

# Terms of Service

We welcome you to Vibeable and our website at [www.vibeable.io](http://www.vibeable.io) and thank you for your interest in these Terms and Conditions (the “Terms”). These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Vibeable Limited of 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom. (“Vibeable”. “we”, “us” or “our”), concerning your access to and use of our Website and Services (“Service”).

You agree that by accessing the Service, you have read, understood, and agree to be bound by all of these Terms. If you do not agree with all of these Terms, then you are expressly prohibited from using the Service and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Service after the date such revised Terms are posted.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Service. If you are a minor, you must have your parent or guardian read and agree to these Terms prior to you using the Service.

## 1. General Terms

- 1.1. The provisions set out in these Terms govern your access to and your use of our Website and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Website.
- 1.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our Website on these Terms.
- 1.3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Website, you agree and acknowledge that:
  - 1.3.1. you have read the terms set out in these Terms and agree to be bound by and comply with them;
  - 1.3.2. you are at least 18 years of age or have obtained and verifiable parental consent upon our demand; and
  - 1.3.3. you shall ensure that all Users of your Account abide by these Terms.
- 1.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 1.5. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our Website or your Account at any time, or remove or edit content (including content submitted by you) on our Website or on any of our affiliated websites (including social media pages).
- 1.6. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Website or any other products, services, affiliated websites (including social media pages)



and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

- 1.7. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Website or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.

## 2. Subscriptions and selected packages

- 2.1. Depending on the Distribution Services you may choose and in connection with our Distribution Agreement you may be required to pay subscription fees and/or other ad-hoc or ancillary fees before you can access or use our Services ("Fees"). These Fees will be notified to you through our Platform.
- 2.2. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our Platform. By purchasing the recurring subscription, you authorise us or our related corporations to automatically charge the Fees:
- 2.3. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
- 2.4. on the renewal date of the subscription period thereafter, without any further action by you.
- 2.5. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our Platform or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our Platform or any of the Services.
- 2.6. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- 2.7. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 2.8. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 2.9. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 2.10. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription to our Platform, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.

## 3. Chargebacks

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through Vibeable, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and/or pursue legal action as the case may be.

## 4. Account Suspension and Termination

- 4.1. Vibeable reserves the right, at its sole discretion, to suspend or delete at any time and without notice, without any refund due to you, user accounts which it deems inappropriate, offensive or in violation of these Terms.



- 4.2. We will determine, in our discretion, whether there has been a breach of these Terms through your use of our Website. When a breach of this agreement has occurred, we may take such action as we deem appropriate.
- 4.3. Failure to comply with these Terms constitutes a material breach of these Terms and Conditions upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:
  - 4.3.1. immediate temporary or permanent withdrawal of your right to use our Website;
  - 4.3.2. immediate temporary or permanent removal of any Services rendered;
  - 4.3.3. issuance of a warning to you;
  - 4.3.4. legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;
  - 4.3.5. further legal action against you; and/or
  - 4.3.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
  - 4.3.7. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **5. Uploading content to our Website**

- 5.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Website complies with our Privacy Policy, the DPA and GDPR and any other applicable laws.
- 5.2. You are fully responsible for your content uploaded to our Website. We will not be responsible, or liable to any third party, for:
  - 5.2.1. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Website; or
  - 5.2.2. the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data.
- 5.3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymised and used only for the purposes of improving the Services and our response to users of the Website.
- 5.5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Website constitutes a violation of their rights under applicable law.
- 5.6. We have the right to delete any content uploaded to our Website if, in our opinion, it does not comply with the content standards set out by us.

## **6. Prohibited Uses**

- 6.1. You may use our Website only for lawful purposes. You may not use our Website:
  - 6.1.1. in any way that breaches any applicable local or international laws or regulations;
  - 6.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 6.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
  - 6.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 6.2. You also agree:



