

Privacy Policy

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE FYGO APP.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, DO NOT DOWNLOAD OR USE THE FYGO APP.

1. WHO WE ARE?

This Privacy Policy, together with any User Document (together, the “**Agreement**”) constitute a legal agreement between you (“**customer**” or “**you**”) and Fygo Technologies Limited of Kemp House, 160 City Road, London EC1V 2NX, UK (“**Fygo**” or “**us**” or “**we**”) in relation to the Fygo App, the Fygo Website, the Partner Portal, and all other Fygo Services.

This Privacy Policy applies to your use of the Fygo App, the Fygo Website, the Partner Portal, and all other Fygo Services. This Privacy Policy and our other User Documents are available on our website at <https://www.fygo.co/legals/>.

By way of the End User Licence Agreement (<https://www.fygo.co/legals/>) Fygo has granted Fygo Users a non-exclusive, royalty-free licence to use and download the Fygo App. By way of the Partner Terms and Conditions (<https://www.fygo.co/legals/>) Fygo has granted Partners a non-exclusive, royalty-free license to use the Partner Portal and the Partner App.

To provide for your use of the Fygo App, the Fygo Website, the Partner Portal, the Partner App and all other Fygo Services and to promote our business, we will need to collect and process certain person information about you.

2. WHAT THIS PRIVACY POLICY DOES

- 2.1 This Privacy Policy explains what information we collect about you, why we collect that information, how we may use that information, and the steps we take to ensure that it is kept secure.
- 2.2 Please read the following carefully to understand our practices regarding your personal data and how we will treat it.
- 2.3 We, Fygo Technologies Limited, are the data controller of any personal data collected by us through your use of the Fygo App.

3. DATA PROTECTION OFFICER AND WITHDRAWING CONSENT

For more information on Fygo’s data protection policies, please see our Cookies Policy at <https://www.fygo.co/legals/>.

To discuss, complain, or enquire about Fygo’s use of personal data, please contact us by way of email at: privacy@fygo.co

- 3.1 You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues or other competent supervisory authority of an EU member state if the Fygo App is downloaded outside the UK.
- 3.2 Once you provide consent, you may change your mind and withdraw consent at any time by contacting our data protection officer but that will not affect the lawfulness of any processing carried out before you withdraw your consent.

4. DEFINITIONS

Fygo Account the Fygo App account in a Fygo User’s name, associated with the payment card(s) linked by the Fygo User, the log in and access to which is limited to that specific Fygo User

19 August 2021

Fygo App	the mobile application created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors with which a Fygo User may hold a Fygo Account to, for example and without limitation, earn Fygo Rewards
Fygo Offer	a promotional offer in the form of a cashback percentage (%) amount created and presented by Fygo on the Fygo App for a Fygo User, or several Fygo Users as the context may require, to generate, for example and without limitation, Fygo Rewards through the completion of Qualifying Transactions
Fygo Services	the features and benefits of the Fygo App and the Partner Portal and the Fygo Website and the Fygo App and all other Fygo services provided to a Fygo User and/or a Partner by Fygo Technologies Limited or their successors
Fygo Rewards	an amount shown in a Fygo User's Fygo App wallet screen generated subsequent to the completion of a Qualifying Transaction by a Fygo User which represents the amount that the Fygo User can claim in a cash reward from Fygo subject to the terms of the Fygo End User License Agreement (EULA)
Fygo Rewards System	the process and scheme through which Fygo Offers are created and presented and through which, for example and without limitation, Fygo Rewards are generated for Fygo Users
Fygo User	an individual who has created and keeps active a Fygo Account
Fygo Website	the online website available at https://www.fygo.co
Loyalty Scheme	the Fygo loyalty scheme operated by a Partner
Partner	a business that has been accepted by Fygo to hold an account on the Partner Portal and who continues to use the Partner Portal and/or other relevant Fygo goods, products and services and with whom Fygo Users may make Qualifying Transactions and Qualifying Transactions (Loyalty) to earn, for example and without limitation, Fygo Rewards
Partner App	the mobile application created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors which a Partner may download and use
Partner Portal	the website created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors with which a Partner may hold an account
Partner Terms and Conditions	the agreement between Fygo and a Partner as applicable in accordance with Section 1 ('THE PARTNER AGREEMENT') therein and setting out, amongst other things, the terms upon which Partners may use the Fygo Services
Privacy Review Date	the date on which this Privacy Policy will be reviewed
Qualifying Transaction	a purchase of goods or services made by a Fygo User from a Partner using a payment card linked to the Fygo App and for which a Fygo Offer applies
Qualifying Transaction (Loyalty)	a purchase of goods or services made by a Fygo User from a Partner using a payment card linked to the Fygo App and for which a Loyalty Scheme applies

