

JH Fitness Privacy Policy

1 Introduction

- 1.1 This page explains our privacy policy and how we will use and protect any information from you and about you when you visit this website or use any third-party software or website that JH Fitness uses as part of their service. This also includes data that is held or collected offline.
- 1.2 JH Fitness is the data controller and responsible for your personal data (collectively referred to as "JH Fitness", "we", "us" or "our" in this privacy notice). As a data controller, we make sure we comply with UK Data Protection law in relation to our processing of personal data.
- 1.3 JH Fitness cares about how your personal information is used and processed. We respect your privacy and are committed to protecting your personal data at all times. This privacy policy describes the types of personal information that we may collect and receive about you (including any data you provide when you join us, use our services or use our website), the purposes for which we use it, the steps we take to safeguard your personal data and informs you about your privacy rights and how the law protects you. We are registered with the Information Commissioner's Office (ICO) and our registration number is ZA531896.
- 1.4 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 your relationship with us.

2 What personal data do we collect about you?

- 2.1 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).
- 2.2 With your consent, we may collect, receive, use, store and transfer different kinds of personal data about you if required. We have grouped these together as follows:
 - 2.2.2 Identity Data including but not limited to first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, etc.
 - 2.2.3 Contact Data including but is not limited to home address, billing address, delivery address, email address, telephone numbers, etc
 - 2.2.4 Transaction Data including but not limited to details about payments to and from you and details of any products and services you have purchased from us.
 - 2.2.5 Technical Data including but not limited to internet protocol (IP) address, your login data, browser type and version, time zone setting and location,

browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

- 2.2.6 Profile Data including but not limited to your class and other bookings details, your interests, preferences, notes of your interactions with us, feedback and survey responses
- 2.2.7 Usage Data including but not limited to information about how you use products, services, website,
- 2.2.8 Marketing and Communications Data including but not limited to your preferences in receiving marketing from us and our third parties, your communication preferences, etc.

3 Use, storage and disclosure of your information

- 3.1 With your consent, we hold and process your personal data in accordance with the Data Protection Act 2018. Any information that we collect and store relating to you is used to enable us to provide all of our services to you. We do not transfer, share, sell or lease your data to any third parties, other than those we use to provide our services.
- 3.2 The information that we collect and store relating to you is primarily used to enable us to provide our services to you or. However, we may use the information for the following purposes:
 - 3.2.1 To meet our contractual commitments to you;
 - 3.2.2 To notify you about any changes to our website, such as improvements, or service/product changes, that may affect you;
 - 3.2.3 If you are an existing customer, we may contact you with information about goods and services similar that may be of interest to you with your consent if you have opted in to receive this information;
 - 3.2.4 If you are a new customer, we will only contact you when you have provided consent or for a legitimate interest, and only by those means for which you provided consent;
 - 3.2.5 To assist with fraud protection and minimise credit risk;
- 3.3 If you do not want us to use your data you may advise that you wish to withhold your consent when providing the information or you may do so by sending us an email to jhfitnessnotts@gmail.com at any time.
- 3.4 As part of the services offered to you, we use certain third parties and some of the information you provide to us are transferred to and stored in countries outside of the European Economic Area (EEA) due to the location of where they have servers. This information is mainly data you have provided on our website for example names and email addresses if you use the Contact section. If we transfer or store your personal data outside the EEA in this way, we will take steps with the aim of ensuring that your personal data will be protected at all

times, as outlined in this privacy policy and in accordance with the Data Protection Act 2018 and GDPR. If you use our website, or any other online services, while you are outside the EEA, your personal data may be transferred outside the EEA in order to provide you with these services.

3.5 We may disclose your personal data outside of our group

3.5.1 If JH Fitness' business is bought by a third party in which case personal data held by it about its customers, suppliers & contractors will be one of the assets to transfer to the buyer. However, any such transfer will only be on terms that the confidentiality of your personal data is protected and that the terms of this privacy policy will continue to be complied with by the recipient. You will be notified if this is the case and can request for your data to be removed and destroyed of which we will comply.

3.5.2 Otherwise, we will process, disclose or share your personal data only if required to do so by law or to comply with legal requirements or legal process served on us or the website.

3.6 You have the right to the erasure of all or any of your personal data at any time by contacting us at jhfitnessnotts@gmail.com.

3.7 Any payment information you provide (e.g. debit/credit card/bank details) for the purpose of using our services or purchasing our products, is not received or stored by us. That information is processed securely and privately by the third-party payment processor that we use and is immediately encrypted as soon as it is entered into the third-party software. The software we use for processing card payments is fully PCI-DSS compliant. When you use our card machine software you consent to share your personal data with our payment processor. However it will only be used for the purpose of completing the relevant payment transaction. Our payment processor is required to maintain the confidentiality of your personal data and payment information at all times.