- 6.2.1. not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of our Terms; and
  - 6.2.2. not to access without authority, interfere with, damage or disrupt:
  - 6.2.3. any part of our Website;
  - 6.2.4. any equipment or network on which our Website is stored;
  - 6.2.5. any software used in the provision of our Website; or
  - 6.2.6. any equipment or network or software owned or used by any third party.
  - 6.2.7. not use any automated means or method that is not authorised by any applicable DSP, including bots, botnets, robots, spiders, scrapers, data mining tools, automated scripts, or the like, to access your Recording(s) from the DSPs to generate plays, public performances, streams, or other uses of, or interactions with, your Recording(s) for the purpose of generating fraudulent Sale Proceeds or otherwise
- 6.3. When sharing and submitting content to the Website, please do not share and submit content that:
- 6.3.1. contains violence, ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial, or religious nature.
  - 6.3.2. is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains exaggeration or unsubstantiated claims.
  - 6.3.3. violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
  - 6.3.4. discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
  - 6.3.5. sends repeated messages and/or makes derogatory or offensive comments about another individual or repeats the same message under multiple emails or subjects.
  - 6.3.6. Any submitted content that includes, but is not limited to the above, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.
- 6.4. We do not assert any ownership over your content. You retain full ownership of all of your content and any intellectual property rights, or other proprietary rights associated with your content. We are not liable for any statements or representations in your content provided by you in any area on the website.
- 6.5. You are solely responsible for your content to the Website, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your content.
- 6.6. We operate a zero-tolerance policy with regards to the abuse of our service users or staff. Personal or targeted insults, threats, obscene and aggressive comments directed at other service users or at staff will not be tolerated. Users who persist in engaging in this way may be excluded from our services.

## 7. Restrictions

- 7.1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
- 7.1.1. not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Website or any of the contents therein for any commercial or other purposes;
  - 7.1.2. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Website nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Website or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;



- 7.1.3. not to provide or otherwise make available our Website in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
- 7.1.4. to include our copyright notice on all entire and partial copies you make of our Website on any medium;
- 7.1.5. to comply with all applicable technology control or export laws and regulations; and
- 7.1.6. not to disrupt, disable, or otherwise impair the proper working of the Services, our Website or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

## **8. Intellectual property rights**

- 8.1. You acknowledge that all intellectual property rights in our Website anywhere in the world belong to us, that rights in our Website are licensed (not sold) to you, and that you have no rights in, or to, our Website other than the right to use them in accordance with these Terms.
- 8.2. Any intellectual property rights in content uploaded by you to our Website shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive licence to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Website.
- 8.3. You acknowledge that you have no right to have access to our Website in source code form.
- 8.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded from our Website in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.5. We respect the intellectual property rights of others. If you believe that any material available on or through the Website or Site Content infringes upon any copyright you own or control, please immediately notify us using [support@vibeable.io](mailto:support@vibeable.io).
- 8.6. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to Swiss and international copyright law you may be held liable for damages if you raise false allegations.
- 8.7. All Notifications should meet the following requirements:
  - 8.7.1. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - 8.7.2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the website are covered, a list of such works on the website;
  - 8.7.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
  - 8.7.4. Information reasonably sufficient to permit us to contact you, and, if available, an email address at which you may be contacted;
  - 8.7.5. a clear statement that you believe that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law;

## **9. Warranties**

- 9.1. While we make all efforts to maintain the accuracy of the information on our Website, we provide the Services, Website and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 9.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Website, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.



## 10. Limitation of Liability

- 10.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Website and any Related Content. You expressly agree that your use of the Services and our Website, is at your sole risk.
- 10.2. You agree not to use the Services, our Website and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our Website or any other website or software) for:
- 10.2.1. loss of profits, sales, business, or revenue;
  - 10.2.2. business interruption;
  - 10.2.3. loss of anticipated savings;
  - 10.2.4. loss or corruption of data or information;
  - 10.2.5. loss of business opportunity, goodwill or reputation; or
  - 10.2.6. any other indirect or consequential loss or damage.
- 10.3. Nothing in these Terms shall limit or exclude our liability for:
- 10.3.1. death or personal injury resulting from our negligence;
  - 10.3.2. fraud; and/or
  - 10.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 10.4. Our Website is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 10.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our Website. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our Website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 11. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

## 12. Other important terms

- 12.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 12.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 12.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 12.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.



- 12.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **Privacy Policy**

We welcome you to Vibeable and our website at [www.vibeable.io](http://www.vibeable.io) and thank you for your interest in this Privacy Policy! At Vibeable we are committed to protecting and respecting your privacy when you use our Website and Services (“website”).

In principle, we will only use your personal data in accordance with applicable data protection laws, in particular the UK`s Data Protection Act (“DPA”), the General Data Protection Regulation (“GDPR”), and only as described in this privacy policy.

