

SMART DRIVER CLUB LIMITED
STONEACRE CONNECT
APPLICATION FORM

WHAT IS THIS FORM FOR?

- 1.1 This form relates to the registration of your details as a member of the Stoneacre Connect membership. It is provided to you on behalf of Smart Driver Club Limited ("us", "we", "Our" or "Smartdriverclub"). We supply the software and data processing services required to provide you the membership benefits.
- 1.2 By signing this form, you will complete your enrolment as a member of the Smartdriverclub and you will then be entitled to the various services and membership benefits outlined in the attached terms and conditions and privacy policy.
- 1.3 By signing this form, you are also confirming to us that you agree to the terms and conditions for the duration of the contract. The contract is made on a rolling monthly basis subject to cancellation charges as detailed in clause 14.
- 1.4 Your attention is also drawn to our privacy policy, enclosed with this form.
- 1.5 Please read the attached terms and our privacy policy carefully before signing this form and handing it back to your dealer.

I agree to the terms and condition

Print name.....

Signed

Date.....

IMPORTANT - PLEASE READ

As part of your membership benefits you will receive offers from third parties relevant to your vehicle based on the information we hold about your vehicle and your driving, such as special insurance deals for good driving, vehicle service or repair offers based on the condition or mileage of your vehicle, or finance offers (Membership Benefits). We would like to send you details of Membership Benefits by email and text, but we need your consent to do this. To make the most of your membership please tell us whether you are happy for us to send you Membership Offers by email and/or text by ticking the relevant boxes below:

	Insurance	Finance	Service & Repairs
By email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
By text:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For further information please read our Privacy Policy.

**SMART DRIVER CLUB LIMITED
STONEACRE CONNECT**

TERMS AND CONDITIONS AND PRIVACY POLICY

1 APPLICATION OF THESE TERMS

- 1.1 These terms apply between you, the customer, and Smartdriverclub, in addition to any terms that apply between you and your car dealer.
- 1.2 Smart Driver Club Limited, a company registered in England and Wales under company number 09706245 with its registered office at Timsons Business Centre, Bath Road, Kettering, Northamptonshire, England, NN16 8NQ. ("Smartdriverclub", "We", "Us", "Our").
- 1.3 We supply the Telematics device ("Smartplug") that will be installed into your vehicle upon your enrolment as a member of Stoneacre Connect, and we supply the software through which Stoneacre Connect services are made available. These terms therefore govern your use of our devices and our software and the services listed below.
- 1.4 These terms also explain what data we collect about you and your vehicle and how we use it in order to provide the services associated with membership of Stoneacre Connect. We will be responsible for ensuring we protect your personal data, details of how we will do this are set out in this privacy policy.
- 1.5 By installing your Smartplug, or having your Smartplug device installed, you are agreeing to these Terms and Conditions.

2 MEMBERSHIP SERVICES AND BENEFITS

- 2.1 The services we will provide to you as a member of Stoneacre Connect, the information we may collect from you and the carefully selected partners who will process your data on our behalf in order to provide such services are as follows:
 - 2.1.1 **Theft** - In order to track and potentially recover your vehicle, at your request we will share your personal details, your vehicles details and your vehicle's location with Action 365 and the police force that provided you with a PCRN number (crime reference) when you reported the theft.
 - 2.1.2 **Crash** - Crash assistance allows us to detect possible accidents and where the accident is severe, to contact you and in some cases the emergency services when we believe you could have sustained serious injury. To do this we will collect your personal details, your vehicle details, your location and the details of your ICE contacts. This service is provided through Action 365 who will process your data on our behalf in order to provide this service.
 - 2.1.3 **Breakdown Assistance** – Get direct access to your current breakdown provider or if you don't have breakdown cover we can connect you to a provider for immediate cover. To do this we will collect your name, your vehicle registration and vehicle type details, the current health status of your vehicle and your location. We will pass this information to the breakdown provider which will allow your provider to send the right breakdown assistance to your exact location and advise the engineer of the vehicle's malfunction in advance to

assess the need for repair or recovery.