19 August 2021

5. THE DATA WE COLLECT ABOUT FYGO USERS AND PARTNERS

5.1 We may collect, use, store and transfer different kinds of personal data about Fygo Users as follows:

- (a) Identity Data such as your name, date of birth, gender identity, address, nationality, and your friend connections on the Fygo App
- (b) Contact Data such as your personal email address, academic email address, and mobile phone number
- (c) Academic Information such as your educational institution, year of study and course length
- (d) Financial Data such as your bank name, sort code, and account number
- (e) Transaction Data such as the date, time, currency, card ID, location information, amount, the identity of the Partner, the nature of the purchase, the description of each transaction, and the method of payment (e.g. contactless, chip and pin), all relating to all of your purchases of goods and services as relating to the Fygo Rewards System
- (f) Technical Data including online identifiers such as internet protocol (IP) address, type of device you use, mobile network information, browser information, operating system, server logs, language, and Fygo App settings
- (g) Profile Data such as your Fygo App username and password, user credentials, your most used features, rewards redeemed using the Fygo App, preferences, feedback, user ID
- (h) Location Data including a unique identifier for your mobile device. In some instances, location information can be derived from your IP address or through your wi-fi connection

5.2 We may collect, use, store and transfer different categories of personal data about Partners as follows:

- (a) Identity Data such as your business contact/representative name, business contact/representative name at owning/parent business
- (b) Contact Data such as your work email address and phone number, work email address of owning/parent business
- (c) Business information such as the name of your owning/parent business
- (d) Account information such as your Partner Portal login email and password, user credentials, your most used features, feedback
- (e) Financial Data such as your bank name, sort code and account number
- (f) Technical Data including online identifiers such as internet protocol (IP) address, type of device you use, browser information, operating system, server logs, language, and Partner Portal or Partner App settings

the items in this Clause 5.2, together with the items in Clause 5.1 above, “**personal data**”.

6. AGGREGATED DATA AND PROFILING

6.1 You acknowledge that as part of Fygo’s processing of your personal data for the purposes of providing the Fygo App or Partner Portal or Partner App or other Fygo Services, Fygo may use profiling to analyse or predict aspects of your use, requirements or behaviour relating to the Fygo App or Partner Portal or Partner App or other Fygo Services to deliver you a best personalised service. This profiling does not result in automated decision making which would produce legal effects to you or would have any significant consequences.

- 6.2 You also acknowledge that we may collect, use, and share Aggregated Data (as defined below) such as statistical or demographic data for any purpose.
- 6.3 Whilst Aggregated Data may be derived from your personal data, Aggregated Data is not personal data in law as Aggregated Data cannot be used to determine your identity, either directly or indirectly (“Aggregated Data”).
- 6.4 An example of Fygo’s use of Aggregated Data is that Fygo may aggregate the transaction data of a Fygo User with the transaction data of other Fygo Users to determine the percentage of Fygo Users that purchase from a particular Partner, and the average spend with that Partner. This Aggregated Data may then be shared with that Partner.
- 6.5 However, if we combine or connect your Aggregated Data with your personal data so that it may directly or indirectly identify you, we will treat the combined data as personal data and the relevant terms of this Privacy Policy shall apply to the combined data.