### **What is Personal Data?**

Personal data is any information relating to personal or material circumstances that relates to an identified or identifiable individual. This includes, for example, your name, date of birth, e-mail address, postal address, or telephone number as well as online identifiers such as your IP address. In contrast, information of a general nature that cannot be used to determine your identity is not personal data. This includes, for example, the number of users of a website.

### **Responsible for data processing**

Responsible for data processing is:

Vibeable Limited  
71-75 Shelton Street,  
Covent Garden,  
London, WC2H 9JQ,  
United Kingdom.

Web: [www.vibeable.io](http://www.vibeable.io)

E-Mail: [support@vibeable.io](mailto:support@vibeable.io)

### **General information on data processing**

All personal data that we obtain from you via the website will be processed for the purposes described in more detail below. This is done within the framework of the DPA and GDPR or with your consent. And of course, only when data processing is permitted and if:

- you have given your consent,



- the data is necessary for the fulfilment of a contract / pre-contractual measures,
- the data is necessary for the fulfilment of a legal obligation or
- the data is necessary to protect the legitimate interests of our company, provided that your interests are not overridden.

We process and store your personal data only for the period of time required to achieve the respective processing purpose or for as long as a legal retention period (in particular commercial and tax law) exists. Once the purpose has been achieved or the retention period has expired, the corresponding data is routinely deleted.

### **Data processing when you submit it to our website and when you use our services**

When you contact us through our website or use our services, some data is collected and processed by us or on our behalf by our selected third-party providers.

#### *a) Contacting us*

If you contact us, we process the following data from you for the purpose of processing and handling your request: first name, last name, e-mail address, and, if applicable, other information if you have provided it, and your message. The legal basis for the data processing is our obligation to fulfil the contract and/or to fulfil our pre-contractual obligations and/or our overriding legitimate interest in processing your request.

#### *b) Data management and customer support*

For optimal customer support, we use first name, last name, e-mail address, and the data related to your contract with us. Your data may be stored on our website and/or our customer relationship management system ("CRM system"). This data processing is based on our legitimate interest in providing our customer service.

#### *c) Contract processing*

We process your first name, last name, e-mail address and the data related to your contract with us data to handle the contractual relationship between you and us. The legal basis for the data processing is the fulfilment of our contractual obligations and, in individual cases, the fulfilment of our legal obligations.

If you make a purchase your payment will be processed via the payment service providers [Stripe](#) and [PayPal](#) and payment will solely be processed through the payment system of Stripe or PayPal. The legal basis for the provision of a payment system is the establishment and implementation of the user contract for the use of the service

#### *d) Registration*

Users can create a user account. As part of the registration process, doing so users provide first name, last name, e-mail address during the registration process. The data provided will be used for the purposes of using the account and providing and/or purchasing the offerings. Users may be informed by e-mail about information relevant to the offer or registration, such as changes to the scope of the offer or technical circumstances. If users have terminated their user account, their data with regard to the user account will be deleted, subject to their retention is necessary for commercial or tax reasons. It is the responsibility of the users to save their data in the event of termination before the end of the contract.

In the context of the use of our registration and login functions as well as the use of the user account, we store the IP address and the time of the respective user action. The storage is based on our legitimate interests, as well as the user's protection against misuse and other unauthorised use.

#### *e) When using our services*

We process the data of our registered users, in order to be able to provide our contractual services as well as to ensure the security of our services and to be able to develop it further. The user can upload





additional personal and non-personal data, as well as content such as Cover art, photos and text. Some of the data you choose to provide to us may be considered “special” or “sensitive” in certain jurisdictions, for example your racial or ethnic origins, sexual orientation, and religious beliefs. By choosing to provide this data, you consent to our processing of that data.

Where any Personal Data relates to a third party, you represent and warrant that the Personal Data is up-to-date, complete, and accurate and that you have obtained the third party’s prior consent for our collection, use and disclosure of their Personal Data for the Purposes. You agree that you shall promptly provide us with written evidence of such consent upon demand by us.

Unless otherwise specified the purposes of processing are contractual performance and service, contact requests and communication, office and organisational procedures, administration, and response to requests, visit action evaluation. The legal basis for the data processing is the fulfilment of our contractual obligations and, in individual cases, the fulfilment of our legal obligations as well as your Consent.

You may withdraw your consent and request us to stop using and/or disclosing your Personal Data for any or all of the Purposes by submitting your request to us in writing to [support@vibeable.io](mailto:support@vibeable.io).

