

PRIVACY POLICY

Key

No highlight = applicable to all parties

Orange = applicable to students/parents

Blue = applicable to schools

MI Move PA Limited Trading as miMove (“**Company**” or “**We**”) provide, through website or mobile or desktop applications and extensions thereof (“**App**”), the services, features, contents or applications offered through its App (“**Services**”), which are governed by the this policy (“**Privacy Policy**” or “**Policy**”). we recognise and highly respect your rights to privacy and transparent information management. We are strongly committed to protecting your Personal Data. It is our duty to ensure compliance with various regulations applying to our business, including the EU Regulation 2016/679 (“**General Data Protection Regulation**” or “**GDPR**” “**Regulation**”) within its present form.

This Privacy Policy is subject to change as and when necessary, We encourage you to review this Privacy Policy periodically to access the most updated content. Where changes are significant, we may notify you via the App or where you have shared your email with us, over email, and where required by law, we will obtain your consent to these changes.

Privacy Policy applies to all users of the Services, including users who are also contributors of content. “Content” includes the text, software, scripts, graphics, graphics interchange formats, photos, sounds, music, videos, audio visual combinations, interactive features and other materials you may view on, access through, or contribute to the Services. We do not approve of unauthorized uses, post and strictly prohibit offensive or obscene materials on the App.

This Policy is subject to Terms and Conditions available at mimoveapp.com. Terms used but not defined in this policy will carry the meaning attributed to them in the Terms and Conditions or as defined under GDPR, and their cognate terms shall be construed accordingly.

For the purpose of GDPR:

- where We are provided Personal Data to provide Services to an educational institution, health or sports organisation (“Organisation”) or to you as a member having access through an Organisation which has purchased the Services, then We will only process that personal data as a Data Processor in respect of such personal data and the Organisation will be the data Controller.
- where Personal data is provided directly to miMove under a direct contract with us where We determine the way in which that Personal Data is processed for our own use, then miMove will be a Data Controller of such information;

1. INFORMATION:

Personal Data is collected when you create an account:

Mandatory fields:

- First Name
- Last Name
- Class
- Year Group
- Gender

Additional information for teachers/ Staff/members of the Organisation other than pupils

- Email address
- Any additional information you decide to provide us with (e.g., phone number for support purpose)

Where you are accessing the Services as a member of an Organisation which has purchased the Services, we require:

- Organization/School name
- Whether you are a pupil or teacher
- pupil name or teacher name
- Class and Year/Grade information
- Town/City, Country

Where We need your Personal Data by law, or contractually to provide the Services and you fail to provide that data when requested, please note that We may not be able to perform the contract or provide the Services.

The following information is optional. By providing the following information, you consent to us processing the data in accordance with this Privacy Policy.

- Special Educational Need and Disability - Yes/No. Specific details are not collected
- Ethnicity
- UK Schools only: Pupil Premium
- English as an Additional Language - Yes/No

We also have access to **non-personally identifiable** data in relation to your use of the App or any its features as they are directly necessary to, or derive from the Service

- Content data. This includes any Content that you may create and upload on the App, where such feature is available. By using the App, you acknowledge and agree that we are not responsible for the use of any Personal Data that you publicly disclose or share with others on the App. Please carefully select the type of information that you publicly disclose or share with others on the App.
- Events you have participated in
- Any information you are providing us through our contact form
- Cookies and other tracking devices

Categories of Personal Data:

You may submit Personal Data which may include but is not limited to the following categories of Personal Data:

- Contact Information
- Any other Personal Data submitted by, sent to, or received as stated above
- Special category data if you choose to provide Ethnicity data

2. USE OF INFORMATION:

The information from you is used for the following purposes:

- Provision of Services: To fulfil our contractual obligations like authenticate access, keep a record of your transactions and preferences, contact you by electronic mail or phone in connection with the Services if applicable, deal with any questions, comments or complaints you may have, retain a record of the communications for administrative purposes, including to assist you with any ongoing or future concerns, keep a record of your contact or emergency/alternative contacts so that they can be contacted
- We use some of the information that you may choose to provide (such as your school) to enable you to compare your participation in physical activities with others. This could also be used to analyse performance within an activity.
- Regulatory requirement: To fulfil our legal, regulatory and other good governance obligations.

