

## Data Privacy Policy

This Privacy Policy governs your use of products, services, content, features, technologies or functions offered by MIR Limited and all related sites, applications, and services (including, without limitation, when you provide any information in relation to your use of MIR Limited Services). You accept and consent to this Privacy Policy when you sign up for, access, or use the MIR Limited Services. By accepting and consenting to this Privacy Policy, you expressly consent to our use and disclosure of your personal information and direct us to do so in the manner described in this Privacy Policy.

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### 1.0 Introduction

1.1 This notice applies to MIR Limited and its group companies, which sometimes use trading names including MIR Limited, MuchBetter and MIR Limited UK LTD. The reference to MIR Limited (or “We”, “Us”, “Our”) includes the above companies and all relevant group affiliates, a list of which can be obtained via the Contact Us section.

1.2 MIR Limited is committed to protecting your privacy and will take all reasonable steps to ensure that your personal information is treated securely and will be collected, used, stored and disclosed in accordance with this notice. “You” in this notice means an individual who is accessing or applying to use the MIR Limited Services (as defined below) either on his or her own account or on behalf of a business. This includes, in relation to a customer or prospective customer of MIR Limited, any sole trader and any principals, including the managing and financial directors, any other directors and officers, shareholders, partners and beneficial owners of a customer as well as any member of staff accessing or using the MIR Limited Services on behalf of a customer.

1.3 This notice (together with our terms of use applying to any specific services you may purchase or use) applies to:

- the website/portal features and services provided to you when you visit our websites, portals or our payment panels our clients may use on their websites;
- when you apply to use and/or use MIR Limited’s products and services (including any loyalty or reward schemes, whether points-based or otherwise (‘Loyalty’ or ‘Promotion’));

- your use of software including terminals, mobile and desktop applications provided by MIR Limited; and
- email, other electronic messages including SMS, telephone, web chat, website/portal and other communications between you and MIR Limited.

Together these are all referred to in this notice as “MIR Limited Services”. Please read this notice carefully to understand our policies and practices regarding your information and how we will treat it.

1.4 In order to operate the MIR Limited Services and to reduce the risk of fraud, MIR Limited UK Ltd, the data controller, must ask you to provide us with information about yourself, including your credit or debit card and/or bank account details. By consenting to, and agreeing with the terms of this Privacy Policy, you expressly consent and agree to us processing your data in the manner set out herein.

1.5 This Privacy Policy describes the information we collect and how we use that information. We take the processing of your information very seriously and will use your information only in accordance with the terms of this Privacy Policy. For the purposes of this Privacy Policy, the term “information” means any confidential and/or personally identifiable information or other information related to users of Our Services, including but not limited to customers and merchants (legal entities).

1.6 We will not sell or rent your information to third parties for their marketing purposes without your explicit consent. However, in order for us to offer MIR Limited Services to our users; enhance the quality of MIR Limited Services from time to time; and protect the interests of our users, we will in limited circumstances share some of your information with third parties under strict restrictions, as described in more detail within this Privacy Policy.

1.7 It is important for you to review this Privacy Policy as it applies to all the MIR Limited Services. This Privacy Policy is intended to govern the use of Our Services by our users (including, without limitation those who use the MIR Limited Services in the course of their trade or business) unless otherwise agreed through contract.

1.8 By accessing and using MIR Limited Services, you consent to the collection, use and transfer of your information as set out in this privacy notice.

## **2.0 Information we may collect from you**

2.1 We may collect and process personal and non-personal information collected from you.

### ***Personal and non-personal information***

2.1.2 Personal information is information that can be used to uniquely identify a single person. MIR Limited also collects non-personal information, or may anonymise personal information in order to make it non-personal. Non-personal information is information that will not allow a specific individual to be identified.

2.1.3 You agree that MIR Limited may collect, store, use, transfer and disclose non-personal information for any reasonable business purpose; for example, the use of aggregated transactional information for commercial purposes, such as trend analysis and the use of data analytics to obtain learnings and insight around payment transaction patterns and usage.

2.1.4 Where MIR Limited uses and/or discloses confidential or transactional information for preparing and furnishing compilations, analyses and other reports of aggregated information and anonymised information, it will do so provided it has taken reasonable measures to avoid identifying any i) customer of MIR Limited other than the customer for which MIR Limited prepares the compilation, analysis or other report or ii) transactions which were involved in the preparation of any compilation, analysis or other report.