### **Processing of Automatically Collected Data**

#### *a) Collection of access data and log files*

We also collect data on every access to our website. The access data includes the name of the website accessed, file, date and time of access, amount of data transferred, notification of successful access, browser type and version, the user's operating system, referrer URL (the previously visited page), IP address and the requesting provider .

Log file information is stored for security reasons (e.g., for the clarification of abuse or fraud) for a maximum of 7 days and then deleted. Data whose further storage is necessary for evidentiary purposes is exempt from deletion until the respective incident is finally clarified. The legal basis for the data processing is our legitimate interest in providing an appealing website.

#### *b) Use of cookies*

We use so-called cookies on our web site. cookies are small text files that are stored on your respective device (PC, smartphone, tablet, etc.) and saved by your browser. For further information please refer to our Privacy Policy. The legal basis for the use of cookies is your consent *as well as* our legitimate interest.

### **Integration of third-party services and content**

We use content or service offers of third-party providers on the basis of our legitimate interests in order to integrate their content and services (hereinafter uniformly referred to as "content").

This always requires that the third-party providers of this content are aware of the IP address of the user, as without the IP address they would not be able to send the content to their browser. The IP address is therefore necessary for the display of this content.

Third-party providers may also use so-called pixel tags (invisible graphics, also known as "web beacons") for statistical or marketing purposes. The "pixel tags" can be used to evaluate information such as visitor traffic on the pages of our website. The pseudonymous information may also be stored in cookies on the user's device and may contain, among other things, technical information about the browser and operating system, referring websites, time of visit and other information about the use of our website, as well as being linked to such information from other sources.

The following provides an overview of third-party providers and their content, together with links to their privacy policies, which contain further information on the processing of data and so-called opt-out measures, if any:



- Tag Management and Bookmarking: Google Tag Manager and Google Site Tag by [Google Inc](#)
- Analytics and Tracking: Google Analytics by [Google Inc](#)
- Web Hosting Provider: [Cloudflare](#)

### **Transfer of personal data**

In the course of our business and website operations, we may disclose your personal data by transmission to third parties and, where applicable, to so-called third countries outside the UK and the EEA. Where we transfer data to third parties, we ensure a system of adequate protection mechanism and so-called "processing agreement" is signed with them. We will not disclose or otherwise distribute your personal data to third parties unless this:

- is necessary for the performance of our services,
- you have consented to the disclosure,
- or the disclosure of data is permitted by relevant legal provisions.

However, we are entitled to outsource the processing of your personal data in whole or in part to external service providers acting as processors within the framework of the DPA and GDPR. External service providers support us, for example, in the technical operation and support of the website, data management, the provision and performance of services, marketing, as well as the implementation and fulfilment of reporting obligations.

The service providers commissioned by us however will process your data exclusively in accordance with our instructions and we remain in accordance with the DPA and GDPR responsible for the protection of your data. Doing so we always make sure that service providers commissioned by us are carefully selected, follow strict contractual regulations, technical and organisational measures, and additional controls by us.

We may also disclose Personal Data to third parties if we are legally obliged to do so e.g., by court order or if this is necessary to support criminal or legal investigations or other legal investigations or proceedings at home or abroad or to fulfil our legitimate interests.

### **Duration of data storage**

We store personal data on our secure server and only for as long as it is necessary for the purposes for which it is processed or for as long as any consent you have given us has been revoked by you. Insofar as statutory retention obligations must be observed, the storage period for certain data may be up to 6 years, irrespective of the processing purposes.

### **Direct marketing in the context of a customer relationship**

Insofar as you have also given us your separate consent to process your data for consulting, marketing and advertising purposes, we are entitled to contact you for these purposes via the communication channels you have given your consent to.

### **Advertising and Marketing**

Insofar as you have also given us your separate consent to process your data for marketing and advertising purposes, we are entitled to contact you for these purposes via the communication channels you have given your consent to.

You may give us your consent in a number of ways including by selecting a box on a form where we seek your permission to send you marketing information, or sometimes your consent is implied from your interactions or contractual relationship with us. Where your consent is implied, it is on the basis that you would have a reasonable expectation of receiving a marketing communication based on your interactions or contractual relationship with us.



Direct Marketing generally takes the form of e-mail but may also include other less traditional or emerging channels. These forms of contact will be managed by us, or by our contracted service providers. Every directly addressed marketing sent or made by us or on our behalf will include a means by which you may unsubscribe or opt out.

