

## Policies

The following document contains information on:

- Privacy Policy
- Website Terms of Use
- E-mail Disclaimer

### MUSKITA Aluminium Industries Privacy Policy

We are committed to protecting your privacy – in this privacy policy, we set out how we collect your personal data, how we use it, and what rights and choices you have in relation to the personal data we hold and process.

#### Who decides why and how we process your personal data?

MUSKITA Aluminium Industries Limited (“**MUSKITA**”) determines why and how we process your personal data.

#### What personal data might we collect?

We collect different types of personal data for different reasons – this may include:

- *Contact information*: Information such as your name, job title, postal address, home address where you provide this to us, business address, telephone number, mobile number, fax number and email address.
- *Payment data*: Data necessary for us to process payments and implement fraud prevention measures, including credit / debit card numbers, security code numbers and other such relevant billing details.
- *Platform information*: Your password and other related log-in details for platforms maintained by MUSKITA, where you have access to any.
- *Details from events*: In some cases, we may collect information about you to tailor our events to your preferences.
- *Compliance details*: We may collect personal data on the technical certifications held by our partners and clients, such as CE certifications, for the purposes of ensuring compliance with applicable production regulations.

#### When do we collect your personal data?

We may collect personal data about you in various cases, such as for example:

- When you or your business seek our products or services or use any of our online client services;
- When you or your organisation make an enquiry through our website, in person, over email or over the telephone;

- When you attend a MUSKITA seminar or other events we may organise, or sign up to receive communications from us, including training;
- When a corporate entity engages us to provide services and you hold an office or an interest in or have certain relationships with that entity (e.g. as a director or employee); or
- When you or your organisation provide services to us, or otherwise offer to do so.

### **How will we use your personal data?**

We will use your personal data for the following purposes (***Permitted Purposes***):

- To fulfil our contractual duty towards you on the basis of our agreement with you.
- To provide you with services or other things you may have requested, including our online service portal, as instructed or requested by you or your organisation;
- To manage and administer your or your organisation's business relationship with us, including processing payments, accounting, billing and collection or support services;
- For compliance with our legal or tax obligations (such as audit or tax reporting);
- To analyse and improve our services and communications to you;
- To process complaints in relation to our products; and
- To communicate with you through the channels you have approved to keep you up to date on the latest developments, announcements, and other information about our services, products and technologies at MUSKITA as well as events and projects we may organise.

Where you have expressly given us your consent, we may process your personal data also for the following purposes:

- For customer surveys, marketing campaigns, market analysis, contests or other promotional activities or events; or
- To collect information about your preferences to create a user profile to personalise and foster the quality of our communication and interaction with you (for example, by way of newsletter tracking or website analytics).

With regard to newsletters, legal updates and other general communications, you will always have the option to opt out of receiving such communications at any time.

### **Legal grounds for processing**

Depending on which of the above Permitted Purposes we use your personal data for, we may process your personal data on one or more of the following legal grounds provided for under applicable data protection legislation:

- Because processing is necessary for the performance of a contract with you or your organisation;
- To comply with our legal obligations (e.g. to keep pension records or records for tax purposes); or
- Because MUSKITA or MUSKITA's contractors have a legitimate interest to process your personal data.
- We may also process your data based on your consent where you have expressly given that to us.

## **How will we share your personal data?**

We may share your personal data in the following circumstances:

- We may instruct service providers within or outside MUSKITA, domestically or abroad, e.g. IT services or server providers, to process personal data for the Permitted Purposes on our behalf and in accordance with our instructions only. In certain case, this may also mean that your personal data may be transferred to locations outside the EU or European Economic Area (“EEA”). MUSKITA will retain control over and will remain fully responsible for your personal data and will use appropriate safeguards as required by applicable law to ensure the integrity and security of your personal data when engaging such service providers;
- We may also use aggregated personal data and statistics for the purpose of monitoring website usage in order to help us develop our website and our services.

We will otherwise only disclose your personal data when you direct us or give us permission to do so or otherwise as required by law, such as for meeting legal and tax obligations.