2.2 Under this notice, information collected by cookies and similar technologies are dealt with as non-personal information, to the extent that we do not combine this with personal information. To the

extent that Internet Protocol (IP) addresses (or similar identifiers) are clearly defined to be personal information under any local law and where such local law is applicable to MIR Limited Services, we will manage such identifiers as personal information.

2.3 Please note that MIR Limited provides services to both individual consumers and businesses and this privacy notice applies to both and should be read and interpreted accordingly.

### **3.0 Collecting your information**

3.1 We receive and store any information including personal and financial information you provide to us including when you (or your business): enquire of or make an application for MIR Limited Services; register to use and/or use any MIR Limited Services; upload and/or store information with us using the MIR Limited Services; and when you communicate with us through email, SMS, a website or portal, or the telephone or other electronic means.

3.2 Such information may include you or your customer's:

- Name including first name and family name;
- Date of birth;
- Email address;
- Billing address
- Username;
- Password and/or photograph
- Address, nationality and country of residence;
- Card primary account number, card expiry date, CVC details (card security code), bank and/or issuer details;
- Information relating to any items purchased, including the location of the purchase, the value, the time and any feedback that is given in relation to such purchase, including travel related personal information when you or your customer are transacting for airline tickets or other travel related services;
- Points or rewards earned or redeemed in any Loyalty scheme; and
- Any other information that you or your customer provide.

3.3 MIR Limited receives and stores certain information whenever you interact with MIR Limited; for example, by way of "cookies" or similar technology. We also obtain certain information when your web browser accesses MIR Limited Services or advertisements and other content provided by or on behalf of MIR Limited on other web sites, or when clicking on emails including:

- Technical information, including the Internet protocol (IP) address used to connect your computer or device to the Internet;
- your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system platform;
- Information about your visit or whether you opened an email, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time);
- products or services you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs) and methods used to browse away from the site page and any phone number used to call our customer service number

3.4 Please also refer to our Cookies Policy, below, for more information and see the separate Cookies section of this notice, also below. Where cookies are set, information about individual cookies is specific to the email/website and can be obtained directly from links in such emails/websites. Otherwise, please use the Contact Us link to ask for more information.

### **3.5 Applications**

3.5.1 If you download or use mobile or desk top applications provided by MIR Limited, we may receive information about your location and your device or the service you are using (including where a payment transaction takes place). Some devices allow applications to access real-time location based information (for example GPS).

3.5.2 Our mobile and desktop apps may collect such information from your mobile device or your computer at any time while you download or use our apps. Where required, we will always seek to notify you if it is our intent to collect real-time location information and, also where required, obtain your consent unless otherwise permitted by law. We may use such information for regulatory purposes, our own due diligence checks, to better understand transaction patterns and to optimise your experience.

### **3.6 Email and Other Communications**

3.6.1 We may receive information about you and your use of MIR Limited Services when we communicate with each other, including when you open messages from us and from the use of electronic identifiers (sometimes known as 'device fingerprints'), for example, Internet Protocol addresses or telephone numbers.

### **3.7 Events**

3.7.1 We may receive information about you and your use of MIR Limited Services when you register for a MIR Limited event. In registering for any MIR Limited event, you agree that: MIR Limited may use photos and videos of the event that may include you for distribution to event participants and in our promotional materials for future events; any insights gained from sessions that you participate in and contribute to may also be used by us (on an anonymised basis) for any purpose and without restriction; and that MIR Limited may include details of your name, title and company in any mobile or desk top application used in connection with the event.

### **3.8 Information from Other Sources**

3.8.1 We may share or receive information about you with or from other sources and add it to our account information, including when you use any of the other websites we operate or other services we provide. We are also working closely with third parties (including, for example, business partners, financial institutions, merchants, subcontractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference and fraud prevention agencies) and may receive information about you from them or provide such information to them. Credit reference and fraud prevention agency use is further explained below.

## **4.0 How we use your information**

4.1 Your information (as above) will include information about you (and / or your business) and your transactions. If you give us information, including sensitive personal information, about yourself or other people, you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this notice.

