

# PRIVACY POLICY

Careline Group Ltd November 1st, 2016 Version 1.0

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## Sections

1. **Introduction**
2. **Collecting information**
3. **Not Intended for Use by Children**
4. **Using cookies**
5. **Protecting and storing your personal information**
6. **Using personal information**
7. **Marketing**
8. **Sharing personal information with other CGL users**
9. **Sharing personal information with other parties**
10. **Restricting the sharing of your personal information**
11. **Accessing or changing your personal information**
12. **Severability**
13. **How to contact us with your privacy questions**

## 1. Introduction

### **Your Privacy Is Important.**

This Privacy Policy describes your privacy rights related to our collection, use, storage, sharing and protection of your personal information. This Privacy Policy applies to the Socialcareline.com website (“SCL,” “we,” “us,” “our”) and all related sites, applications, devices, and tools regardless of how you access or use them provided by CareLine Group Limited (“CGL,” “we,” “us,” “our”). More detailed answers about our privacy practices are available by e-mailing CGL with your questions: [contact@careline.group](mailto:contact@careline.group)

Some capitalized terms that are not defined within this Privacy Policy are defined in the [CGL Terms of Service Agreement](#).

This Privacy Policy applies when you subscribe to, access, or use our services, devices, content,

features, technologies or functions offered on our website and all related sites, applications, and services (collectively “CGL Services” or “Services”). CGL may amend this Privacy Policy from time to time and will notify you of substantial amendments by posting any revised versions on our website’s homepage. If any revised version features a substantial change, CGL will provide you with fifteen (15) days of notice by posting a link to the amended version on the homepage of the CGL website.

The CGL Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice, text, other content, and other communications. You acknowledge and understand that CGL cannot guarantee that VoIP communication is completely secure. You agree that CGL may access all features of your CGL account and Service to determine whether the Service is being used fraudulently and/or in violation of this Privacy Policy or Terms of Service Agreement, and for any other purposes. [\(back\)](#)

**YOU AGREE THAT CGL SHALL NOT BE HELD LIABLE FOR ANY LACK OF PRIVACY.**

## **2. Collecting information**

When you visit the Socialcareline.com website or use any CGL Services, we collect information sent to us by your computer, mobile phone, tablet, or other devices. The information sent to us may include data on the CGL Service pages you access, your computer internet protocol address, device identifiers, the type of operating system you’re using, your location, mobile network information, standard web log data and other information. Web log data includes the browser type you’re using and information regarding the traffic to and from our site. When you visit the Socialcareline.com website or use CGL Services, we also collect information about your communication activities.

Throughout this policy, we use the terms “PII” or “personal identifiable information” to describe information associated with a specific individual and that which can identify that specific individual. We do not consider PII to include information that has been made anonymous such that it does not identify a specific individual.

When you create a CGL account or use any CGL Services, we, may collect the following types of information:

- Contact information, which includes your name, home mailing address, phone number, and email address.

CGL does not collect the following information, which you may share with PayPal processing services directly:

- Financial information, such as the full bank account numbers and credit card numbers that you provide to PayPal, or another payment vendor in the normal course of your use of CGL Services.

We may obtain information about you from third parties, such as analytics services, marketing companies, telecommunications companies, broadband providers, third-party service providers, credit bureaus, collection agencies, and identity verification services.

You may choose to provide us with access to certain PII stored by third parties, such as social media sites like Facebook, Instagram, and Twitter. The information we may receive from social media websites varies by site and is controlled by that site. By associating an account managed by a third party website with your CGL account and authorizing CGL to have access to this information, you agree that CGL may collect, store and use this information in accordance with this Privacy Policy and [Terms of Service Agreement](#)

In order to help protect you from fraud and misuse of your PII, we may collect information about your use and interaction with our Services. We also may collect information from or about you in other ways, such as through contact with our customer support team or from the results of a user survey. [\(back\)](#)

