



## Hylink UK May 2018 Privacy Policy updates

### PRIVACY POLICY

At Hylink, we are committed to maintaining the trust and confidence of our visitors to our web site. In particular, we want you to know that Hylink is not in the business of selling, renting or trading email lists with other companies and businesses for marketing purposes. We just don't do that sort of thing. But just in case you don't believe us, in this Privacy Policy, we've provided lots of detailed information on when and why we collect your personal information, how we use it, and how we keep it secure.

The Privacy Policy below discloses our practices regarding information collection and usage solely for this Website, operated by Hylink Digital Solutions. This privacy policy does not apply to any other website, our affiliates or clients. By using and visiting our Website and by submitting your personally identifying information to us, you accept our use of your information in the terms set hereby. If you do not agree to this privacy policy, you may not continue to use the Website and exit immediately.

We respect and we are strongly committed to protecting the privacy of the users of our Website and we recognise that when you choose to provide us with information about yourself, you trust us to act in a responsible manner with that information and to use it in the ordinary course of business.

We reserve the right to change or modify portions from this privacy policy at any time. However, if we plan to use personally identifying information in a way that materially differs from this privacy policy, we will post such changes here. You are encouraged to review this privacy policy from time to time.

#### Who are Hylink?

www.hylink.co.uk is the website operated and run by Hylink (UK) Digital Solution Limited, henceforth referred to as 'We', 'Us', 'the Company' and 'Our'. We are a registered Limited Company, 10608545, and our main trading address and office is located at Floor 25, The Shard, 32 London Bridge Street, SE1 9SG

#### Personal Information

We only collect and store personally identifying information that you voluntarily provide to our Website. This information may include your name, address, email address, telephone number, and any other information relevant to the business reason for providing such information. Generally, you may provide us with this information through our contact pages, by email, by seeking employment with us, or some other means.

If you decide to provide your personal information, the Company will only retain and use this information in a way that is appropriate to fulfill your requests or for Company's other legitimate business purposes. Personal information collected through our Website is stored in secure operating environments that are not available to the public. Only those employees who need access to personal information in order to do their jobs are allowed to access, each having confidentiality obligations.

We may transfer the personal information we collect about you to recipients in countries other than the country in which the information originally was collected, but the Company will use commercially reasonable efforts to protect your personal information from unauthorised disclosure, destruction,



loss or misuse. However, due to the inherent open nature of the Internet, we cannot ensure or warrant the security of any information provided online.

#### How We Use Information

Information collected is used only to improve the relationship between the Company and its clients.

Contact information will be utilised to maintain contact and this contact may be ignored by the client if they so desire.

#### *How we will use your personal information:*

- To respond to specific queries you may raise regarding Hylink and its services;

#### *Legal basis for processing:*

- Consent, we only use your personal information for this purpose if you have asked us to do so. You can withdraw your consent at any time.

#### *How we will use your personal information:*

- To process and consider your job application;

#### *Legal basis for processing:*

- Our legitimate interests, we use your personal information to assess your job application, and to keep you updated throughout the application process.

#### Disclosure

The Company will disclose, at its sole discretion, any information in the following cases:

- To comply with any applicable law, government request or legal process
- To cooperate with law enforcement and other third parties in investigating a claim of fraud, illegal activity, or infringement of intellectual property rights
- To protect the rights, property or legitimate business interests of the Company or a third party

We will not be liable for disclosures of your data due to errors or unauthorised acts of third parties.

#### Usage Information

We may automatically collect certain non-personally identifying information about you through your use of the Website, such as the type of browser or device operating system you use, the website that linked you to our Website, the time you spend and the pages you view on the Website. We may also gather information collected from Website visitors, such as the number of users in a particular region.

Generally, this information is collected through "traffic data" which collect and store certain other information automatically whenever you interact with our Website.

This information is only used to analyse and improve our Website.

#### Your rights

We will inform you (before collecting your data) if we intend to use your data for marketing purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [hello@hylink.co.uk](mailto:hello@hylink.co.uk).

#### Access To Your Data



You are entitled to view, amend, or delete the personal information that we hold. Email your request to Ben Taylor at [hello@hylink.co.uk](mailto:hello@hylink.co.uk).

#### Data Retention

When you contact us through the website, we will safely store your information for our records unless and until you ask us to delete this information.

#### Use of Cookies

We may use non-personal user information obtained from cookies or similar technology for the purpose of facilitating and enhancing your communication and interaction with the Website.