- 2.1.4 **My Mechanic** - My Mechanic allows us to notify you and your vehicle dealership of a fault with the vehicle or a low battery, often before it becomes apparent, helping to prevent repair bills that could become costly when left. To do this we will collect the current health status of your vehicle and our technical team will be notified of any issues in order to assist you.
- 2.1.5 **My Deals** - As part of your membership to Stoneacre Connect, we may provide you with offers from a number of third parties that have supplied special offers and discounts. We will try to tailor these offers specifically to you and your vehicle. For example, if we can detect that your tyres are worn or have developed a slow puncture, we may be able to provide you with a discount from your vehicle dealer or an alternative provider. To do this we will collect your vehicle health status, current mileage, vehicle registration details, vehicle type details and location.
- 2.1.6 **Where did I Park** - When you request it, we'll provide you with your vehicle's last known location, because there's nothing more frustrating than losing your car. To do this we will collect your location. This information will not be shared with anyone other than those specified within this privacy policy.
- 2.1.7 **My Insurance** - Smartdriverclubs wholly owned subsidiary, Smart Driver Insurance Limited or its Insurance Partners to which it is affiliated, may use your personal details, your vehicle details and details on how and where you drive to provide you with an estimated insurance premium around the anniversary of your motor insurance renewal.
- 2.1.8 **My driving** – My driving allows you to monitor your vehicle usage and efficiency with individual trip data and fuel consumption information. To do this we will collect your vehicle details and your location.
- 2.1.9 **Business Miles** – Business Miles allows you to record your personal vs business mileage and allows you to download this information directly into an expense form.
- 2.1.10 **On The Move** – On The Move lets you keep track of your cars location whilst you're away, by notifying you of movement.
- 2.1.11 **Tax and MOT** – We'll let you know when your Tax and MOT are due, so you'll never miss these important dates again.

3 TERMS OF USE APPLICABLE TO TELEMATICS DEVICES

You acknowledge that the Smartplug that will be installed in your vehicle by Stoneacre when you enrol to become a member of Stoneacre Connect is our exclusive property. You must not tamper or interfere with the device without our consent or the consent of your dealer.

If you terminate your membership of Stoneacre Connect, we shall turn off the data feed from your Smartplug and to your account. We shall be entitled but not obliged to remove the device from your vehicle. We will ask you to remove the device and return it to us or return to your dealership. We will notify you of the applicable fee, if any, when you advise us that you are cancelling the service. Please refer to section 14 below for further details on cancellation. You may also request that Stoneacre removes the device, however as the data feed will have been turned off, removal of the device will not normally be necessary unless a fee for a non-returned device is applicable.

4 TERMS APPLICABLE TO USE OF SMART DRIVER CLUB SOFTWARE

The information and services provided to members of Stoneacre Connect are made available through a members' portal ("Viewpoint") hosted by us and through device software made available by us to install on your devices such as your Smartphone Application. Membership of Stoneacre Connect entitles you to a non-exclusive license to use such software for this purpose. Whilst we make every effort to ensure that our software is reliable and user friendly, we do not warrant that it will run un-interrupted or error free. Additional terms and conditions may apply to the use of the software which you will be required to agree to when you install or use it.

5 MONTHLY FEES

Where monthly fees have been agreed, it is your responsibility to ensure that each monthly payment is made.

If you are having trouble making payments, please contact Stoneacre Connect immediately on 0333 772 0489.

Failure to meet monthly payments when due will result in the cancellation of the Stoneacre Connect services and may result in any outstanding monies owed being passed to a debt recovery agency.

6 CANCELLATION OF YOUR SMART DRIVER CLUB MEMBERSHIP

6.1 If you have paid for your membership you have the right to cancel your membership at any time but please note the following conditions will apply:

6.1.1 If you cancel within the 14 days' cooling off period commencing on the date of the contract or of receipt of the Smartplug (whichever date is the latter) and you return the Smartplug to us in full working condition, we will provide you with a full refund of monies paid. To exercise your right to cancel, you must inform us (using the contact details below) of your decision to cancel by a clear statement. You may use the attached model cancellation form but it is not

obligatory.

We may make a deduction from the reimbursement for any loss in value of the Smartplug if it is returned and is not in full working condition, which could amount to the full amount of the refund.

