

WIRED BROADCAST

## terms of use

Thank you for visiting [www.wiredbroadcast.com](http://www.wiredbroadcast.com), the website of Wired Broadcast Ltd. ("Wired Broadcast", "we", "us", and "our").

These Terms govern your use of the website, any content (such as text, data, information, software, graphics or photographs) that we may make available through the site (collectively, "Materials"), and any services that we may provide through the site (collectively, "Services").

Please read these terms (the "Terms") as well as our Privacy Policy before using the site. By accessing, using, or browsing the site, you confirm that you have agreed to the Terms. If you do not agree to these Terms, you are not authorised to use the site.

Wired Broadcast reserves the right to modify these Terms and to change or remove features of the site without notice except to registered users.

We will notify registered users of any material change to these Terms by sending you an email or posting a notice on the site, in which case you may terminate this agreement within 30 days from the date of the notice. Your continued use of the site after the date of the modification shall be deemed acceptance of the modified Terms or agreement, as applicable.

The Terms shall be construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of English courts.

All products and services apart from the site are

subject to separate terms and conditions that govern their use (see Hire Agreement or enquire about our General Conditions of Sale).

**Company Information** Wired Broadcast Ltd is registered in England at 31 Lee View, Enfield, EN2 8RY.

Company no. 237 6848. VAT no. GB 495 1716 21. WEEE compliance scheme member no. WEE/CA2637XW.

**Copyright** Except where otherwise specified, the Materials of the Wired Broadcast website are protected by copyright and intellectual property laws in England and other countries as well as by international treaties. You may not copy or distribute any portion of the site without express written permission except as necessary to view it. Please direct any questions or comments to [info@wiredbroadcast.com](mailto:info@wiredbroadcast.com).

**Trademarks** Wired Broadcast reserves all rights to its trademarks, service marks, and logos, collectively referred to as "Wired Broadcast Marks". All other trademarks, service marks, and logos that appear on the site are the property of their respective owners.

No employee or representative of Wired Broadcast is authorised to grant permission to use Wired Broadcast Marks or to provide guidance in their use without a formal written agreement. With a formal written agreement, the use of Wired Broadcast Marks will conform to our Brand Guidelines.

Wired Broadcast Marks are valuable intellectual property, and we will take steps to prevent their dilution and misuse as well as the use of third-party marks that are strikingly similar to Wired Broadcast Marks.

**Use of Software** To the extent that Wired Broadcast provides for the download from the site of proprietary software of third parties, such as Wired Broadcast's partners, such Software is protected by the applicable copyright, patent, or other intellectual property rights of the

third-party licensor. Any use of the Software is subject to the terms of the applicable end-user license agreement.

Any software provide for evaluation is provided "as is" for internal evaluation and use only. You may not use evaluation Software for commercial, development, or production purposes. In addition, evaluation Software may be disabled and cease to operate after a set interval.

**Links to Third-Party Sites** Our website may contain links to third-party websites provided solely for your convenience. You leave the Wired Broadcast site when you access those links. We do not endorse or make any representations about such third-party websites, nor are we responsible for their contents or the accuracy or reliability of the information, data, advice, or statements they contain.

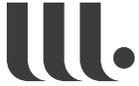
**Indemnification** You agree to indemnify, defend, and hold harmless Wired Broadcast and its respective officers, directors, employees, or agents, from and against all claims, liabilities, damages, losses, costs, expenses and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account, computer, or software) use of the Wired Broadcast website or violation of these Terms. Wired Broadcast reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Wired Broadcast's defence of such claim, and in no event may you agree to any settlement affecting Wired Broadcast without Wired Broadcast's written consent.

**Electronic Communications** When you visit the Wired Broadcast website or send us email, you are communicating with Wired Broadcast electronically. We may respond to you by email or by posting notices on our website. You agree that all such notices that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Disclaimers** The information on the Wired Broadcast website is provided for your general use only. Neither Wired Broadcast nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements. Wired Broadcast makes no warranty that the Wired Broadcast website will be uninterrupted, timely, secure, or error free. Furthermore, Wired Broadcast provides no assurances that any reported problems will be resolved by Wired Broadcast, even if we elect to provide information with the goal of addressing a problem.

