, the client or user is responsible for the collection, use and disclosure of any information submitted by clients or users to the Platform. MobiBiz does not review or monitor any collection, use or disclosure by clients or users of information submitted to, shared or stored in the Platform. To the extent permitted by law, and otherwise subject to the terms of any agreement in place between MobiBiz and the relevant client, MobiBiz bears no responsibility to any client, user or third party in relation to the collection, use and disclosure of any information stored on the Platform.

Upon the completion of a client project, MobiBiz may provide archival copies of information in connection with a project to that client, which may contain information relating to you which has been submitted to the Platform (either by you, a third party or by MobiBiz client). MobiBiz bears no responsibility for any use by that client of the archival copy following MobiBiz providing it.

Marketing

We may, from time to time, use your Personal Information to send you information about our products and services and those of related companies which may be of interest to you.

If you receive promotional information from MobiBiz and do not wish to receive this information, you may remove your name from our mailing list by contacting MobiBiz at help@enablemyteam.com or follow the instructions in any marketing communication you receive. We will comply with your request(s) as soon as reasonably practicable. Please note that if you opt-out of receiving marketing related materials from us, we may still send you important administrative messages in connection with your use of the MobiBiz website or the Platform.

Security of your information

MobiBiz maintains physical, organizational, technical, and administrative safeguards to protect Personal Information from loss, misuse and unauthorised access, disclosure, alteration and destruction within our organization, including security controls to prevent unauthorized access to our systems. While we take reasonable steps to secure your Personal Information from loss, misuse, interference and unauthorized access, modification and disclosure, you should be aware no security procedures or protocols are ever guaranteed to be 100 percent secure from intrusion or hacking, and there is therefore always some risk assumed by sharing Personal Information online. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please immediately notify us (see also “Passwords”).

Data sharing

Data transfers outside your jurisdiction

Personal Information collected by MobiBiz will be stored through electronic systems located in various jurisdictions. While some of these databases may be operated by the local MobiBiz entity, some may be operated by third parties on behalf of the respective local MobiBiz entity. Your data may be transferred to databases outside your country of domicile, potentially to jurisdictions to that may not require an equivalent level of data protection to the laws in your home country. This does not, however, change MobiBiz’s commitment to keeping Personal Information secure. MobiBiz will enter into appropriate data protection contracts, in a bid to ensure appropriate levels of data protection, particularly in relation to transfers of Personal Information outside the European Economic Area and Switzerland.

Third parties

Personal Information is only shared with third parties:

- at your direction or with your consent;
- to perform business functions and services on our behalf including in connection with the use or operation of the Platform (such functions may include hosting servers, providing legal, accounting or marketing services or other support services); or
- as required or permitted by law.

These third parties may be located in various countries across the globe. Where MobiBiz does make information or data available to third parties to perform business functions and services on behalf of MobiBiz, all such parties will be obligated to maintain the security and confidentiality of the

Personal Information and to process the data in accordance with MobiBiz's instructions.

Platform

In using the Platform, users may be communicating with individuals and organisations outside of their home country. In that case, use of their Personal Information may not be covered by the law applicable in their home country or applicable privacy protection scheme.

Passwords

For the purposes of accessing some areas of the MobiBiz website and to use the Platform, you may be supplied with a user name and password. You are responsible for the security and confidentiality of your password and log-in information.

Protection of you, MobiBiz and Others:

We may release Personal Information when we believe that release is necessary or appropriate:

- under applicable law, including laws outside your country of residence;
- to comply with legal process;
- to respond to requests from public and government authorities including public and government authorities outside your country of residence;
- to enforce or apply our conditions of use and other agreements;
- to protect our operations or those of our Affiliates;
- to allow us to pursue available remedies or limit the damages that we may sustain; and
- to protect the rights, privacy, property, or safety of MobiBiz, our employees, our affiliates, our users, or any other person or entity. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

Changing or deleting your information

You can request access to the Personal Information we hold about you by making a request to MobiBiz at help@enablemyteam.com. We will provide you with access unless we are legally authorised not to do so.

If at any time you wish to change Personal Information that is inaccurate or out of date, or have your Personal Information deleted, please contact us by emailing MobiBiz at help@enablemyteam.com.

We will take all reasonable steps to change or delete information in response to such requests. If there is a reason that we cannot make that change or deletion, we will inform you of that reason. MobiBiz may need to retain certain information for recordkeeping purposes and/or to complete any transactions that you began prior to requesting such access, change or deletion.