Cookies are text files containing small amounts of information which we download onto your computer/device when you visit our Website. They have a unique and anonymous number and do not contain any personal information about you. It cannot be used to identify any individual user. We may use Google Analytics and other third party analytics companies to analyze the usage of our Website, each of whom may use cookies and other tracking mechanisms to collect such data. This information will be used to help us estimate the number of visitors to the Website and to ensure that the service is available when you want it.

The information gathered by the cookies about your use of the Website may be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your activity in the Website and will collect and use information for such purpose pursuant to its own policies. We are not responsible for the policies or acts of Google. For more information on how Google Analytics processes this information, visit [www.google.com/analytics](http://www.google.com/analytics) . If you want to restrict or stop the placement of cookies, please refer to and adjust your web browser preferences. By doing this, you may not be able to access certain areas or features of our Website, or some of its functionalities may be affected.

The information gathered will be used solely for the purposes of:

- Record your use of the Website
- Diagnose problems and improve the Website
- For other legitimate business purposes of the Company
- The information will not be used by the Company to examine other Websites visited by you before or after your using of our Website.

#### Third Party Websites

Our Website may contain links to third party sites which we do not operate or own. These websites may use cookies and collect your personally identifying information in accordance with their own privacy policies. This privacy policy does not apply to third party websites and we are not responsible for them, including without limitation, their privacy practices, the content found on such websites or the way they handle your information. When you link away from our Website, you do so at your own risk. We encourage you to read the policies, terms and conditions of every website you visit. Hylink Digital Solutions is only responsible for the information and personal identifying information we collect from you in any authorised use of this Website or other sources in the ordinary course of business.



We may also integrate social networking services into the Website. You understand that we do not control such services and are not liable for the way in which they operate. While we may provide you with the ability to use such services in connection with our Website, we are relying upon those third party services to operate properly and fairly. We have no responsibility on the way they work. You should be aware that the information you voluntarily decide to transmit online in a publicly accessible blog, social network or otherwise online, may be viewed and used by others. We are unable to control such uses of your personally identifying information, and by using such services and providing such information you assume the risk that it may be viewed and used by other users or third parties.

#### Disputes

If any Disputes arises concerning the use or misuse of any of the information provided by you to our Company through our Website, refer to the Terms and Conditions set hereby. You also have the right to complain to the ICO if you think there is a problem with the way we are handling data.

#### Contact us

Floor 25  
The Shard  
32 London Bridge Street  
London SE1 9SG  
hello@hylink.co.uk

Last updated 24rd May 2018.

#### TERMS AND CONDITIONS

Welcome to [www.hylink.co.uk](http://www.hylink.co.uk) ("The Website"). This Website and its "Content" (any textual, visual or aural content incorporated herein) is owned and operated by Hylink (UK) Digital Solution ("The Company").

Please read these Terms and Conditions of use carefully before using our Website.

This Website contains standard Terms and Conditions which shall govern your use of it. These Terms apply in full force and effect to your use of the Website and by using this Website you expressly accept all the Terms and Conditions herein. If you do not agree to these Terms, do not continue using the Website and exit immediately.

We reserve the right to modify or amend the Terms and Conditions from time to time without notice. The continued use of the Website after those changes to any of these Terms means that you accept those changes.

#### Correct Use

Hylink Digital Solutions' Website is provided for promotional and informational purposes only. This Website is not meant to be used for any unlawful, fraudulent, harassing, objectionable or other non-legitimate business purpose.



The Website may only be used for the intended purpose for which it was made available. You are authorised to access and view documents, audio and video available on the Website for personal, informational, and noncommercial purposes only.

No provision on the Terms and Conditions, or nothing contained on the Website grants to you any license or other right on any Content without the express written permission of the Company.

#### Intellectual Property Rights

Hylink Digital Solutions and / or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms and Conditions, for purposes of viewing the material contained on this Website.

##### a. Copyright and Ownership of the Content

The Website and all of the Content featured or displayed on the Website, including, without limitation to text, graphics, images, photographs, sound, and illustrations, and all related rights are owned and shall remain the exclusive property of Hylink Digital Solutions.

All elements of the Website, including and without limitation to the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights.

You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Website.

You are expressly restricted from all of the following:

- Publishing any Website material in any media
- Selling, sublicensing and/or showing any Website material
- Publicly performing and/or showing any Website material
- Using this Website in any way that is, or may be, damaging to this Website or the Company
- Using this Website in any way that impacts users access to this Website
- Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, to any person, the Company and/or its clients;
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website
- Using this Website to engage in any advertising or marketing

Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on this Website. The use of any material available on this Website on any other website or networked computer environment is prohibited.