7. SPECIAL DATA

We do not collect any Special Categories of personal data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

8. HOW WE COLLECT YOUR PERSONAL DATA

8.1 We will collect and process the following data about you:

- (a) **Information you give us.** This is information (including identity, contact, financial, and marketing and communications data) you consent to giving us about you by filling in forms on the Fygo App, Partner Portal, the Fygo Website, the Partner App or other Fygo Services, or by corresponding with us (for example, by email or using a digital communications feature). It includes information you provide when you register to use the Fygo App or Partner Portal or Partner App or other Fygo Services, download or register on the Fygo App or Partner Portal or Partner App or other Fygo Services (such as information collected in your on boarding forms), share data via the Fygo App, Partner Portal, Partner App, Fygo Website, or other Fygo Services’ social media functions, and when you report a problem with the Fygo App, Partner Portal, Partner App, the Fygo Website, or other Fygo Services.
- (b) **Information collected through your communications.** We collect the content of all communications between yourself and us, this may include the recording of any telephone calls.
- (c) **Information we collect about you and your device.** Each time you visit the Fygo Website, the Partner Portal, or use the Fygo App or the Partner App or other Fygo Services, we will automatically collect technical data and usage data. We collect this data using cookies and other similar technologies. Please see our cookie policy <https://www.fygo.co/legals> for further details.
- (d) **Location Data.** We also use GPS technology and/or your Transaction Data to determine the current location of Fygo Users. The Fygo App requires access to your location data to provide you with details and offers at a proximate Partner.
- (e) **Information we receive from other sources** including third parties and publicly available sources. We will receive personal data about you from various third parties and public sources as set out below:
 - (i) analytics providers such as Google and Facebook. Fygo will access the transaction data and financial data of Fygo Users through our data service provider, Fidel Limited;
 - (ii) the third-party account provider used to login into the Fygo App, including Facebook, and/or Apple;

- (iii) in relation to Fygo User's, contact, financial and transaction data from providers of technical, payment and delivery services such as your bank; and
- (iv) identity and contact data provided by your educational establishment to verify Fygo Users' student status.

9. HOW WE USE YOUR PERSONAL DATA AND THE LEGAL BASIS

9.1 We will only use your personal data where there is a legal basis for such use.

9.2 The legal bases we rely on for processing your personal data are:

- (a) Consent: we will obtain your consent to use your personal data wherever necessary.
- (b) Legitimate Interest: we will use your personal data where we have a legitimate interest, this is where we use your personal data in a way that you would reasonably expect.
- (c) Obligation: where we need to use your personal data to comply with our legal obligations.
- (d) Contract: to enter or perform a contract with you.

9.3 We will use your personal data for the following business purposes, on the following legal basis:

- (a) We may use your personal data in communicating with you, including notifying you of updates to the Fygo App or the Partner Portal or the Partner App or other Fygo Services.
 - **The legal basis for this is to comply with our legal obligations with you and legitimate interest.**
- (b) We will also use your personal data in communications related to any claim or complaint regarding your use of the Fygo App or the Partner Portal or the Partner App or other Fygo Services.
 - **The legal basis for this is to comply with our legal obligations with you and your consent.**
- (c) We may use your personal data in verifying your identity and/or academic status, both during the on boarding process, and afterwards.
 - **the legal basis for this is to fulfil our contract with Fygo Users and legitimate interest.**
- (d) We may use any part of your personal data to administer, provide, operate, improve, and manage your use of the Fygo App or the Partner Portal or the Partner App or other Fygo Services.
 - **the legal basis for this is to fulfil our contract with you and legitimate interest.**
- (e) We may use Fygo Users' financial and transaction data to update your Fygo App profile, and to inform your Fygo App friend connections that you have visited a specific Partner. This feature will be automatically disabled on the Fygo App and must be enabled by you.
 - **the legal basis for this is your consent.**
- (f) We may use your financial data and transaction data to track Fygo Users' transactions, and to receive, process, provide and inform you of Fygo Offers which we believe are most relevant to you.
 - **the legal basis for this is to fulfil our contract with you and legitimate interest.**
- (g) We use your financial data to make payments you validly request to your nominated bank account.
 - **the legal basis for this is to fulfil our contract with you and legitimate interest.**
- (h) We may use your location data to notify you of Fygo Offers that are available near to your location. This feature will be automatically disabled on the Fygo App and must be enabled by you.