- 6.1.2 If you cancel outside of the 14 days' cooling off period, you will be charged a cancellation fee of £10.00 including VAT. However, if you return the Smartplug to us, this cancellation fee will not be charged.
 - 6.1.3 As an alternative to cancellation, you shall be free to move your membership to an alternative vehicle subject to our prior consent. Please contact us if you would like to know more.
- 6.2 If you have been given your Stoneacre membership for free, you have the right to cancel your membership at anytime but please note the following conditions will apply:
- 6.2.1 To exercise your right to cancel, you must inform us (using the contact details below) of your decision to cancel by a clear statement. You may use the attached model cancellation form but it is not obligatory. We may make a charge for any loss of value in the smartplug if it is returned and is not in full working condition.
 - 6.2.2 As an alternative to cancellation, you shall be free to move your membership to an alternative vehicle subject to our prior consent, please contact us if you would like to know more.
- 6.3 Stoneacre Connect has the right to cancel your membership at any time after expiry of the 14 days cooling off period if you fail to pay us any payments when due or if you are in breach of any of these terms. 14 days' notice will be given to you and a cancellation fee may be payable.

7 CHANGES TO YOUR PERSONAL DETAILS

Changes to your personal details such as your address or change of vehicle should be notified to Stoneacre Connect immediately. This must be done by contacting Smartdriverclub on 01405 744192.

8 COMPLAINTS

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Telephone number: 0333 772 0489

E-mail: devicequality@Smartdriverclub.co.uk

Address: Stoneacre Connect/ Smart Driver Club Limited, Arena Building, 25 Barnes Wallis Road, Fareham, Hampshire, PO15 5TT

9 CONTACT

If you wish to contact us for any other reason, our full postal address and contact details are as follows:

Telephone Number: 0333 772 0489

Email: helpdesk@smartdriverclub.co.uk

Address: Stoneacre Connect / Smart Driver Club Limited, Arena Building 25 Barnes Wallis Road, Fareham, Hampshire, PO15 5TT

EDITION DATE: MAY 2018 VERSION 2.3

MODEL CANCELLATION FORM

To: Stoneacre Connect Smart Driver Club Limited, Arena Building 25 Barnes Wallis Road,
Fareham, Hampshire, PO15 5TT Email: helpdesk@smartdriverclub.co.uk

I [*] hereby give notice that I [*] cancel my [*] contract of membership of the Stoneacre Connect Club.

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

SMART DRIVER CLUB PRIVACY POLICY

1 INTRODUCTION AND DEFINITIONS

We are committed to protecting and respecting your privacy. The following sections set out more detail about the information we collect and how we process and protect it. We are required to provide you with this information to comply with our obligations as a data controller. For the purposes of this policy the data controller is Smart Driver Club Limited. Smart Driver Club Limited, registered under ICO on number ZA143369, ("**we**", "**our**" and "**us**") is committed to protecting and respecting your privacy. This notice (along with any contract you have with us) tells you how we process your personal data. The following sections set out more detail about the information we collect and how we process and protect it.

If you have questions about correcting or deleting your personal data please refer to sections [*]] and [*] below.

References in this policy to "**data protection law**" mean (as applicable) the General Data Protection Regulation (Regulation (EU) 2016/679) and all related and successor data protection legislation having effect in the United Kingdom from time to time.

2 OUR DETAILS

- 2.1 The data controller is Smart Driver Club Limited, a company registered in England and Wales with company number 09706245, having its registered offices at Timsons Business Centre, Bath Road, Kettering, Northants, England, NN16 8NQ and operating from 25 Barnes Wallis Road, Fareham, PO15 5TT.
- 2.2 Our data protection officer is Samantha Billing, who can be contacted at sam@smartdriverclub.co.uk

3 WHAT INFORMATION DO WE PROCESS ?

- 3.1 **Information we receive about you directly.** You may give information about yourself to us when you apply to become a member of Stoneacre Connect, by completing application forms for Stoneacre Connect membership, or giving information in another format such as, over the telephone. The information we collect about you in this way may include your name, address, e-mail address and phone number, vehicle make, model and registration number, and other information referred to on the application form.
- 3.2 **Information we receive about you from dealers.** You may give information about yourself to Stoneacre when you apply to be a member of Stoneacre Connect, that information will be shared with us by Stoneacre. The information we collect in this way may include your name, address, e-mail address and phone number, vehicle make,

model and registration number, and other information referred to on the application form.