You will not remove any copyright, trademark or other proprietary notices from material found on these Website.

##### b. Trademarks



All trademarks, trade names and logos used herein are trademarks or registered trademarks of Hylink Digital Solutions. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Company's trademarks in any way, without the Company's prior express written consent. The use of these trademarks on any other website is not allowed.

## 2. Updated Information

We attempt to ensure that all information on this Website is complete, accurate and current, such as news, clients, job posting offers and other related details we estimate relevant to share in the Website.

## 3. Unauthorised Use

You are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or that violates any law. These actions may subject the sender to civil and criminal penalties.

Sending unsolicited email advertisements to any user of the Website or in the Website is expressly prohibited by these Terms and Conditions.

The access to the Website by other than ordinary means, such as, but not limited to robot, spider, scraper or other automated means of access for any purpose, without the Company's express written permission is forbidden.

In addition to any remedies that we may have at law or in equity, if we determine, that you have violated or are likely to violate one or more of these prohibitions, we may take all the actions we deem necessary to cure or prevent such violation. We will fully cooperate with any law enforcement authorities or court order directing us to disclose the identity of anyone posting such materials.

### No warranties

This Website is provided "as is" without any warranties or representation of any kind and Hylink Digital Solutions makes no express or implied representations or warranties related to the information or materials contained on this Website.

Neither the Company warrants that the functions contained in this Website will be uninterrupted or without errors; that such errors will be corrected; that the Website or any Content will always be available for use; that the server that makes the content available will be free of viruses or any other harmful component or that does not infringe the intellectual property rights of a third party.

### Limitation of Liability

The use of the Website is at your own risk and you agree that our sole commitment to you is to provide the Website "as is". Hylink Digital Solutions nor any of its employees, officers, directors, or any of its agents or any other party involved in creating, producing or delivering the Website and its Content shall be liable to you or to any third party, for your use of or inability to use the Website or its Content. In no event shall the Company be liable to you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of



profits, loss of data, computer crashes or other denials of services) product of the use, inability to use, or the results of use of the Website and/or its Content, and even if the Company knew or should have known of the possibility of such damages.

#### Digital Millennium Copyright Act (“DMCA”) Notice

In operating the Website, sometimes we may act as a "services provider" (as defined by “DMCA”) and offer services and links that redirects you to third party websites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using our Website. If you believe that any material available via our Website infringes a copyright, you should notify us using the notice procedure. We will respond expeditiously to remove or disable the access to any material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content.

You should address any infringement notices under the “DMCA” at [hello@hylinkgroup.com](mailto:hello@hylinkgroup.com). Providing the following information:

- Identify the copyrighted work or intellectual property that you claim has been infringed
- Identify the material on the Website that you claim is infringing, with enough detail so that we may locate it
- Provide a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law
- A statement by you declaring under penalty of perjury that the above information in your notice is accurate, and that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner
- Your address, telephone number, and email address
- Your physical or electronic signature.

#### Indemnification

You hereby indemnify to the fullest extent Hylink Digital Solutions, and its officers, directors, employees and other agents from and against any and all liabilities, costs demands, expenses, losses, causes of action, damages and other monetary payments (including, but not limited to attorney’s fees and disbursements) arising out of or in any way related to your breach of any of the provisions of these Terms and Conditions.

#### Applicable Laws

These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without regard to principles of conflict of laws.

#### Website Disputes

All Website disputes must be resolved through individual arbitration. You indicate your acceptance by continue using this Website and you waive any rights to maintain other available resolution processes such as court action, jury trial or any administrative process to settle a Website dispute.

The following are considered “Website disputes”:



- Any claim Hylink Digital Solutions may have against you in connection with the Website
- Any claim you may have against Hylink Digital Solutions in connection with the Website
- Any action to enforce the Terms and Conditions or to object them.

All other disputes are not considered Website disputes.

#### Severability

If any provision of these Terms and Conditions is found to be unenforceable or invalid under any applicable law, such provision shall be deleted without affecting the remaining provisions, and it shall not render the other Terms and Conditions unenforceable or invalid as a whole.

#### Termination

We may suspend or terminate your use of this Website at any time, for any reason or not reason. We can also block your access in the event that you breach any of the Terms and Conditions stipulated hereby and/or we suspect that your actions may cause financial loss or legal liability for you, other of our users or to the Company.

#### Entire Agreement

The Terms and Conditions established herein constitutes the entire agreement in relation to the use of this Website between the users and Hylink Digital Solutions and supersedes any prior agreement.