**Limitation of Liability** In no event will Wired Broadcast be liable for (a) any indirect, special, consequential, incidental, punitive, or exemplary damages or (b) any damages whatsoever in excess of GBP 100.00, including, without limitation, those resulting from lost profits, revenues or savings, loss or damage to data or business interruption arising out the use of or inability to use the Wired Broadcast website, Materials, or Services accessed on this website, whether such damages are based on warranty, contract, tort, or any other legal theory and even if Wired Broadcast has been advised or should have known of the possibility of such damages.

**Exclusions and Limitations** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that Wired Broadcast may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Wired Broadcast's liability shall be the minimum permitted under such applicable law.



WIRED BROADCAST

## privacy policy

Effective 25 May 2018

Thank you for visiting [www.wiredbroadcast.com](http://www.wiredbroadcast.com), the website of Wired Broadcast Ltd. ("Wired Broadcast", "we", "us", and "our").

We have prepared this Privacy Policy for those who want to understand more clearly how their personal information is being used, under their right to be informed. Personal information is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our Privacy Policy in its entirety to understand how we collect, use, protect, or otherwise handle your personal information and other information.

By using our website or any of our products and services, you confirm that you have agreed to the Terms of Use and have read and understood this Privacy Policy, including our policy on cookies.

Please note that we will periodically review and update this Privacy Policy and will note the most recent revision date above. We also will take steps to inform you of such changes relative to their significance and as required by applicable law.

### How does this Privacy Policy apply?

This Privacy Policy applies to all data that we collect automatically through your use of our website, products, and services, as well as data you provide to us directly.

### What information does Wired Broadcast collect from

### people that use its website, products, and services?

**Web analytics** When you use our website, we automatically gather anonymous information about that use through Matomo® installed on the site. Matomo is an analytics solution that supports the European Union's General Data Protection Regulation (GDPR). Our analytics system is set up to automatically anonymise IP addresses, and the information Matomo gathers about your behaviour on our site resides solely in Wired Broadcast's IT environment and is not shared with advertisers or other third-parties. We gather this information automatically, whether you are a registered user or not.

**Cookies** Our analytics system, Matomo, creates first-party cookies, i.e., cookies created for our web domain only. Cookies are small files that, with your permission, a site or its service provider transfers to your computer's hard drive through your web browser to enable the site's or service provider's systems to recognise your browser and capture and remember certain information. Because Matomo uses first-party cookies instead of third-party cookies, it will track your behaviour on our site only, not across other sites that you visit.

You have control over whether you receive cookies. Check your browser's Help Menu to learn how to modify your cookie settings. Please note that, if you disable first-party cookies in your browser, some features that facilitate your use of our site may not function properly.

**Purchase information** When you purchase products and services from us, we gather information to complete the transactions. If you use a credit card to pay for products and services, our payment processor gathers credit card information from you on our behalf and may provide us with partial details about transactions, such as the last four digits of your credit card number. Our lawful basis for processing this data is contractual (to complete our contract of purchase or service with you), and legitimate interests (to ensure the correct accounting information).

**Account information** When you request access to our site's secure content, as appropriate, you may

be asked to provide your name, email address, and other details. Our lawful basis for processing this data is legitimate interests so that we can provide individual logged access to our content.

**Partner purchases** When you purchase products that we distribute through our channel partners, our partners will provide us with information about you, such as your name, company, products purchased, account information, and service and support information. Our lawful basis for processing this data is contractual in order to fulfil our contract with you, and legitimate interests to ensure the accuracy of the product distributed.

**Social media** When you use social media platforms such as LinkedIn, we may gather information about your employment, interests, preferences, and contact details, to better provide relevant marketing and products and services. Our lawful basis of processing this data will be consent (you have consented to our using your details) or legitimate interests (where we want to tailor our products to your needs).