How long does MobiBiz Ltd. keep personal information?

MobiBiz retains information according to what the information was collected for. In some cases, there are legal requirements to keep information for a minimum period. Unless there is a specific legal requirement for MobiBiz to keep the information, MobiBiz will keep Personal Information for so long as necessary for the purpose for which it was collected or for such other purposes for which consent has been obtained, or for a time MobiBiz is otherwise permitted to or authorised by law to use the Personal Information.

Dispute Resolution and Arbitration

Any questions or concerns regarding the use or disclosure of Personal Information should be directed to MobiBiz's Privacy Officer (help@enablemyteam.com). MobiBiz will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information by reference to the principles contained in this Statement. If we fail to respond to your concerns, or if you are dissatisfied with the response that you receive from us, you may have the right, depending on the jurisdiction, to make a complaint to the applicable regulator.

Changes to the MobiBiz Ltd. Privacy Statement

If MobiBiz's information practices change, MobiBiz will post these changes on the Platform and its website www.enablemyteam.com. MobiBiz encourages you to review the Privacy statement periodically.

If we change material terms of this Privacy Statement, we will provide notice of the revised statement for 30 days on the MobiBiz website. We will also take other steps as necessary depending on the nature of the changes, including obtaining your consent where required by local data protection laws or providing you with the opportunity to delete your Personal Information.

This Privacy Statement has been updated and is effective as of March 30, 2017. Your use of the MobiBiz website and Platform following these changes means that you accept the revised Privacy Statement.

Acceptable Use Policy

Introduction

This Acceptable Use Policy (“Policy”) outlines appropriate use of MobiBiz’s cloud-based, collaborative innovation management and asset management software platform and associated services (together referred to as “the Services”). This Policy will be applicable to all users as long as they continue to receive Services. MobiBiz encourages users to make a copy of this Policy to refer to in the event of any doubt regarding use of the Services.

Application

This Policy applies to all MobiBiz users who receive Services from MobiBiz, regardless of whether a user is a Paying Organization or a Non-Paying Organization (as defined in the MobiBiz Terms of Service Agreement (“the Agreement”). A user’s failure to comply with this Policy may lead to suspension or termination of the Services.

Acceptable Use of Services

All MobiBiz users must use the Services in accordance with the Agreement and in accordance with all applicable laws. A user must not attempt to breach or circumvent the Platform (as defined in the Agreement) security. In addition, a user must not use the Services in any fashion that would, or assist others to:

- (a) mislead or deceive including pretending to be an entity or individual that a user is not;
- (b) post or transmit information that infringes or violates the rights of a third party, including the rights of privacy and publicity;
- (c) interfere or disrupt the Services or cause or knowingly facilitate the spread of a virus, worm, Trojan horse, or another harmful object;
- (d) post or transmit unsolicited messages, junk mail, spam or chain letters or material that might be considered offensive;
- (e) use the Platform to stalk, threaten or harass another person or party;
- (f) upload, download, post, transmit, store or otherwise make available any Data that is unlawful, harassing, threatening, harmful, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another’s privacy, hateful or racially or ethnically offensive;
- (g) collect or store personal data without permission;

- (h) promote in any way illegal or unwelcome or unsociable activities;
- (i) access the Platform or Services or disclose any information about the Services (including the Platform) to any country that is subject to United States export control restrictions;
- (j) attempt to breach or circumvent Platform security;
- (k) use the Platform or Services or knowledge of the Platform or Services to assist MobiBiz competitors; or
- (l) undertake promotions or undertake commercial activity not connected with the business purposes the Services are intended to support.

A user is solely responsible for any Data it uploads or communications it uses the MobiBiz Platform for. MobiBiz does not control the use of the Services by any user and users agree that use of the Services is solely at their own risk.

In order to provide the Services effectively and in accordance with applicable law and the Agreement, MobiBiz may monitor and record a user's use of the Services and the user authorizes MobiBiz to collect, store and use all such information provided MobiBiz complies with the privacy provisions at Section 10 of the Agreement.

Changes to the Acceptable Use Policy

MobiBiz may modify this Policy at its sole discretion and such modifications shall be effective upon their publication on the MobiBiz Platform or website.

Last updated on: 3 June 2019