### **3. Not Intended for Use by Children**

CGL Subscription Services are not intended for, nor are they designed to attract, users under the age of 18 years. CGL's Terms of Service explicitly prohibit children under the age of 18 years of age from signing up as a Subscriber with their own CGL account, and Subscribers have a responsibility to ensure that the Subscriber oversees any use by guest users of their CGL account or devices. A Subscriber is solely responsible for any activities, including data collection from an underage guest user, which occurs through authorized or unauthorized use of the Subscriber's account or devices. CGL encourages and expects parents or guardians to be involved in their children's online activities in order to ensure that no information is collected from a child without a parent or guardian's permission. [\(back\)](#)

### **4. Using Cookies**

**You agree to our use of cookies for personalized content, advertisements, and analytics by your use of any CGL website or Services.**

When you access our website or use CGL Services, we (including the affiliated or third-party companies with which we work) may place small data files on your computer or other devices. These data files may be cookies, "Flash cookies," pixels, or other local storage provided by your

browser or associated applications (collectively “Cookies”). CGL uses Cookies to: recognize you as a new CGL visitor, user, call receiver, or Subscriber; to customize CGL Services, content, and advertising; to measure promotional effectiveness; to help ensure that your account security is not compromised; to mitigate risk and prevent fraud; and to promote trust and safety across CGL Services and devices. [\(back\)](#)

CGL uses both session and persistent Cookies. Session Cookies expire when you log out of your CGL account or close the browser window. Persistent Cookies remain on your computer or other device until you erase them or the Cookies expire.

CGL encodes our Cookies so that we can interpret the information stored in them. You may decline our Cookies if your browser or browser plug-in allows you to do so, but declining a Cookie may interfere with your use of the CGL website and Services. Check the privacy or help sections of your browser applications, its extensions and plug-ins, or its installed applications to learn more about blocking, deleting, or disabling Cookies.

You may interact with CGL Cookies on web pages that CGL does not control. For example, if you view a web page or use an application developed by a third party, the web page or application may place a Cookie on your device. Likewise, these third parties may place their own, independent Cookies that are not subject to CGL control; CGL Privacy Policy does not cover use of third-party Cookies.

## **5. Protecting and storing your personal information**

We store and process your PII on our computers in the United States, United Kingdom, and elsewhere in the world where our third-party service providers have located their facilities. We protect your PII using industry standard security protections, which may include physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we or our third-party service providers use may include firewalls, data encryption, controls upon physical access to data centers, and access authorization controls for information. We currently host our own servers in a secure datacenter, and we will soon be hosting in a cloud server environment, subject to industry standard security protocols. [\(back\)](#)

## **6. Using personal information**

Our primary purpose in collecting your personally information is to provide you with a secure, useful, efficient, and customized user experience. We may use your personal information to provide:

- CGL Services and customer support;
- processed transactions and delivered notices about your transactions;
- dispute resolution, fee collection, and problem troubleshooting;
- prevention of potentially prohibited or illegal activities, and enforcement of our Terms of Use;
- customizations, measurements, and improvements of CGL Services, other devices, and the content, layout, and function of CGL web pages and applications;
- delivery of targeted marketing, service update notices, and promotional offers based on your preferences;
- your communications using any telephone number, such as by placing a voice call, texting (SMS) or email messaging, as authorized by our Terms of Use; and
- comparison information for accuracy and verification with third parties.

[\(back\)](#)

## **7. Marketing**

CGL does not sell or rent your PII to third parties for their marketing purposes without your explicit consent. We may combine your personal information with information we collect from other companies and use the information to improve and personalize CGL Services, other devices, advertising, and content. You can indicate your preferences by logging into your account and updating your preferences at any time. As part of our Services, we may call you or text message (SMS) you at a mobile phone number that you have provided to us. [\(back\)](#)

## **8. Sharing information with other CGL users**

You may select features that ask CGL to share your portions of your account information, including PII, with third-party service providers who are other users of the CGL Services and systems. Your contact information, date of registration, the number of payments you have received from CGL users, and whether you have verified control of a designated payment source are provided to other companies with whom you transact through CGL. If you use CGL devices to screen, store, or log call information, those devices may independently store your account information and usage data, including PII, on their local hard drives and storage. In addition, this and other information may be shared with third parties when you use these third-party services to access CGL Services or other devices. Unless you have agreed to permit use of your information, these third parties are not allowed to use this information for any purpose other than to enable CGL Services. [\(back\)](#)

If you are buying services through CGL, we may also provide the third party with your mailing address to help complete your transaction. The third party is not allowed to use this information to market their services to you unless you have agreed to it. If an attempt to pay the third party

fails, or is later invalidated, we may also provide the third party with details regarding the unsuccessful payment.