4.2 We may use and share your information with other companies within the MIR Limited group, its directors, employees, professional advisors, sub-contractors and third party service providers to help us and them:

- Provide our MIR Limited Services to you and your business including fulfilling MIR Limited's obligations to you or to financial or other institutions in connection with the MIR Limited Services we provide to you (and / or your business);
- To improve and develop our business, including without limitation to optimise our websites/portals, products and services. This may include using information you insert into forms but do not submit to us, for example by using that information to optimise our website(s) and contacting you for customer services purposes in relation to that form;

- To provide you with the information, products and services you have requested or we think may be of interest to you;
- To manage and enforce our rights, terms of use or any other contracts with you (and/or your business) for the provision of MIR Limited Services; including to:

assess financial and insurance risks, including the financial position of you (and / or your business) and any linked parties such as directors, shareholders and principals;

to obtain information about you from credit reference agencies and fraud prevention agencies to check you (and / or your business's) credit status/profile and identity on a periodic basis. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries; and a "footprint" may be placed on your credit file, whether or not you are accepted as a customer. Where we are providing services to you in respect of your business, if you are a Director, we will seek confirmation from credit reference agencies, that the residential address that you provide is the same as that held by the relevant companies' registry (where applicable). For services to all customers, we may use credit scoring. Your application will be assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association. If it is a joint application and such a link does not already exist then one may be created. These links will remain until you file a "notice of disassociation" at the credit reference agencies. Where you take services from us, we will give details of your accounts to credit reference agencies and how you manage them. If you do not repay any monies in full and on time, credit reference agencies will record the outstanding debt. Information regarding how you manage your account and/or any debt may be supplied to other organisations by credit reference and fraud prevention agencies to perform similar checks and to trace your whereabouts and recover any debts that you owe. Records remain on file at such agencies for 6 years after they are closed, whether settled by you or defaulted. If you would like further information on our use of credit reference agencies, please Contact Us.

record and track details of transactions you (and / or your customers) carry out in relation to the MIR Limited Services;

analyse and report on you (and / or your customers) use of any Loyalty service;

facilitate the collection or redemption of any points or other rewards currency in respect of any Loyalty programme;

manage any circumstances where transactions, rewards or points are disputed;

manage, investigate and resolve complaints; or

recover debt or in relation to your insolvency, including tracing your whereabouts;

- to prevent, detect and prosecute fraud or crime or to assist others in doing so;
- To identify and monitor for fraud, we and other organisations may access and use, from the UK or other countries, information recorded by fraud-prevention agencies. If false or inaccurate information is provided and/or fraud is identified or suspected by MIR Limited, information concerning you (and/or your business) may be passed to fraud prevention agencies by us or any other third party to whom we have shared your information.
- MIR Limited may also obtain information about you from fraud prevention agencies or services on a periodic basis, whether or not fraud is suspected. This may include recording sensitive personal information such as criminal offences you have been accused of;

- MIR Limited also participates in anti-fraud initiatives, which may involve assessing you (and / or your customers), including transactions and/or locations. This may involve utilising products and services from third parties (including the sharing of information with such third parties) to monitor transactions, detect patterns requiring investigation or otherwise profile and assess the likelihood of fraud and / or money laundering occurring;
- To assist in the course of any investigation by MIR Limited, other financial organisations or other third parties into any suspected criminal activity;
- To mitigate information security risk, sector risk or credit risk;
- If we deem you a credit or other risk to our business, we may decide not to deal with you and/or cease any existing dealings. If we suspect fraud or other crime, we may report you to law enforcement, credit or fraud prevention agencies and/or take legal action against you directly and/or assist others to do so;
- To obtain your views on our goods, services and our website/s;
- To notify you about important changes or developments to our website or our goods and services;
- To understand our customers' requirements, perform analysis and comparisons, create profiles and create marketing opportunities (including how you and / or your customers use our services and to better align our services and marketing offers to your interests); this may include the aggregation and sharing of non-personal information to facilitate cross-industry analysis, customer-level insight and usage;
- To send you information we believe you would find interesting including marketing and promotional materials; by post, email, telephone, SMS text or other means, including electronic means. You can object to marketing at any time, as explained below;
- To develop and test products and services;
- To comply with local and national laws, including card scheme rules and requests from law enforcement and regulatory authorities; and
- In respect of marketing, market research and similar activities, we may use your personal information for such purposes whether or not you are accepted as or continue to receive MIR Limited Services. If you no longer wish to receive marketing or promotional information from MIR Limited, please let us know via the Contact Us section.

