

PRIVACY & COOKIE POLICY

SECURITY

Clover has always made data protection and information security a central part of our business and is committed to high standards of information security, privacy and transparency incorporating industry best practices and in accordance with recognized European standards. We protect our client data with multiple layers of security, including encryption technology. To ensure the best level of security we monitor our services and underlying infrastructure to protect them from threats, including spam, malware, viruses, and other forms of malicious code. We have security incident policies and procedures in place. We're also committed to providing our customers with the information they need to meet regulatory reporting obligations under the European General Data Protection Regulation GDPR.

PRIVACY

To protect your privacy Clover employs Secure Sockets Layer (SSL) technology, which encrypts information before it is sent over the Internet. Any information provided during the booking process is protected by this encryption. Personal information collected during the booking process will not be shared with any unauthorized third party. We would like to keep you informed of our latest news, special offers and work available and may send you these electronically. When registering for marketing emails we will collect some mandatory information including: Title, First Name, Last Name and your Email Address. You may also be asked to provide other information regarding your subscription preferences. Our marketing emails will include details of our latest offers and may be personalized based on your preferences. All information we collect will be stored on secure servers. No information we collect will be shared with unauthorized third party companies. To unsubscribe from receiving future email marketing activities click the unsubscribe link which is located at the bottom of each email.

PERSONAL DATA

Under the EU's General Data Protection Regulation (GDPR) personal data is defined as: "any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person".

HOW WE USE YOUR INFORMATION

This privacy notice tells you how we, Clover, will collect and use your personal data. When you visit our website we may place cookies on your browser. We use cookies to be able to provide a better website, service and statistics. Cookies are small pieces of text sent by your web browser by almost every website you visit. A cookie text file is stored in your web browser and allows us or a third-party to recognize you and make your next visit easier. They help us monitor our visitor's behavior. Cookies don't give us access to your device or any personal information, other than the data you choose to share with us. Cookies can be "persistent" or "session" cookies. "Session" cookies are stored on memory and never written to disk. When the browser is closed the cookie is permanently deleted. If the cookies contain an expiry date, it is considered a "persistent" cookie, which will be removed on the specified date. They can also be deleted manually. You can accept or decline cookies. Cookies are accepted by default by most browsers; if you would like to disable them please refer to your browser's help section. We use 'first party' and 'third party cookies' on our website. 'First party' cookies are set by us. These cookies ensure that your booking process is remembered between pages, so that we are able to process your booking and payment properly. We also use cookies to be able to monitor our website performance. 'Third party' cookies are set by our trusted partners. Please see full list of cookies at the bottom of this page:

- **We use Google Analytics cookies to be able to measure and track the usage of our website. This helps us to identify areas for improvement. We also want to track how many of our visitors make bookings, which helps us to make business forecasts and decisions.**
- **We periodically use Google AdWords - Google's main advertising product. AdWords offer pay-per-click (PPC) advertising displayed next to search results to boost website traffic and sales.**

- We periodically use Google Display Network to retarget our customers. You may see our adverts on other websites, after you've visited ours.
- We work with affiliate partners who advertise on our behalf, their cookies help us to see if our customers came to our website through one of the affiliate advertisers, so we can credit them correctly.
- We also use social media buttons e.g. Facebook and Twitter, to allow you to connect to your social networks and share content. By continuing to use our site and by using the social media functionality, you consent to the relevant cookies being set on your device. For more information about cookies and how to disable them please visit www.allaboutcookies.org.

WHY DOES CLOVER NEED TO COLLECT AND STORE PERSONAL DATA?

In order for us to provide you with the service/business you have booked we need to collect personal data for correspondence purposes and/or detailed service provision. In any event, we are committed to ensuring that the information we collect and use is appropriate for this purpose, and does not constitute an invasion of your privacy.

WILL CLOVER SHARE MY PERSONAL DATA WITH ANYONE ELSE?

We may pass your personal data on to third-party service providers or government agencies contracted or associating with Clover in the course of dealing with you. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfill the service they provide you on our behalf. When they no longer need your data to fulfill this service, they will dispose of the details in line with Clover's procedures. If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent through supporting documentation, unless we are legally required doing otherwise.

HOW WILL CLOVER USE THE PERSONAL DATA IT COLLECTS ABOUT ME?

Clover will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). We will strive to keep your information accurate and up to date, and will not keep it for longer than is necessary. Clover is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business-sector requirements and agreed practices. Personal data may be held in addition to these periods depending on individual business needs.

UNDER WHAT CIRCUMSTANCES WILL CLOVER CONTACT ME?

Our aim is not to be intrusive, and we undertake not to ask irrelevant or unnecessary questions. Moreover, the information you provide will be subject to rigorous measures and procedures to minimize risk of unauthorized access or disclosure. Our contact with you is to make you aware of business opportunities that are mutually beneficial.

CAN I FIND OUT THE PERSONAL DATA THAT THE ORGANIZATION HOLDS ABOUT ME?

Clover, at your request, can confirm what information we hold about you and how it is processed. If Clover does hold personal data about you, you can request the following information: Identity and the contact details of the person or organization that has determined how and why to process your data. Contact details of the data protection officer, where applicable. The purpose of the processing as well as the legal basis for processing. If the processing is based on the legitimate interests of Clover. Or a third party, information about those interests. The categories of personal data collected, stored and processed. Recipient(s) or categories of recipients that the data is/will be disclosed to. If we intend to transfer the personal data to a third country or international organization, information about how we ensure this is done securely. The EU has approved sending personal data to some countries because they meet a minimum standard of data protection. In other cases, we will ensure there are specific measures in place to secure your information. How long the data will be stored. Details of your rights to correct, erase, restrict or object to such processing. Information about your right to withdraw consent at any time.

HOW TO LODGE A COMPLAINT WITH THE SUPERVISORY

AUTHORITY.

Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and the possible consequences of failing to provide such data.

THE SOURCE OF PERSONAL DATA IF IT WASN'T COLLECTED DIRECTLY FROM YOU.

Any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing. What forms of ID will I need to provide in order to access this? Clover accepts the following forms of ID when information on your personal data is requested:

- o **Valid government issued ID, passport or driver's license**
- o **Birth certificate**
- o **Proof of current address**

CONTACT DETAILS OF THE GDPR OWNER:

Clover is the owner of this statement and is responsible for ensuring that this record is reviewed in line with the review requirements of the GDPR. A current version of this statement is available to all staff and customers, through contact us (<http://www.clovergroup.com/contacto/>)

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