- Marketing and research: Improve our sites and provide you the most user-friendly experience and value added or newer products and services. The information will also be used to analyse and update you which will be useful and interesting, as per our analysis, such as how the type of activity you are taking part in or telling you about products or services, promotions, offers, features and competitions etc. These communications will only ever be sent with your consent, which we obtain at the point you open the account. You can choose not to receive direct marketing communications or opt-out/unsubscribe at any time by following the instructions contained in any marketing emails received. Factual communications with respect to the Services will not be affected by such opt-out. We also sometimes send you information within an App using what are called push notifications. You may at any time opt-out from receiving such notifications by turning them off in your settings on the device you use to access the App.

Purpose/Activity	Type of Information	Lawful basis
Registration	Identity	Consent
Provide Services	Identity	Performance of Contract, consent
Support, Respond to queries and enquires	email, address, phone number (where applicable)	Legitimate interest, Performance of Contract
Data analysis to work towards equitable & inclusive provision	Special Data (Ethnicity)	Consent
Marketing		Legitimate interest
Research and Development		Legitimate interest

Service Providers

We do not rent or sell personal information that You choose to provide to us. However, We do engage certain third parties to perform functions and provide services, that may include hosting and maintenance, customer relationship, database storage and management. We will share your personal information with these third parties, but only to the extent necessary to perform the functions and provide the Services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data.

3. CONSENT AND WITHDRAWAL OF CONSENT AND DURATION OF USE:

Consent for collecting the Personal Data:

By using the Websites and/or using any of our Apps, you consent to us processing your Personal Data in accordance with this Privacy Policy.

If you are an Organisation, you represent and warrant that all information including Personal Data provided by you for your pupils, parents where applicable, staff, members, user IDs allocated under your purchase comply with applicable laws and that you have necessary consent from the Data subjects and where applicable, parents.

It is necessary for the performance of our obligations under the terms of use/terms and conditions you accept to use our Apps or the Websites.

How long your Personal Data will be retained?

1. Where We act as a data processor on behalf of an Organisation, for the period of our contract with the Controller;
2. Where We act as a data Controller, for as long as necessary to fulfil the purposes we collected it for;

3. In either case, data will be retained for the period required for the purposes of satisfying any legal, accounting, regulatory or reporting requirements.

Any data we do hold onto thereafter will be anonymous. Personally identifiable information such as your name, address, date of birth and email ID will be deleted after the defined period. The rest of the data is therefore anonymous and will be used to analyse general market and website trends but only with such anonymised data.

How the aggregated and anonymised Personal Data be utilized?

We may share with third parties or/and use aggregate user statistics and other non-personally identifiable data. We may combine this information with that of other non-personally identifiable data from users of our Apps and share or provide this information in aggregated and anonymised form with third parties such as universities, service providers, subject matter experts or use the same for product enhancements and developments.

We do this to help us improve the design and delivery of our Apps and to assist in research and development.

How you can withdrawal your consent to use Personal Data?

You may withdraw consent to use your Personal Data at any time by writing to marcella@mimoveapp.com. At that time, you may also want to remove any cookies which have been placed on any device used to access the Websites. Your withdrawal of consent will not affect the lawfulness of any processing carried out by us prior to such withdrawal.

4. COOKIES AND OTHER IDENTIFIERS

When accessing the Web App or accessing our website:

Cookies are small files that are stored on your browser or device by websites, Apps, online media and advertisements. To improve the responsiveness of the sites for our users, the App and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, “flash cookies” and similar files or technologies to collect and store information with respect to your use of the Services and third-party websites.

How the cookies will be used?

Cookies are small text files that are placed on your computer by websites that you visit. We use the cookies and similar technologies for the following purposes:

- Authenticating users;
- Remembering user preferences and settings;
- Determining the popularity of content;
- Analysing site traffic and trends, and generally understanding the online behaviours and interests;
- of people who interact with our services.

We would like to place cookies on your computer to help us make your use of our App better. The main cookies on our App are from Google Analytics tracking and there’s also a session cookie generated that is essential to the running of the App but holds no personal data.

We may also analyse information that does not contain Personal Data for trends and statistics.

Does anyone else use cookies on the App?

We may also use third party IP lookup software which identifies and tracks visitors or organisations to our App, which may create a link to an identifiable individual. Tracking technologies may record information such as internet domain and host names, internet protocol addresses, browser software and operating system types, clickstream patterns and dates and times that our App is accessed. Our use of cookies and other tracking technologies allows us to improve our website and your experience. Please note that under the GDPR, what the tracking technologies record could include your personal data if we are, for example, tracking your internet

protocol address. If you have any questions on this, please contact our data protection officer at<<>>with subject matter "Data Processing Request". You can also request that we stop processing such personal data.