### **Your data subject rights**

These rights are standardised in the DPA and GDPR. These include:

- the right to information,
- the right to rectification,
- the right to erasure,
- the right to restriction of data processing,
- the right to data portability,
- the right to object to data processing,
- the right to revoke any consent you have given, and
- the right to lodge a complaint with the competent supervisory authority.

Please contact us at any time with questions and suggestions regarding data protection and to enforce your rights as a data subject.

We encourage you to contact us if you have any information requests, requests for information or objections about data processing or concerns. However, you also have the right to file a complaint with your local supervisory authority. However, we would appreciate it if you would contact us with your concern before turning to a supervisory authority.

### **Security**

State-of-the-art internet technologies are used to ensure the security of your data. During the online enquiry process, your details are secured with SSL encryption. For secure storage of your data, the systems are protected by firewalls that prevent unauthorised access from outside. In addition, technical and organisational security measures are used to protect the personal data you have provided against accidental or intentional manipulation, loss, destruction, or access by unauthorised persons.

### **Updating your information**

If you believe that the information, we hold about you is inaccurate or that we are no longer entitled to use it and want to request its rectification, deletion, or object to its processing, please do so by contacting us. For your protection and the protection of all of our users, we may ask you to provide proof of identity before we can answer the above requests.

Keep in mind, we may reject requests for certain reasons, including if the request is unlawful or if it may infringe on trade secrets or intellectual property or the privacy of another user. Also, we may not be able to accommodate certain requests to object to the processing of personal information, notably where such requests would not allow us to provide our service to you anymore.

### **Withdraw your consent**

You may withdraw your consent and request us to stop using and/or disclosing your Personal Data for any or all of the Purposes by submitting your request to us in writing to [support@vibeable.io](mailto:support@vibeable.io). Should you withdraw your consent to the collection, use or disclosure of your Personal Data, it may impact our ability to proceed with your transactions, agreements, or interactions with us. Prior to you exercising your choice to withdraw your consent, we will inform you of the consequences of the withdrawal of your consent. Please note that your withdrawal of consent will not prevent us from exercising our legal rights (including any remedies) or undertaking any steps as we may be entitled to at law.

### **Data Intermediary**



Where we process your Personal Data as a data intermediary on behalf of a third party, we will process your Personal Data in accordance with the instructions of the third party and shall use it only for the purposes agreed between you and the third party. All such Personal Data will be protected and retained in accordance with this privacy policy and the terms of the DPA and GDPR. We will take steps to inform the third party of any requests, complaints, or questions that you may have regarding such Personal Data.

### **Third Party Policies**

Our website may, from time to time, contain links to and from the websites of our partner networks, business partners and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Data to these websites.

### **Personal information and children**

Our services are aimed at people aged 18 and over. We will not knowingly collect, use or disclose personal information from minors under the age of 18 without first obtaining consent from a legal guardian through direct offline contact.

### **Online presences in social media**

We maintain online presences within social networks and websites in order to be able to communicate with the customers, interested parties and users active there and to inform them about our services there. When calling up the respective networks and websites, the terms and conditions and data processing guidelines of their respective operators apply. Unless otherwise stated in our privacy policy, we process the data of users if they communicate with us within the social networks and websites, e.g., write posts on our online presences or send us messages.

### **Does this policy change?**

We may from time to time update our Privacy Policy, to reflect a change in the law, in our business practices or the cookies we use. This Privacy Policy was last updated on Saturday, 19 November 2022.

### **Do you have any questions?**

Please contact us if you have any comments or questions about this policy and/or our use of your Personal Data.

## **Cookie Policy**

We welcome you to Vibeable and our website at [www.vibeable.io](http://www.vibeable.io) and thank you for your interest in this Cookie Policy! In accordance with the UK's Privacy and Electronic Communications Regulations ("PECR") and the EU's Privacy and Electronic Communications Directive ("PECD") this policy explains you what Cookies do, how we use them and what you can do to manage cookies on your device.

### **What are cookies?**

Cookies are small pieces of data stored on your computer, tablet or smartphone. They allow us to recognise your device's IP address and collect information about the pages you visit, the choices you make and the functions you perform. Cookies are not programs that may contain malware or viruses.

We use cookies and similar technologies (e.g., pixel tags). These technologies are small data files that are placed on your device (computer, phone, tablet, etc.). In this policy and in our privacy policy, we simply use the term "cookie" to describe them all.