4 Third Party Service Providers

4.1 We use following service providers for the following services:

4.1.1 GymCatch is a UK based provider of booking, customer management and listing services for fitness businesses. This is the system JH Fitness uses for class bookings. This is a UK company and all data is stored in the UK and is not transferred outside of the EEA. For more information please refer to their Data and Privacy policy which can be found at <https://gymcatch.com/privacypolicy/>

4.1.2 Wix is an Israeli cloud-based web development platform and is used to create the JH Fitness website. The website has an information capture feature which will capture your information including your name and email address when using the Contact US Page. Wix Visitors', Wix Users' and Users-of-Users' Personal Information may be maintained, processed and stored by Wix and our authorized affiliates and service providers in the United States of America, in Europe (including in Lithuania, Germany

and Ukraine), in Israel, and in other jurisdictions as necessary for the proper delivery of our Services and/or as may be required by law. Wix.com participates in, and has certified its compliance with, the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. Wix.com is committed to subjecting all Personal Information received from European Union (EU) member countries and Switzerland, respectively, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. For more information please refer to their privacy policy which can be found at <https://www.wix.com/about/privacy>.

- 4.1.3 Sum Up is a leading mobile point-of-sale (mPOS) company. They are authorised as a Payment Institution by the Financial Conduct Authority (license no. 900700). It is EMV (Europay, MasterCard, and Visa) and PCI-DSS certified, ensuring that payments are processed in accordance with the highest security standards. Sum Up is the card reader provider JH Fitness uses at classes. For more information please refer to their About Us Page which can be found at <https://sumup.co.uk/about/?prc=UK19> and also their Data and Privacy policy which can be found at <https://sumup.co.uk/privacy/>
- 4.1.4 Mail Chimp is the newsletter software used by JH Fitness to send out emails. For more information please refer to their Data and Privacy policy which can be found at <https://mailchimp.com/legal/privacy/>

5 Use of cookies

- 5.1 JH Fitness uses cookies to ensure you get the best experience on the website. This data allows us to assess the popularity of certain areas of the website and raise the level of service performance which we provide for you. If you continue without changing your settings, we will accept your consent to receive these cookies. However, if you wish to, you can change your browser settings to block or remove cookies at any time. Go to aboutcookies.org for information on how to do this.

6 Retaining and deleting personal data

- 6.1 This section sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.
- 6.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 6.3 We will retain your personal data as follows:
 - 6.3.1 Your personal data will be retained for a minimum period of one year following the date of collection, and for a maximum period of one year following that date;
 - 6.3.2 Notwithstanding the other provisions of this section, we may retain your personal data where such retention is necessary for compliance with a

legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person;

7 Your rights

7.1 In this section we have listed the rights that you have under data protection law.

7.2 Your principal rights under data protection law are:

- a) the right to access - you can ask for copies of your personal data;
- b) the right to rectification - you can ask us to rectify inaccurate personal data and to complete incomplete personal data;
- c) the right to erasure - you can ask us to erase your personal data;
- d) the right to restrict processing - you can ask us to restrict the processing of your personal data;
- e) the right to object to processing - you can object to the processing of your personal data;
- f) the right to data portability - you can ask that we transfer your personal data to another organisation or to you;
- g) the right to complain to a supervisory authority - you can complain about our processing of your personal data; and
- h) the right to withdraw consent - to the extent that the legal basis of our processing of your personal data is consent, you can withdraw that consent.

7.3 These rights are subject to certain limitations and exceptions. You can learn more about the rights of data subjects by visiting <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.

8 Opting out

8.1 You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us at jhfitnessnotts@gmail.com.

8.2 Access to Information

8.3 The Data Protection Act 2018 and the General Data Protection Regulation give you the right to access information held about you. You can access your information by way of a Subject Access Request and you may request any information we hold about you or that relates to you. Should you wish to receive details that we hold about you, please contact us at jhfitnessnotts@gmail.com.

8.4 We may update this policy when changes are made to the website or the services offered. We will also update the Policy if there are any changes in any laws or from a legal standpoint if required to do so. We ask that you regularly read

through this policy to be made aware of how we are protecting your data. We welcome any queries, comments or requests you may have regarding this Policy. Please do not hesitate to contact at jhfitnessnotts@gmail.com. should this be the case.

9 Security

- 9.1 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 only those 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.
- 9.2 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.
- 9.3 Where we have given you (or where you have chosen) a password so that you can access certain parts of our site, or our third-party software, you are responsible for keeping this password confidential. You should choose a password that is not easy for someone to guess.

Terms and Conditions

10 Website Usage

- 10.1 We use analytical and statistical tools (for example Google Analytics) that monitor details of your visits to our website, information that you access, including, but not limited to, traffic data, location data, weblogs and other communication data (but this data will not identify you personally)
- 10.2 You must not misuse our website by knowingly introducing malicious software (Malware) including but not limited to Viruses, Trojans, Worms, Ransomware or other material that is technologically harmful. You must not attempt to gain unauthorised access to our site, the server or domain on which our site is stored or any server, computer or database connected to our site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.
- 10.3 By breaching this provision, you are committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 10.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

11 Links

- 11.1 You may link to our website, provided you do so in a legal manner and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. We reserve the right to withdraw linking permission without notice.
- 11.2 Where our Site contains links to other sites provided by third parties, these links are provided for your information only. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.