We work with third parties, including payment services or merchants, to enable them to accept or send payments from or to you for CGL Services. In doing so, a third party may share information about you with us, such as your email address or mobile phone number, to inform you that a payment has been sent to you, or when you attempt to pay a third party. We may use this information to confirm that you are a CGL user or Subscriber with a designated payment source or to send you notification of payment status. In the event that you request that CGL validates your status as a CGL user or Subscriber with a third party, we will do so.

Please note that the third parties with which you transact or through which you make payments have their own privacy policies, and although CGL'S's Terms of Service does not allow the other third party to use this information for anything other than providing CGL Services, CGL is not responsible for third-party actions, including their information protection practices.

We will not store your credit card number or bank account number. ([back](#))

## **9. Sharing information with other parties**

We may share your PII or other personal information with:

- Essential service providers who support our business operations with fraud prevention, marketing, bill collection, telecommunications/VoIP, or software services. Our contracts require that these service providers only use your PII or other data in connection with the services they perform for us.
- Credit bureaus and collection agencies to transfer account information, according to applicable law.
- Payment processing companies and banking partners as required by credit card association rules for inclusion on their list of terminated merchants in the event that you meet their criteria which includes having CGL to close your CGL Account due to your breach of the CGL Terms of Service.
- Companies that we plan to sell assets to, be acquired by, or merge with, and in the event of such a combination, we will require that the new combined entity follows this Privacy Policy with respect to your PII. If your PII could be used contrary to this Privacy Policy, you will receive prior notice.
- Government officials, law enforcement, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to CGL or one of its affiliates; in the event that we need to do so to comply with law or credit card-related laws; or when in our sole discretion, we believe that the disclosure of PII is necessary to prevent physical harm or

financial loss, to report suspected illegal actions, or to investigate violations of our Terms of Service.

- Other third parties, including other CGL users whom you designate for such purposes, with your consent or direction to do so.

CGL will not sell or rent any of your PII to third parties for their marketing purposes and only shares your other personal information with third parties as described in this policy. [\(back\)](#)

**CGL is not responsible for the content, data, or information practices of third party websites or applications.** If you open a CGL account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on a CGL website) will be shared with the owners of the third party website or application. These third-party sites are governed by their own privacy policies, and you are encouraged to review their privacy policies before providing them with personal information of any kind.

## 10. Restricting the sharing of your personal information

CGL saves your preferences for collection, use, and sharing of Information, Data and Content, including CGL contact preferences. In certain circumstances, national, state, and local laws allow you to restrict sharing of your PII. CGL does not share your PII with third parties for their marketing purposes, unless you have provided explicit consent. You can indicate your data sharing preferences by logging into your account and updating your preferences at any time. [\(back\)](#)

## 11. Accessing and changing your personal information

At any time, you may review, edit, or remove your PII, other personal information, Data or Content by logging in to your CGL account and reviewing your account settings and profile. You can also cancel or terminate your CGL account and CGL Service subscriptions through the CGL website with the required notice to CGL. If you cancel your CGL account, we will mark your account in our database as terminated, but CGL may retain PII, Data or Content from your CGL account to troubleshoot problems, collect any remaining fees owed, resolve disputes, assist with investigations, prevent fraud, enforce the CGL Terms of Use, or to take other actions as required or permitted by law. [\(back\)](#)

## **12. Severability**

If any Sections or portions of Sections of this Privacy Policy or Terms of Service Agreement are found to be unenforceable or invalid, the remaining Sections or portions of Sections of the Privacy Policy and Terms of Service Agreement will remain in full force and effect. [\(back\)](#)

## **13. How to contact us with your privacy questions**

If you have questions or concerns regarding this Privacy Policy, you may contact us by writing to us at [contact@careline.group](mailto:contact@careline.group) [\(back\)](#)

CGL is registered in the United Kingdom, and the registered address is: Careline Group Ltd, 25 Meer Street, Stratford-upon-Avon, Warwickshire, CV37 6QB