Can you block cookies?

By using our Services with your browser settings to accept cookies, you are consenting to our use of cookies in the manner described in this section. We will provide you with a notice of this when you first visit our website, but once you've clicked on the notice to indicate you've read it, generally we won't repeat the notice.

However, if you do wish to disable cookies, then you can change the settings on your browser to prevent cookies being stored on your computer or mobile device without your explicit consent. Your browser "help" section will normally provide details on how to manage the cookie settings.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

5. SHARING OF PERSONAL DATA:

Where we act as the Data Controller, or where permitted by the Data Controller, Personal Data processed by miMove may be shared as follows:

We will only share Personal Data with a third party if we are satisfied that such third party will keep that information secure. We do not share Personal Data with any third party without obtaining prior consent except in the following limited circumstances:

- (a) If you shared the content with another user of our Services or if you are creating published collections of the Content, your account name and profile will be associated with the Content you upload, will be visible to anyone who views the Content you have uploaded, and may be visible to the public. In addition to any information you may elect to place in your account profile, your account profile will also include certain information regarding your use of the Services, including but not limited to the Content collections you have published, number of other users you follow, and the number of users who follow you.
- (b) When it is requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing these Terms; for complying with the applicable laws and regulations
- (c) With our service providers or our affiliated companies in order to provide and distribute the Services and their functions, the App, its other services, and related services and support; to complete billing and payment for them; or to collect information and communicate with you as described above.
- (d) In connection with the transfer, sale, merger or reorganization of all or any relevant portion of its business or assets to or with any third party.

6. STORING PERSONAL DATA

We do not store or process any Personal Data in jurisdictions other than the European Economic Area (EEA). However, some of our service providers may (from time to time) hold Personal Data on data centres located in other jurisdictions or otherwise rely on sub-contractors located in other jurisdictions.

If your Personal Data is to be transferred from within to outside the European Economic Area, we will only make that transfer if (a) are in countries that have been confirmed by the European Commission to provide adequate protection to personal information; or (b) have agreed to provide all protections to your personal information as set out in the data protection legislations (such as by entering into the European Commission's Model Clauses).

7. INFORMATION SECURITY

We make the appropriate measures to ensure protection Your Personal Data by use of such security measures and programs that it may deem fit for the purpose to protect such information against any unauthorized, illegal and fraudulent use by third parties and also ensures compliance with the data protection provisions of the Regulations. We adopt appropriate encryption and security measures to prevent any hacking of your information and third parties. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store Personal Data.

The App shall use the information collected from you in accordance with applicable laws and the rules made thereunder and use the data only for the purpose for which it was furnished. However, the transmissions made by means of the Internet cannot be made absolutely secured by the App. You agree and acknowledge that the App shall not be liable for disclosure of any information due to errors in transmission or any unauthorized acts of third parties or any event beyond our reasonable control.

8. COMPLIANCE UNDER CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA"):

If you are not of legal age to form a binding contract, you may only use the Services and disclose information to us with your parent's or guardian's express consent. Review this Privacy Policy with your parent or guardian and make sure you understand it and do the same with the privacy policies of all websites you visit or mobile applications you use.

If you are an Organisation, you represent and warrant that you are solely responsible for complying with COPPA [more information on COPPA available here], meaning that you must obtain advance written consent from all parents or guardians whose children under 16 will be accessing the Services. You are responsible for understanding how any software that you install on behalf of yourself or other users may collect and use information of users of our Services. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You must keep all consents on file and provide them to us if we request them. We only collect personal information through the Services from a child under the age of 16 where that student's school, district, and/or teacher has agreed to obtain parental consent for that child to use the Services and disclose relevant personal information to us, for the use.

If you are a student under the age of 16, please do not send any personal information about yourself to us if your Organisation, school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what is required in connection with the Services. If we learn we have been provided personal information from a student under the relevant age without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under the relevant age has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible and you hereby agree to indemnify us for all tangible/intangible loss and damages if any that had been incurred by us.

If you believe that a student under the relevant age may have provided us personal information in violation of this paragraph, please contact us at marcella@mimoveapp.com

9. LINKS TO THE OTHER SITES:

Our policy discloses the privacy practices for our own web site and App. Our Website or App provides links to other websites, including but not limited to payment gateways, also that are beyond our control. We shall in no way be responsible for your use of such links and sites.