4.3 If you provide information to be published or displayed on public areas of the website/portal or transmitted to other users of the website/portal or third parties, you understand that such information can be used by any third parties accessing the information for any purposes. This information is posted by you at your own risk and you agree to comply with the terms of use of such site.

## 5.0 Disclosure of your information

5.1 We do not disclose information which could identify you personally, to anyone except as described in this notice, including:

- **Within the MIR Limited Group;**
- **Credit reference agencies** (where permitted under any Terms of Use or other contract) as outlined above). If you would like further information on how we use credit reference agencies please Contact Us.

- **Fraud prevention agencies** (as outlined above and including Action Fraud, Financial Fraud Action and the Financial Fraud Bureau);
- **Third Party Credit and Financial Institutions** (where allowed under any Terms of Use or other contract): including the credit institution where you (or your business) maintains its bank account and the card schemes governing the issue and use of credit, debit, charge, purchase or other payment cards, alternative payment schemes and any other financial institutions who may process payments and who are not operating under MIR Limited's control nor for whom whose actions or omissions MIR Limited has liability;
- **Third Party Service Providers:** suppliers who assist us with the provision of MIR Limited Services, including processing orders, fulfilling orders, processing payments, managing credit, security, sector and fraud risk, and marketing, market research and survey activities carried out on behalf of MIR Limited;
- **Where we are required or permitted to do so by law:** we may be required by law to pass information about you to regulatory authorities and law enforcement bodies worldwide, or we may otherwise determine that it is appropriate or necessary to do so. Such disclosures may also include requests from governmental or public authorities, or with commercial organisations with whom you may have had dealings and whom are seeking to mitigate fraud risk, or for the purposes of litigation or legal process, national security or where we deem it in the national or public interest or otherwise lawful to do so;
- **Business transfers:** MIR Limited may buy or sell business units or affiliates. In such circumstances, we may transfer customer information as a business asset. Without limiting the foregoing, if our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners; and
- **With your permission:** Your information may also be used for other purposes for which you give your specific permission, or when required by law or where permitted under the terms of the relevant data protection legislation. Except where permitted as stated, MIR Limited does not sell, rent, share or otherwise disclose personal information about its customers to third parties for commercial purposes.

5.2 MIR Limited or such other third-party service provider may also process payments or information through other financial and other institutions. These external organisations may process and store your personal information abroad and we and they may have to disclose your information to foreign authorities to help them in their fight against crime and terrorism. Where these organisations are based outside the EEA, or the territory in which they were collected, your personal information may not be protected to the same standards.

### 5.3 Monitoring

5.3.1 We may monitor or record telephone calls, emails, web chat or other communications with you for regulatory, security, customer services or training purposes. When visiting our offices, CCTV, access control systems and/or other monitoring systems may be in operation.

### 5.4 Social networking and media

5.4.1 We may review and use public comments and opinions made on social networking sites (e.g. Facebook and Twitter) to better understand our customers and our provision and development of MIR Limited Services.

## 6.0 How we store and secure your personal data

6.1 The information that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA") or the territory in which they were collected. It may also be processed by staff operating outside the EEA or the territory in which they were collected who work for us or one of our suppliers. Such staff may be engaged in, among other things, the fulfilment

of orders, the processing of payment details and support services in provision of the MIR Limited Services.

6.2 By submitting personal data, you agree to such transfer, storing and processing. Where such staff are acting on behalf of MIR Limited, we will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this privacy notice; including the use of any adequacy mechanisms required by law to ensure the transfer is lawful. MIR Limited generally uses 'model clauses' as approved by the European Commission when contracting with third party data recipients outside the EEA who are receiving data from within the EEA for the purpose of processing personal data transferred outside the EEA.

6.3 Once you are no longer a customer, we will retain your personal information for a reasonable period, or as otherwise allowed or required by law. Further details are available on request. We have implemented measures designed to secure your personal information from accidental loss and from unauthorised access, use, alteration and disclosure.