- 3.3 **Information you give us.** We may collect certain information provided directly by you via the Stoneacre Connect App available via our website, or via the Viewpoint application or when you correspond with us directly by phone, e-mail or otherwise. This may include contact details of friends or next of kin to contact in cases of emergency.
- 3.4 **Information we collect from third parties.** We may work with carefully selected third parties in relation to the services provided or offered to you as a member of the Stoneacre Connect Club (for example, banks and finance providers, insurance companies and insurance services providers, breakdown and crash assistance service providers, theft tracking service providers as well as your vehicle dealer). We may receive information about you from such third parties and we may aggregate this with the information we already hold about you and other information we collect about you.
- 3.5 **Information we collect about your vehicle.** When you become a member of the Stoneacre Connect Club, you are agreeing to have a Smartplug, supplied by us, installed in your vehicle at all times. The Smartplug uses GPS, an accelerometer and other technology to record information about how, where and when the vehicle is being driven. We collect this information, and aggregate it with other information collected by us. Examples of the type of information we collect from the Smartplug include: data from the mass air flow sensor, which helps us to calculate fuel efficiency; and diagnostic fault codes, which help explain why the vehicle's check engine light came on, or provide information about your vehicle's operation. We request your vehicle identification number so that we can provide you with more precise feedback based on your specific vehicle make and sub model. We collect information on the location of your vehicle, including your trip route and the parked location of your vehicle. The fuel cost associated with that route, and the length of time that a particular route takes to drive. Parked vehicle location information enables the app feature that helps you to find your parked vehicle. The hardware uses (GPS, Wi-Fi, cell tower triangulation) to record its location as you drive.
- 3.6 **Website Usage.** We may also collect technical information about your usage of the Viewpoint web portal and app, such as the number of times you log in, which pages you visit, and which services you use.

4 HOW DO WE PROCESS YOUR PERSONAL INFORMATION?

- 4.1 We use information held about you in the following ways:
- 4.1.1 to provide you with useful information, via Viewpoint, about your vehicle and your driving habits. For example, we might use data collected on hard braking, hard acceleration, and speed, time of driving and road type to provide you with insight into your driving style that can help you save on fuel and vehicle wear

and tear, to notify you that your battery is due to run out or that based on your mileage a service is now due on the vehicle;

- 4.1.2 to provide you with the services listed in the Stoneacre Connect membership terms and conditions above and to notify you about changes to our service;
 - 4.1.3 to contact you and to ensure that the information we hold about you remains up to date. For example, if we notice that your vehicle is no longer parked overnight at your registered address and this continues for a period of time, we may contact you to check whether you have sold the vehicle;
 - 4.1.4 to ensure that the information we provide to you is presented in the most effective manner for you and for your computer or device;
 - 4.1.5 to undertake market research, product development and for statistical purposes to develop and improve the services which we offer; and
 - 4.1.6 to provide you with offers on motor insurance with premiums tailored to your driving style.
- 4.2 We may also use the information we hold:
- 4.2.1 to provide Stoneacre Connect or third party service providers whose services you have chosen to receive with relevant information to enable them to provide the selected service. For example, if you have elected to receive a theft tracking service, by giving notice that your car has been stolen, we will provide location data about your vehicle obtained from the Smartplug to the theft tracking service provider. If you have elected to receive a crash assistance service, and data from the Smartplug indicates that your vehicle has been involved in a crash, we will provide that information to the crash assistance service provider; if the vehicle breaks down we will provide that information to your breakdown provider.
 - 4.2.2 to provide you, or permit third parties to provide you, with offers of goods or services relevant to your vehicle. Principally such offers will relate to breakdown assistance services, vehicle insurance, trade in offers and new vehicle finance offers and they will be tailored offers based on the information we hold). Such offers will be made available to you through Viewpoint and web portal. Very occasionally (but not on a regular basis), we or such selected third parties, may also contact you with such offers by email, text message or phone or post. We will only contact you by email or text message if you have consented to receiving offers by these means. These offers are part of the service offering that you agree to by enrolling as a member of the Stoneacre Connect. If you wish to opt out of receiving, you can do so by cancelling your membership of the Smartdriverclub. You may do this by contacting us directly using the contact details provided in our membership terms and conditions.
- 4.3 In Case of Emergency contact details ("ICE"): if you have provided us with contact details of friends or next of kin to contact in the event of an emergency, we will use

those contact details only for that purpose and otherwise in accordance with your instructions. We will not use next of kin contact details for marketing or any other purposes.