10. YOUR RIGHTS:

Under certain circumstances, You have rights under data protection laws in relation to your Personal Data. Verify whether you are controller of the data subject's personal data. If you accessing the Services as a member of an organisation, please reach out in the first instance directly to the Organisation. We will assist them in offering the requisite information.

Your rights include:

- The right to be informed – this is information on for what purpose we are processing it and what personal data we are processing.
- The right of access – You have the right to be provided with copies of the Personal Data of you that we are processing. You can do this by sending a “subject access request” to <<>> for our consideration.
- The right to rectification – if You think the Personal Data that we hold on you is wrong you can tell us and we will fix it.
- The right to be forgotten – if You want us to permanently delete the Personal Data we hold for you then you can ask us to do so. Our ability to delete such Personal Data is subject to exceptions in accordance with data protection laws. Where you exercise your right this right and your consent is the only legal basis to hold on to that Personal Data or where information is deleted in accordance with our retention policy, please note that after the deletion of your Personal Data, it cannot be recovered, so if you require a copy of it, please request this during the period of retention.
- The right to restrict processing – if You do not like how we are using your Personal Data then you can let us know and we will stop processing it in that way.
- The right to data portability – if You want us to pass on your personal data to someone else, then please send clear instructions directing us to do so.
- The right to withdraw your consent – You can withdraw your consent for us to process your personal data (if we have relied on your consent to process your personal data) at any time by contacting us. If We have relied only on your consent as the only basis to process your Personal Data then we will stop processing your personal data at the point You withdraw your consent.
- Rights in relation to automated decision making and profiling – if We use either automated decision making or profiling then you have a right to know. Also, we need your consent if either of these are used to make a decision that affects you. As with all consent, You can withdraw it at any time. To exercise any of the above rights please email your request to at marcella@mimoveapp.com, with the subject heading “Data Processing Request”.
- Where you exercise your right to request access to the information We processes about you, you will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in such circumstances.

For the above requests, We will require you to prove your identity with 2 pieces of approved identification, or such other proof as We may need to establish your identity. We will try to respond to all legitimate access requests within one month. Occasionally it may take us longer in which case, we will notify you and keep you updated.

If you wish to complain about the processing of your Personal Data then please contact Marcella Griso at marcella@mimoveapp.com.

CONTACT US

We welcome any questions, comments and requests you may have regarding this Policy. You can contact us by emailing us at marcella@mimoveapp.com.

Our Data Protection Officers (DPO) is Marcella Griso and can be reached at marcella@mimoveapp.com

Additional terms applicable between Organisation as Data Controller and us as data Processors (“Additional Terms”):

miMove’s intended purpose is to present analytics and data to assist the Organisation in the holistic development of your pupil which will include children of your Organisation under the age of 16. Children’s privacy is of utmost importance to us, we are committed to taking appropriate measures to protect children’s privacy as appropriate. We urge all educational teams and staff associated with the Organisation introducing the use of App, to draw the user’s attention to the Policy. We expect that teachers would be able to respond to parents and children’s questions about how they use their data by referring to this Policy. We cannot be held responsible for how you will present and explain the information provided in this Policy but are always at your

disposal to reply to any question or concern you or your pupils may have about this App including the Policy, at marcella@mimove.com

A. miMove's appointment as Data Processor

By the fact that the Organisation has engaged miMove to provide the Services, miMove takes this action of engagement as consent by the Organisation as Data Controller that We, as Data Processors shall process the personal data of its members including students in provision of the Services. These additional terms apply in the context of our data processing activities that are subject to the GDPR and is based specifically on the requirements set out in article 28 of the GDPR and in addition to the information contained in this Policy especially with respect to the Personal data and categories, subject matter and duration of the processing, the purpose of the processing and SAR.