### **Are you using first- and third-party cookies?**

We use both our own cookies and third-party cookies. A third-party cookie is a cookie that is created and placed by external partners, such as partners that provide content for our website, providers of some of our features on the website, or programs we use for analytics. Through the third-party cookies, these external partners may collect personal information such as your IP address and information about your browsing behaviour.

### **How our website uses cookies**

Some cookies perform essential tasks for the website. Cookies also help us understand why you visit the website. This allows us to continually improve the website and tailor it to your particular needs and interests. We also use cookies to target our advertising on other websites specifically to you. We generally use cookies as part of our service to provide you with content that is as relevant to you as possible.

When you first visit our website, you will be asked if you agree to cookies being stored on your device. You can choose to accept all cookies or adjust your cookie settings so that only some of the categories of cookies listed below are stored on your device. You can also choose to reject all cookies except for the essential cookies that are required for the proper functioning of the website.

You should be aware that if you choose to disable/reject certain cookies, we will not be able to provide you with the best possible user experience on our website as there may be services and features that you will not be able to use because they require cookies to remember the choices you have made.

You have the option to withdraw your consent or change your cookie settings at any time, to do so follow the link to your browser [Google Chrome](#), [Mozilla Firefox](#), [Flash cookies](#), [Microsoft Internet Explorer/ Edge](#), [Opera](#), [Safari](#).

### **Types of Cookies**

The least privacy invasive type of cookies are *Essential or Necessary cookies*. These cookies are essential or necessary to ensure that a website works properly and is secure so that you can navigate a website and use its features. Without these cookies, certain features of a website would not function, and thus you would not be able to use certain services.

There are also *Functional cookies* or sometimes called convenience cookies. These cookies allow a website to remember the options a user has made (including user ID's stored, consents given, or languages selected) and other personalisation options you have selected when browsing.

Further there are also *Analysis and performance cookies*, which are used to monitor and improve the function and service of a website. Those can track down problems when using a website, facilitate online surveys, record visitor numbers, and provide analytics metrics.

*Lastly, advertising cookies or targeting cookies*. They are used to deliver customised advertising to the user. This can be very convenient, but also very annoying.

### **The cookies we use**

According to the PECR and PECD, the use of functional, analysis and performance or advertising cookies require your consent and thus the legal basis for the use of personal data in relation to cookies, the use of cookies would then be your consent as well as our legitimate interest.

Below you can find the cookies we use listed in accordance with their Name, Description, Lifespan, and Type. Please keep in mind that this list may be updated from time to time.

- [\\_ga](#)



- The `_ga` cookie, installed by Google Analytics, calculates visitor, session and campaign data and also keeps track of site usage for the site's analytics report. The cookie stores information anonymously and assigns a randomly generated number to recognise unique visitors.
- 2 years
- Analytics
- `_gid`
  - Installed by Google Analytics, `_gid` cookie stores information on how visitors use a website, while also creating an analytics report of the website's performance. Some of the data that are collected include the number of visitors, their source, and the pages they visit anonymously.
  - 1 day
  - Analytics
- `_gat_gtag_UA_232327305_1`
  - Set by Google to distinguish users.
  - 1 minute
  - Analytics

### What is Google Analytics?

Google Analytics is a web analytics service offered by [Google Inc](#) that tracks and reports website traffic. When Google Analytics is used, interactions of website visitors are primarily recorded and systematically evaluated with the help of analytical cookies. The following data is processed through the use of Google Analytics:

- 3 bytes of the IP address of the called system of the website visitor (anonymised IP address),
- the website called up,
- the website from which the user reached the accessed page of my website (referrer),
- the subpages accessed from the website,
- the time spent on the website
- the frequency with which the website is accessed.

Google states that it will not associate your IP address with any other data held by Google. You can prevent the storage of cookies by setting your browser accordingly. You can also prevent the collection of the data generated by Google as well as the processing of this data by Google by downloading and installing the browser plugin available under the following link: <http://tools.google.com/dlpage/gaoptout?hl=en>.

### Does this policy change?

We may from time to time update our Cookie Policy, to reflect a change in the law, in our business practices or the cookies we use. This Cookie Policy was last updated on Saturday, 19 November 2022.

### Do you have any questions?

Please contact us if you have any comments or questions about this policy and/or our use of cookies.

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