- 4.4 Use of aggregated, anonymised data: We anonymize data to create interesting insights. We use aggregated, anonymized data to do research on driving patterns and vehicle performance. We may also create and sell industry reports - for example the most common engine problems for different car brands. These reports are based on aggregated and anonymized data—they will never contain any of your personally identifying information.

5 WHAT ARE THE LEGALS GROUNDS FOR PROCESSING YOUR INFORMATION?

- 5.1 Under data protection law we are only allowed to process your personal data if we have a legal ground to do so, and we must tell you what those legal grounds are. We are processing your data on the following grounds:

5.1.1 In most cases, we process your personal information because the processing is necessary for the performance of a contract between you and us. This includes where you have instructed us to take some pre-contractual steps (such as sending you information about our products) prior to us formalising the contract.

5.1.2 In some cases we also process your personal information because you have consented to the processing - for example, contacting you with special membership offers by email or text.

5.1.3 We have a legitimate interest in performing the processing and, in accordance with our obligations under data protection law, we have carefully weighed up your interests and fundamental rights and freedoms against our interest to process your information and we are satisfied that we are justified in processing your information for this purpose. We rely on this ground where, for example, we send you details of special membership offers by phone or by post, or where we keep details of transactions for record keeping purposes, which might be needed for a period of time after the contract has ended.

5.1.4 The processing is necessary for us to comply with our legal obligations, including in relation to keeping tax and accounting records.

6 WHO IS YOUR INFORMATION SHARED WITH?

- 6.1 Except as explained in this Privacy Policy or in agreements with our customers Stoneacre Connect will not sell, license or share information that individually identifies our customers or people using our services with others that are not performing work on behalf of Stoneacre Connect without the consent of the person whose information will be shared unless we are required or permitted to do so by law.

- 6.2 The following are our data processors for the club services. These are carefully selected partners who along with Stoneacre Connect and Smart Driver Club Limited will process your data to provide our services:
- 6.2.1 CalAmp – CalAmp may process telematics data to provide the Smartdriverclub services.
 - 6.2.2 Trakm8 – Trakm8 may process telematics data to provide the Smartdriverclub services.
 - 6.2.3 Smart Driver Insurance Limited – Our underwriters and Insurance Partners, who can provide us with motor insurance premiums to offer our customers
 - 6.2.4 Action 365 Limited – Action 365 Limited will process your personal data to provide the Smartdriverclub service on our behalf
 - 6.2.5 Stoneacre – May have access to your data in order to administer aspects of your membership, including servicing, my deals, my mechanic and crash assistance
 - 6.2.6 EMaC Limited – may have access to your data to administer aspects of your membership including servicing
 - 6.2.7 Book My Garage (Motorists Organisation) - Book My Garage (Motorists Organisation) and other mechanical service providers can provide the user with approved Mechanics details relevant to their vehicle and location.
- 6.3 We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
- 6.4 We may disclose your personal information to third parties:
- 6.4.1 if we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
 - 6.4.2 if Stoneacre Connect or Smart Driver Club Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- 6.5 We may share your personal information with third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation.
- 6.6 Our third party website hosting provider, and the support service providers we use to update maintain our website and IT systems may have access to your personal data if they are required to access our systems to troubleshoot problems or provide support. All third parties that we work with for IT purposes are subject to obligations of confidentiality.

7 WHERE WE STORE YOUR INFORMATION

- 7.1 All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site or Viewpoint, you are responsible for keeping this password confidential.

We ask you not to share a password with anyone.

- 7.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. To minimise the risk of your data being compromised whilst it is transmitted via the internet, all our sites used secure HTTPS encryption.
- 7.3 Whilst we operate principally in the UK, it is possible that the data that we collect from you may be transferred to, and stored on servers at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers.
- 7.4 We will take all steps required by data protection laws to ensure that adequate safeguards are put into place to protect your personal data if it is sent outside the EEA. In some cases, this will include membership of the US Privacy Shield (such as when we store data on third party servers). In other cases we will execute model contract clauses with the third parties that we share data with.