Note that Wired Broadcast does not collect or store sensitive personal information about the people who use its website, products, or services. Sensitive personal information includes religious beliefs, political affiliations, race, or sexual orientation.

### What data does Wired Broadcast gather with the IP bonding devices and managed services it provides?

When you or your organisation deploys the IP bonding devices and managed services we provide, we may automatically collect data relating to the performance and configuration of the devices involved, as well as data about your use and your end users' use of such products and services ("Usage Data"). Usage Data is generally technical information obtained from product software or systems hosting the products and services, devices accessing these products and services, and log files. Usage Data does not directly identify an end user. Please note that Usage Data does not include customer's content transmitted using our IP bonding devices.

The purpose of the Usage Data is:

- To facilitate delivery our products and services
- To support the use of our products and services
- To diagnose issues with and improve our products and services.

### Does Wired Broadcast share my information?

We respect your privacy and take care to provide access to your personal information only to those parties that need it to perform their duties related to the products and services we provide. Also, we may share personal information with third parties in the following circumstances:

**Legal requirement** When we understand disclosure to be necessary or require by law to comply with legal process or government requests, or to exercise, establish, or defend our legal rights. We may release personal information as appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

**Distribution partners** When we need to fulfil your information request or purchase of products manufactured or supported by our business partners, as a distributor of our own and other parties' products. We maintain relationships with other manufacturers and with our channel partners. We may provide your information to these other manufacturers when you express an interest in or purchase their products from us, so that we can deliver comprehensive and unified support and fulfil your information requests. In these circumstances, we may also refer you to our channel partners and maintain information about those referrals. Our lawful basis for processing this data is contractual (so that our channel partners can fulfil the contract of purchase/service) or legitimate interests (to ensure accurate delivery of purchase/services). We recommend that you consult the privacy policies of the relevant partners to understand how they handle your personal information.

**Service Providers** When fulfilling our product or service obligations to you requires assistance from our service providers, we may share your information with third parties, such as service providers

who assist us with processing credit card payments, website hosting and web analytics reports, and bookkeeping and billing. These Service Providers agree to keep such information confidential. Where not covered under our Service Agreement with the Service Providers, a data processing agreement will be in place with the third-party processor, to ensure all reasonable steps are taken to safeguard the security of that data.

**Business Transfers** When all or part of our business is involved in a business transfer. If we're involved in a merger, acquisition, sale of company assets, or similar event, we may share or transfer your information in connection with that event, informing relevant the buyer or other relevant party that the information must be used only in accordance with this Privacy Policy and in accordance with existing non-disclosure or other confidentiality agreements.

**Consent** When we obtain your consent, we may share your information.

**Vital Interests** If sharing your information protects your vital interests or those of another person, we may share that information.

Unless described in this Privacy Policy, we do not share, sell, rent, trade, or otherwise transfer to outside parties your Personally-Identifying Information for use in any way.

#### **Does Wired Broadcast transfer my data outside the UK and the European Economic Area?**

Our website hosting provider and its servers are located within the EEA, and consequently, we do not automatically transfer your data outside the EEA. If you are located outside the UK and the EEA and request sales follow-up from one of our partners in your region, we will then pass your contact details to the partner based on your explicit consent to do so.

#### **How does Wired Broadcast protect my information?**

We store all our data, including email, on physical servers located at our office premises. These serv-

ers are protected by passwords that are stored and managed by an enterprise password vault.

Our backup system is a physical drive located in a secure data centre and connected to our office by 256-bit encrypted VPN. We use a firewall to protect our network resources, which, together with all our office IT systems, are professionally managed and regularly updated to ensure that the latest security patches are installed. To check our systems, and to demonstrate our commitment to cyber security, we hold a Cyber Essentials certificate from the NCSC, the UK government's National Cyber Security Centre. You can check our certificate here: <https://www.cyberessentials.ncsc.gov.uk/cert-search/>

Our physical office premises are protected by a remotely-monitored intruder alarm and CCTV monitoring and recording.