- 1. Controller/Processor Contract**
miMove shall only undertake processing of Personal Data reasonably required in connection with the Services. We will inform you if we believe an instruction to handle information breaches the GDPR or any other law at any time.
Our activities, as Data Processor, are governed by this Policy, the Terms and Conditions and other definitive agreement between us (if any) regarding the same subject matter and includes the binding obligations on us covering the duration, nature and purpose of the processing.
- 2. Demonstrating Compliance**
We maintain valid and up-to-date Privacy Policy and a record of processing activities covering the data processing in connection with the Services we provide.
These records are available to the Data Controller on request and will be provided as required under relevant regulations to the Information Commissioner's Office (appointed under GDPR) or such other authority as directed, in the event of a breach investigation and include, together with this Policy and such other details as required by law.
- 3. Except to our officers, agents, employees and agreed subcontractors to whom such disclosure is necessary in order for us to carry out the Services and subject to Clause <<>> We shall not disclose Personal Data to any third parties**
- 4. Restrictions on Sub-Contracting:** We engage third party providers to host and maintain data. These providers are identified in Annexure A. We ensure that any third party supporting our services provide equivalent security measures to those provided by Us. If we need to change providers or sub-contract further services in future we will contact you first, informing you of any new sub-processors and allowing you to render your informed consent, such not to be unreasonably withheld. Where you consent to a sub-contracting arrangement, we will require the same contractual obligations we have with you in a contract with any sub-processors and we will remain liable to you for the actions or inactions of any sub-processor.
- 5. Breach Notification:** By data breach we mean a breach of Our security that leads to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed on Our systems. We don't consider a Personal Data breach any activity that does not compromise data security such as unsuccessful log-in attempts, pings, denial of service attacks or other attacks on our systems. In the event of a Personal Data breach that is likely to result in a high risk to the rights and freedoms of natural persons, We shall promptly provide the Controller with reasonable cooperation and assistance in respect of a data breach, in accordance with legal and contractual obligations. Additionally, We shall notify the Data Subjects without undue delay after the incident discovery. We also shall notify the data protection authority as and if required under any relevant legislation without undue delay and, where feasible, no later than 72 hours after having become aware of it.
- 6. Details of these arrangements to transfer to third countries for each supplier are summarised on the Privacy Policy and further detail is available on request.**
- 7. Data Protection Officers (DPO) is Marcella can be reached at marcella@mim**

Processor's liability, taken together in the aggregate, arising out of or related to the Policy including the Additional Terms whether in contract arising out of or related to the Policy including the Additional Terms, in tort or under any other theory of liability, for all claims from the the Controller or any third

party, in the aggregate shall not exceed one hundred (100) percent of the amount received by the Processor from the Controller within 12 months immediately preceding the claim.

B. Controller Responsibilities

1. Data Controller remains, at all times, responsible for maintaining complete and accurate records for its staff, pupils and other members and this duty does not at any time pass to Data Processor. miMove does not independently verify, and does not exert control over the data and the information.
2. Data Controller will be solely responsible and liable for its compliance with applicable law as Controller. It will comply with all Data Protection Law, e.g. in relation to the provision of required information/notification to and/or approvals including explicit consent with respect to Special category data under GDPR from Data Subjects, parents/guardians and/or regulatory authorities related to the processing.
3. Data Controller will promptly notify Us if it becomes aware that processing of the Personal Data may be contrary to any data protection laws.

C. Audits

Subject to the following, at your cost and expense, You may request for audits of miMove facilities and security practices directly related to only to the processing of Personal Data under our engagement for the Services in order to monitor compliance with this agreement.

1. miMove will if possible allow for and contribute to audits at our facilities, including inspections, conducted by the Controller or another auditor appointed by it subject to a reasonable prior written notice from the Controller of at least 90 days, unless mandatory law requires otherwise. We will be entitled to choose the date and time of the audit to minimize business disruption and may combine the audit with other ongoing audits.
2. Unless a supervisory authority requires otherwise, such audit shall be limited to 1 audit per 24 months' period.
3. The written notice shall include a proposed audit plan. If part of the requested audit scope is covered by the scope of an audit report by a qualified third-party auditor within the last 12 months, We may request You to consider relying on such report instead.
4. Any audit shall be conducted in accordance with our internal policies and all participants shall be subject to written confidentiality obligations as required by miMove.
5. To the extent allowed under applicable law, You shall deliver to Us a copy of the audit report and We shall be entitled to use such report free of charge in relation to other customers.
6. You may use the information obtained during any such audit, including any audit report, only for the purpose of meeting its audit obligations under relevant data protection laws. For the avoidance of doubt, You are not allowed to disclose to the public any parts of the audit report, without prior written consent from Us.

Annexure A

We do not rent or sell personal information that You choose to provide to us. However, We do engage certain third parties to perform functions and provide services, including hosting and maintenance, customer relationship, database storage and management. We will share your personal information with these third parties, but only to the extent necessary to perform the functions and provide the Services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data.

The service providers we use includes :

- *Amazon Web Service for hosting and storage facilities to provide the cloud-based services.*