## **How do we keep your personal data safe?**

We take the appropriate technical and organisational measures to keep your personal data confidential and secure, in accordance with our internal policies and procedures regarding storage of, access to and disclosure of personal data. We may keep your personal data in our electronic systems, in the systems of our contractors, or in paper files.

## **Personal data we receive from you about other people**

Where you provide us with the personal data of other people, such as your employees, directors of your companies, or other persons you may have dealings with, you must ensure that you are entitled to disclose that personal data to us and furthermore that, without being required to take further steps, we can collect, use and disclose that data in the manner described in this policy.

## **Transfers of personal data**

In certain cases, we may transfer the data we collect from you to any of our suppliers or service providers (see above section on ‘How will we share your personal data?’), and your data may therefore in certain cases be processed at a destination outside the EEA by our suppliers or providers.

In each case we take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy and when making such transfers, we will ensure that they are subject to appropriate safeguards in accordance with applicable data protection legislation. Please get in touch at [dataprotection@muskita.com.cy](mailto:dataprotection@muskita.com.cy) if you wish to obtain further information on the appropriate safeguards which we are adhering to.

## **How long do we keep your personal data?**

We delete your personal data once it is no longer reasonably necessary for us to keep it for the Permitted Purposes, or, where we have relied on your consent to keep your personal data, when you withdraw your consent for us to do so, and we are not otherwise legally permitted or required to keep the data. For further information on how long we may keep your data for please get in touch at [dataprotection@muskita.com.cy](mailto:dataprotection@muskita.com.cy).

## **What rights do you have?**

Subject to certain conditions under applicable legislation, you have the right to:

- request a copy of the personal data which we hold about you;
- have any inaccurate data we hold about you corrected;
- object or restrict our use of your personal data;
- submit a complaint if you have concerns about the way in which we are handling your data.

To do any of the above, please contact us at [dataprotection@muskita.com.cy](mailto:dataprotection@muskita.com.cy). To enable us to process your request, we may require that you provide us with proof of your identity, such as by providing us with a copy of a valid form of identification – this is to protect the personal data we hold from unauthorised access requests and comply with our security obligations.

## **Corrections, updates and complaints**

Where any personal data you have provided us with has changed, or where you believe the personal; data we hold is inaccurate, or where you wish to make a complaint regarding our handling of your personal data, please let us know at [dataprotection@muskita.com.cy](mailto:dataprotection@muskita.com.cy).

In relation to complaints, we will promptly respond to your requests and complaints. In the event that you are unhappy with our response, you may submit a complaint to the relevant privacy regulator. We can provide details of the relevant privacy regulator upon request.

## **Changes to our Privacy Policy**

This Privacy Policy was last updated on May 22<sup>nd</sup> 2018. We have the right to update the contents of this Privacy Policy from time to time to reflect any changes in the way in which we process your personal data or to reflect legal requirements as these may change. In case of updates, we will post the revised Privacy Policy on our website. Changes will take effect as soon as the revised version is made available on our websites.

We can provide a copy of this Privacy Policy in Greek upon request at: [dataprotection@muskita.com.cy](mailto:dataprotection@muskita.com.cy).

## Website Terms of Use

This terms of use (together with the documents referred to in it) describes the terms of use on which you may make use of our website [www.muskita.com.cy](http://www.muskita.com.cy), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site. Please read these terms of use carefully before you start to use our site. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

### 1) Confidentiality

If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@muskita.com.cy](mailto:info@muskita.com.cy).

### 2) Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact [info@muskita.com.cy](mailto:info@muskita.com.cy).

### 3) Copyright

We are the owner of all intellectual property rights in our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

#### **4) Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **5) Limitation of liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue; business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### **6) Changes to the terms of use**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **7) Reliance**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## **E-mail Disclaimer**

This e-mail is confidential and for use by the addressee only. It may not be disclosed to, copied or used by anyone else. If you have reason to believe that you are not the intended recipient, please contact the sender immediately. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late, incomplete, or contain viruses. We have taken all reasonable precautions to ensure that this e-mail, and any attachments are free from such viruses. However, we recommend that this e-mail be scanned with your own software and accept no liability for any damage caused by errors, viruses or omissions transmitted by this e-mail.