In addition, Wired Broadcast's employees, partners, and service providers are subject to confidentiality agreements and may not disclose your personal data unlawfully.

You can also take steps to protect your data:

- Install anti-virus software, anti-spyware software, and a firewall. Keep them updated.
- Do not leave your devices unattended.
- Log off from your personal accounts when not using them.
- Keep your passwords strictly confidential and use strong passwords, avoiding obvious combinations of letters, numerals, and characters.
- Be alert online, and learn how to spot unusual activity, such as phishing emails requesting personal information.

#### **How long does Wired Broadcast retain my information?**

We are permitted to keep your personal data that is relevant only for as long as necessary for the purpose we initially required it, or unless a longer retention period is required by law (such as tax, legal, accounting, or other purposes). When we no longer have a valid reason to retain this information, we will delete it or archive it separately until it can be deleted.

#### **What age must I be to use Wired Broadcast's website?**

Wired Broadcast's website, products, and services are not directed to individuals under the age of 14, and we do not knowingly collect personal information from such individuals. If you become aware that a child has provided us with personal information, please contact us at [privacy@wiredbroadcast.com](mailto:privacy@wiredbroadcast.com). If we become aware that a child under the age of 14 has provided us with personal information, we will take steps to delete such information.

#### **What about privacy when I use external links?**

Our website, products, and services may contain links to other websites, and other websites may contain links to our website. We do not control those sites or their privacy practices, which may differ from those described in our Privacy Policy. We do not endorse or make any representations about third-party websites. The personal information you choose to give to unrelated parties is not covered by this Privacy Notice.

#### **What are my privacy rights?**

**Updating Your Information** If you would like to update personal information that you have provided to us, notify us by email, telephone, or post.

**Opt-out of marketing communications** You can opt-out of receiving marketing communications from Wired Broadcast. For email, click "unsubscribe" in any marketing email communications we send you. For other communications, send an email to [privacy@wiredbroadcast.com](mailto:privacy@wiredbroadcast.com). Please note that there may be a delay in implementing the opt-out while we update our systems, but this delay will not be unreasonable.

**Additional Rights for the EEA and Certain Other Territories** If you reside in territories such as the European Economic Area, you may have the right to exercise certain privacy rights available to you under applicable laws, such as the European General Data Protection Regulation (GDPR).

- Right not to provide consent or to withdraw con-

sent: We rely on your consent to process certain personal information. In these cases, you have the right not to provide your consent or to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal.

- Right of access: You may have the right to access personal information we hold about you. Your request for access is known as a Subject Access Request.
- Right of erasure: In some circumstances, you may have the right to erasure of personal data we hold about you (such as, if it is no longer necessary for the purposes for which it was first collected).
- Right to data portability: If you request that we transfer your personal data to you or a third party, we will provide the data in a commonly readable file format such as CSV.
- Right to object to processing: You may have the right to request that Wired Broadcast stop processing your personal information and stop sending you marketing communications.
- Right to rectification: You may have the right to require us to correct any inaccurate or incomplete personal information.
- Right to restrict processing: You may have the right to request that we restrict processing of your personal information, such as, if you believe such information is not accurate or held lawfully.

If you would like to exercise any of the above rights, please contact our Data Privacy Officer at [privacy@wiredbroadcast.com](mailto:privacy@wiredbroadcast.com) so that we may consider your request under applicable law. To protect your privacy and security, we may take steps to verify your identity to before complying with the request.

#### **How can I contact Wired Broadcast about data privacy-related matters?**

You can send email to Wired Broadcast's Data Privacy Officer at [privacy@wiredbroadcast.com](mailto:privacy@wiredbroadcast.com).

You can also write to us by post or telephone us at:

Wired Broadcast Ltd  
Berol House, 25 Ashley Road, London N17 9LJ

+44 (0) 20 3376 7710