- **the legal basis for this is your consent.**
- (i) We may reconcile your Transaction Data and/or Technical Data and/or Location Data and/or Profile Data with Fygo Offers to identify Qualifying Transactions and Qualifying Transactions (Loyalty) in order to calculate the Fygo Rewards and other benefits to which you are entitled.
- **the legal basis for this is to fulfil our contract with you.**
- (j) We may use your transaction data and/or financial data to monitor purchases and transactions for the purpose of fraud prevention and anti-money laundering.
- **the legal basis for this is to fulfil our contract with you and legitimate interest.**
- (k) We may use your personal data in any communications with or by you made on or via the Fygo App or Partner Portal or the Partner App or other Fygo Services including but not limited to likes, comments, chats, and other response systems to optimise the Fygo Offers that are notified to Fygo Users. We will also monitor the Fygo App social chat feature to ensure compliance with the Fygo Codes of Conduct and the other User Documents.
- **the legal basis for this is to fulfil our contract with you and your consent.**
- (l) We may use analytics provided by third parties such as Facebook, Google, or Apple to suggest additional features of the Fygo App, such as Fygo App friend suggestions.
- **the legal basis for this is to fulfil our contract with Fygo Users and Fygo Users' consent.**
- (m) We may use technical data to provide you with third party-serviced (e.g. Google) push notification and dynamic links features of the Fygo App.
- **the legal basis for this is legitimate interest.**
- (n) We may use technical data and/or profile data (e.g. our reconciliation of your user ID with Google's Firebase Crashalytics service) to provide you with third party-serviced (e.g. Google) performance and crash optimisation for the Fygo App.
- **the legal basis for this is to fulfil our contract with you.**
- (o) From time to time, you may participate in a survey or provide us with feedback or otherwise engage with us in ways that, in combination with other data we hold, may be included in your profile data.
- **the legal basis for this is your consent.**
- (p) We may use combined identity, contact, profile, transaction, financial, technical, usage data, and other categories of personal data, as applicable, to tailor features of the Fygo App and/or Partner Portal and/or Partner App and/or other Fygo Services to you, as well as to tailor the marketing, communications to you to optimise and make more relevant, your use of the Fygo App and/or Partner Portal and/or Partner App and/or other Fygo Services.
- **the legal basis for this is to fulfil our contract with you and legitimate interest.**

9.4 We will only send you direct marketing communications by email or text if we have your consent. You have the right to withdraw that consent at any time by contacting us.

9.5 We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

10. CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

10.1 We keep our privacy policy under regular review.

10.2 This version was last updated on 19 August 2021. It may change and if it does, these changes will be posted on the Fygo Website and, where appropriate, notified to you when you next open the Fygo App, Partner Portal, Partner App, Fygo Website, or other Fygo Services. The new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the Fygo App, Partner Portal, Partner App, Fygo Website, or other Fygo Services.

19 August 2021

10.3 It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

11. COOKIES

11.1 We use cookies to distinguish you from other users of the Fygo App, Partner Portal, Partner App, Fygo Website, or other Fygo Services and to remember your preferences. This helps us to provide you with the best experience possible when you use the Fygo App, the Partner Portal, the Partner App, browse the Fygo Website or use other Fygo Services and allows us to improve the Fygo App, the Partner Portal, the Partner App, the Fygo Website and other Fygo Services.

11.2 For detailed information on the cookies we use, the purposes for which we use them and how you can exercise your choices regarding our use of your cookies, see our Cookies Policy.

12. DISCLOSURE OF PERSONAL INFORMATION

12.1 When you consent to providing us with your personal data, we will also ask you for your consent to share your personal data with the third parties set out below:

- (a) Educational establishment(s) to verify your registration status with such establishment(s).
- (b) Third party service providers who perform support services for the Fygo App or Partner Portal or Partner App or Fygo Website or other Fygo Services. This may include internet service providers, data analytics providers and advertisement and marketing service providers, IT service providers and administrators.
- (c) Third party legal advisors and regulatory authorities, where it is necessary to share such personal information for the purpose of Fygo's compliance with legal obligations.
- (d) Professional advisers including lawyers, bankers, auditors, and insurers based in the EEA who provide consultancy, banking, legal, insurance and accounting services.
- (e) Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.
- (f) HM Revenue and Customs, regulators, and other authorities based in the UK who require reporting of processing activities in certain circumstances.