8 DURATION OF PROCESSING

- 8.1 We only keep your information for so long as it is reasonably necessary. When setting our data retention periods, we consider the amount, nature, and sensitivity of the information we hold, the potential risk of harm from unauthorised use or disclosure of the information and the purposes for which we process the information (including whether we can achieve those purposes by other means). We also take into account our other legal obligations to keep or securely dispose of personal information.
- 8.2 Generally speaking, we retain copies of your membership details and any contract you have with us for at least six years after the date on which you cease to be a member.
- 8.3 If you have subscribed to our newsletter or marketing lists, we will retain your details until you tell us that you no longer want to receive communications from us. However, if you have not read or responded to any of our emails for a long while, we may ask you to confirm if you want to continue hearing from us and if you do not respond, we may remove you from our mailing lists sooner.

9 COOKIES AND LINKS

- 9.1 Viewpoint and our websites including, but not limited to stoneacre.smartdriverclub.co.uk, smartdriverclub.co.uk and smartdriverclubinsurance.co.uk set cookies that are stored on your computer, and which are sent back to our websites throughout your browsing session. These cookies help us to identify you so that you remain logged in to your account throughout your browsing session on the portal. Your computer may send some cookies to our websites when you return to them or subsequently log in. These persistent cookies allow us to

remember your site preferences, and provide you with a good experience when you browse the portal. Cookies also allow us to improve the portal. If you wish you can disable the use of cookies in your browser, but then you will lose the ability to use some of the features and functionality of the portal.

- 9.2 Our App, Viewpoint and our other websites may, from time to time, contain links to and from the websites of our partners or third party service providers. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

10 YOUR RIGHTS

- 10.1 Under data protection law you have the following rights:

10.1.1 if we are processing your data on the basis of your consent then you have the right to withdraw that consent at any time. Consent can be withdrawn by notifying us using the details set out in section 12 below. The lawfulness of our historic processing based on your consent will not be retrospectively affected by your withdrawal of consent;

10.1.2 the right to access a copy of your information which we hold. This is called a 'subject access request'. Additional details on how to exercise this right are set out in section 11 below;

10.1.3 the right to prevent us processing your information for direct marketing purposes. You can also exercise the right at any time by contacting us using the details set out in section 12 below;

10.1.4 the right to object to decisions being made about you by automated means. We will inform you if your information is subject to automated processing; Some of the offers you receive from us or selected third parties may be based on algorithms that take into account your driving style and behaviour.

10.1.5 the right to object to us processing your personal information in certain other situations;

10.1.6 the right, in certain circumstances, to have your information rectified, blocked, erased or destroyed if it is inaccurate; and

10.1.7 the right, in certain circumstances, to claim compensation for damages caused by us breaching data protection law.

10.1.8 in certain circumstances, the right to request the information we hold on you in a machine readable format so that you can transfer it to other services.

- 10.2 You also have the general right to complain to us (in the first instance) and to the Information Commissioner's Office (if you are not satisfied by our response) if you have any concerns about how we hold and process your information. Our contact details are

set out in section 12 below. The Information Commissioner's Office website is www.ico.org.uk.

- 10.3 For further information on your rights under data protection law and how to exercise them, you can contact Citizens Advice Bureau (www.citizensadvice.org.uk) or the Information Commissioner's Office (www.ico.org.uk).

11 ACCESS TO INFORMATION

- 11.1 Under data protection law you can exercise your right of access by making a written request to receive copies of some of the information we hold on you. You must send us proof of your identity, or proof of authority if making the request on behalf of someone else, before we can supply the information to you. Requests should be sent to us using the contact details in section 12 below.
- 11.2 You will not have to pay a fee unless you are requesting copies of documents you already possess, in which case we may charge our reasonable administrative costs. We will also be allowed to charge you for our reasonable administrative costs in collating and providing you with details of the requested information which we hold about you if your request is clearly unfounded or excessive. In very limited circumstances, we are also entitled to refuse to comply with your request if it is particularly onerous

12 CONTACT DETAILS

- 12.1 If you wish to contact us about any of the matters referred to in this privacy policy please contact us by post at the following address: Stoneacre Connect, Smart Driver Club, Data Protection Officer, 25 Barnes Wallis Road, Fareham, PO15 5TT or by email to: sam@smartdriverclub.co.uk

13 CHANGES TO OUR PRIVACY POLICY

- 13.1 Any changes we may make to our privacy policy in the future will be posted on Viewpoint web portal and app and, where appropriate, notified to you. Please check back frequently to see any updates or changes to our privacy policy. This privacy policy was last updated in May 2018.