6.4 The safety and security of your information is also dependent upon you. If we have given you (or if you have chosen) a password or access code for access to certain parts of our website/portal or mobile applications and similar, you are responsible for keeping this password and/or access code confidential. You must not share your password and/or access code with anyone. You must ensure that there is no unauthorised use of your password and access code.

6.5 You authorise MIR Limited to act upon instructions and information received from any person that enters your user id and password and you agree to be fully responsible for all use and any actions that may take place during the use of your account. You also agree to promptly notify MIR Limited of any information you have provided to us which has changed.

6.6 The transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your information transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **7.0 Your rights**

7.1 You have certain rights under data protection legislation including the right to see the personal information held about you and you may ask us to make any necessary changes to ensure that it is accurate and up to date. If you would like a copy of the personal information we hold about you, please see the Contact Us section. There is a £10 fee in the UK, fees for other jurisdictions (where applicable) are available on request. Where applicable, data protection legislation may also provide the following rights in relation to personal information and which can also be facilitated or discussed with us by using the Contact Us section below:

- Prevent processing where it may cause damage or distress;
- To complain to the relevant Data Protection Authority;
- Commence Court action to claim compensation for damage or distress caused by our failure to comply with data protection legislation;
- To require manual re-assessment of certain automated decision-making processes;
- Object to automatic processing;
- Prevent direct marketing;
- The right to withdraw consent to certain aspects of our processing, particularly for direct marketing;
- The right to require us to rectify inaccurate or incomplete personal information.

7.2 For the UK, the above rights are set out in the Data Protection Act 1998 and such rights are generally applicable across EU member states. The laws of other territories applicable to your dealings with MIR Limited may, however, be relevant (and may also impact the above rights) and any such rights where applicable can also be progressed via the Contact Us section below.

## **8.0 Legal basis for processing your personal data**

8.1 MIR Limited will only process your personal information where we have lawful authority to do so. Such laws are different across different territories and further specific information is available on request. In general, MIR Limited will either process:

- On the basis of your consent, including where consent is requested 'as a condition of business' (for example, where it is necessary to carry out a credit search prior to opening an account);
- Where necessary for the performance of any contract we have with you;
- Where MIR Limited has a legitimate interest to process data, subject to such processing not overriding your own rights and freedoms in objecting to such processing;
- Where required by law or similar rule (for example, money laundering or other financial crime checks).

## **9.0 Cookies**

9.1 Our websites (and some emails) use "cookies" and other technologies, which store small amounts of information on your computer or device, to allow certain information from your web browser to be collected. Cookies (and similar technologies) are widely used on the internet and allow a website/portal to recognise a user's device, without uniquely identifying the individual person using the computer. These technologies help to make it easier for you to log on and use the site, provide feedback to us as to which parts of the website you visit (or whether particular emails have been read), so we can assess the effectiveness of the site or communication and provide a better user experience.

9.2 'Do Not Track' Signals – some web browsers may send out 'do not track' signals. But there is no industry standard currently in place as to what websites and other online services should do on receipt of such signals. Should such a standard be developed, MIR Limited will re-visit its notice, but currently takes no action on receipt of such signals.

9.3 For more information about cookies (and similar technologies), including how to see what cookies have been set and how to manage, block and delete them, see [www.allaboutcookies.org](http://www.allaboutcookies.org) and our Cookies Policy.

## **10.0 Changes to our privacy notice**

10.1 We may, from time to time, change our privacy notice. If we make material changes to how we treat your information, we will notify you through a notice on this website. The date the privacy notice was last modified is at the bottom of the page. You are responsible for ensuring you periodically visit our website and this privacy notice to check for any changes. By continuing to use MIR Limited Services you agree to changes in our privacy notice.

10.2 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow such a link, please note that these websites have their own privacy and cookies policies and MIR Limited does not accept any responsibility or liability for these third-party websites.

10.3 This notice is global in scope, but is not intended to override any legal rights or prohibitions in any territory where such rights or prohibitions prevail. In such event, the rights and obligations set out in this notice will apply, subject only to amendment under any applicable local law having precedence.

## 11.0 Contact us

11.1 All comments, queries and requests relating to our use of your information are welcomed. If you wish to exercise any of your rights or receive further information as to the applicable MIR Limited group companies to which this notice applies, you should write to the address below, marked FAO Privacy Department or [Contact us](#).

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