12.2 We will also ask you for your consent to share payment card information relating to any payment cards that you link with us with Mastercard Europe S.A. and its affiliated companies ("**Mastercard**"), American Express Payment Services Limited and its affiliated companies ("**Amex**"), and Visa Europe Services Inc. and its affiliated companies ("**Visa**"). Mastercard, Amex, and/or Visa will monitor your transactions on any cards that you link with us. If you choose to register a payment card in connection with transaction monitoring, you authorise Fygo to share your payment card information with Mastercard, Amex, and/or Visa so they know you enrolled. You authorise Mastercard, Amex, and/or Visa to monitor transactions on your registered payment card(s) to identify qualifying purchases, and for Mastercard, Amex, and/or Visa to share Transaction Data with Fygo to enable your card-linked offer(s) to be implemented, and to target other offers that may be of interest to you. You may opt-out of transaction monitoring on the payment card(s) you have registered by using the opt-out functionality in the Fygo App.

13. INTERNATIONAL TRANSFERS

13.1 We do not transfer your personal data outside the European Economic Area (EEA), provided that one of our third party service providers, Google, provides us with app performance, dynamic links, and push notification services that may involve a transfer of your personal data outside of the EEA in order for Google to process your personal data. Where we do share your personal data with any third party as specified at Clause 12.1, we ensure to fully comply with the requirements of the UK General Data Protection Regulation (EU) 2016/679 (UK GDPR) as implemented into UK law by the revised version of the Data Protection Act 2018 (DPA) and any other applicable laws. We therefore ensure a similar

19 August 2021

degree of protection is afforded to your personal data when it is transferred outside of the EEA by ensuring at least one (1) convenient appropriate safeguard, as described in the UK GDPR, is implemented in relation to every transfer.

- 13.2 Fidel Limited, whose registered office is 9th Floor, 107 Cheapside, London, EC2V 6DN, UK ("Fidel") provides the link between your payment card(s) and your Fygo Account. Fidel limits its transferring or storing of personal data processed on Fygo's behalf to the Republic of Ireland and the United Kingdom as necessary to perform services on behalf of Fygo.

14. DATA RETENTION

- 14.1 Details of retention periods for different aspects of your personal data are available in our data retention policy which can be accessed at the following link: <https://www.fygo.co/legals/>.
- 14.2 By law we must keep basic information about our Fygo Users and Partners including contact, identity, financial and transaction data, as applicable, for six years after they cease to be Fygo Users for tax purposes.
- 14.3 In some circumstances you can ask us to delete your data: see your legal rights at Clause 15 below for further information.
- 14.4 In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.
- 14.5 If you do not use the Fygo App for a period of six years, then we will treat your Fygo Account as expired and your personal data may be deleted.

15. DATA SECURITY

- 15.1 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality. As security is so important to us, we use TLS v1.3 certification to ensure your data is secure. We encrypt your password so, if you forget it and need to reset it, we can't see it. We have put in place internal procedures which deal with any suspected data breach and conform us to the ISO 27001 security standard. We will notify you and any applicable regulatory body of a breach where we are legally required to do so.

16. YOUR LEGAL RIGHTS

16.1 You have the right to:

- (a) **Request access to your personal data** (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- (b) **Request correction of the personal data that we hold about you.** This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- (c) **Request erasure of your personal data.** This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

- (d) **Object to processing of your personal data.** Where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- (e) **Request restriction of processing of your personal data.** This enables you to ask us to suspend the processing of your personal data in the following scenarios:
- if you want us to establish the data's accuracy;
 - where our use of the data is unlawful, but you do not want us to erase it;
 - where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
 - you have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.
- (f) **Request the transfer of your personal data to you or to a third party.** We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- (g) **Withdraw consent at any time where we are relying on consent to process your personal data.** However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Please complete [this](#) form to submit a data subject rights request (DSRR).

The Privacy Review Date for this policy is 19 August 2022.