

Website Terms of Use - UK and Group Website Data Privacy Policy

WEBSITE TERMS OF USE

Thank you for accessing the website (**Website**) of Algeco (**Algeco, we, our or us**) and these Website terms of use (**Terms of Use**).

This Website is maintained and operated by Algeco UK Limited, whose registered address is at Manor Drive, Peterborough, PE4 7AP, under registration number 0147207, an affiliate company in the Modulaire Group (**Modulaire Group**). Algeco operates this Website for the purpose of promoting the goods and services supplied by Algeco in the UK. By using this Website, you accept these Terms of Use. Algeco reserves the right to modify these Terms of Use from time to time and invites you to continue reviewing them whenever accessing or using this Website. If at any time, you do not wish to accept these conditions then you should not continue using or viewing this Website.

NO RELIANCE

We take proactive steps to ensure the accuracy of the information provided via our Website; however, we cannot guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material appearing on it. We bear no responsibility for content provided by third parties. We have no obligation to verify the content of such information nor to edit any such information provided by third parties. We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any third party details and you acknowledge that any reliance on such information will be at your own risk.

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NO WARRENTY

This Website and its content are provided on an “as is” basis and therefore exclude all warranties of any kind, either express or implied, to the fullest extent permissible under applicable law. We accept no liability for functions contained on the Website and make no warranty that the Website will operate uninterrupted or error-free or that any defect will be corrected. In particular, we do not warrant that the Website is compatible with your computer equipment or that the Website or its server is free of errors, viruses, worms or “Trojan horses”. Neither Algeco nor the Modulaire Group will be liable for any damage you may suffer as a result of such destructive features.

LOCAL LAWS & REGULATIONS

This Website is not directed at persons in a jurisdiction where for any reason the Website’s publication or availability is prohibited and any person for whom such a prohibition applies must not access the Website. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations.



GROUP WEBSITE DATA PRIVACY POLICY

Modulaire Group respects your privacy and is committed to protecting your personal data.

PURPOSE

This Website Data Privacy Policy (**Website Policy**) aims to give you information on how Modulaire Group collects and processes your personal data **through your use of its Websites**, including any data you may provide through this Website when you sign up to our newsletter, purchase a product or service online or take part in a competition via our Website. This Website Policy will inform you as to how we look after your personal data when you visit our Website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you. This Website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this Website Policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Website Policy supplements the other notices and is not intended to override them.

CONTROLLER

Modulaire Group is made up of different legal entities, details of which can be found in the appendix below. This Website Policy is issued on behalf of the Modulaire Group so when we mention “Modulaire Group”, “we”, “us” or “our” in this Website Policy, we are referring to the relevant company in the Modulaire Group responsible for processing your data. We will let you know which entity will be the controller for your data when you purchase a product or service with us. The controller and entity responsible for our local websites is the applicable local entity listed in the appendix to this Website Policy.

You have the right to make a complaint at any time to the supervisory authority for data protection issues in your own country. We would, however, appreciate the chance to deal with your concerns before you approach the supervisory authority so please contact us in the first instance. If you have any questions about this Website Policy, including any requests to exercise your legal rights, please contact privacyquestions@modulairegroup.com.

CHANGES TO THE POLICY & YOUR DUTY TO INFORM US OF CHANGES

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

THIRD PARTY LINKS

Our Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy statements of every website you visit.

THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- Contact Data includes billing address, delivery address, email address and telephone numbers.
- Financial Data includes bank account and payment card details.
- Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this Website.
- Profile Data includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- Usage Data includes information about how you use our Website, products and services.
- Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Website Policy.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

HOW IS YOUR PERSONAL DATA COLLECTED

We use different methods to collect data from and about you including through:

- Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - enquire about our products or services;
 - create an account with us;
 - subscribe to our service or publications;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us some feedback.
- Automated technologies or interactions. As you interact with our Website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources as set out below:
 - Technical Data from the following parties:
 - analytics providers such as Google based outside the EU;
 - advertising networks such as Google based outside the EU, search information providers such as Google based outside the EU. Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Experian based inside the EU.
- Identity and Contact Data from data brokers or aggregators such as Glenigan based inside the EU.
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us at privacyquestions@modulairgroup.com.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DETAILS

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us at privacyquestions@modulairegroup.com if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you or the company you represent as a new customer	a) Identity b) Contact	Performance of a contract
To process and deliver an order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	a) Identity b) Contact c) Financial d) Transaction e) Marketing and Communications	a) Performance of a contract b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you or the company you represent which will include: (a) Notifying you about changes to our terms or Website Policy (b) Asking you to leave a review or take a survey	a) Identity b) Contact c) Profile d) Marketing and Communications	a) Performance of a contract b) Necessary to comply with a legal obligation c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	a) Identity b) Contact c) Profile d) Usage e) Marketing and Communications	a) Performance of a contract b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and our Website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	a) Identity b) Contact c) Technical	a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	a) Identity b) Contact c) Profile d) Usage e) Marketing and Communications	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)

	f) Technical	
To use data analytics to improve our Website, products/services, marketing, customer relationships and experiences	a) Technical b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our Website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you or the company you represent	a) Identity b) Contact c) Technical d) Usage e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)

MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you or the company you represent may want or need, or what may be of interest to you or your company. This is how we decide which products, services and offers may be relevant.

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

Third Party Marketing

We will get your express opt-in consent before we share your personal data with any company outside the Modulaire Group for marketing purposes.

Opting Out

You can ask us or third parties to stop sending you marketing messages at any time, by contacting us at privacyquestions@modulairegroup.com. Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

Cookies

This Website uses technology called "cookies" which allow this Website to recognise and respond to you as an individual. You can choose to accept or decline cookies.

If you do choose to decline cookies, not all elements of this website may function as intended, so your website experience may be affected. For more information about our use of cookies, please see our Cookie Policy at <https://www.algeco.co.uk/cookie-policy>.

Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

DISCLOSURE OF YOUR PERSONAL DATA AND INTERNATIONAL TRANSFERS

We sometimes share your personal information with others and transfer it internationally.

We may share your personal information with members of the Modulaire Group and trusted third parties including :

- our agents and suppliers, including those who provide us with technology services such as data analytics, hosting and technical support;
- our professional advisors, auditors and business partners;
- regulators, governments and law enforcement authorities; and
- other third parties in connection with re-organising all or any part of our business.

Your personal information may be processed by us, our affiliated companies and our trusted third party suppliers outside of your home country. Data privacy laws in the countries to which your personal information is transferred may not be equivalent to, or as protective as, the laws in your home country.

We will implement appropriate measures to ensure that your personal information remains protected and secure when it is transferred outside of your home country, in accordance with applicable data protection and privacy laws. These measures include data transfer agreements implementing standard data protection clauses. You can find more information about data transfer agreements here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by contacting us at privacyquestions@modulairgroup.com

YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. If you wish to exercise any of the rights set out above, please contact us at privacyquestions@modulairgroup.com

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

You have the right to:

- Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In

some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

WAIVER

No waiver by us of any breach of these conditions will constitute a waiver of any other breach. No failure by us to exercise any remedy will constitute a waiver of the right subsequently to exercise that or any other remedy.

LINKS TO THE SITE

Websites or pages to which this site is linked (other than other websites operated by us) are for information only and have not been reviewed by us. We have no responsibility for the content of such websites or pages and accept no liability for any losses whatsoever that may be incurred as a result of any linking to the same.

GLOSSARY

Lawful Basis means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are over-riden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at privacyquestions@modulairegroup.com

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

APPENDIX - APPLICABLE MODULAIRE GROUP ENTITIES

Entity	Country
BCP V Modular Services Holdings Limited	Jersey
BCP V Modular Services Holdings II Limited	UK
BCP V Modular Services Holdings III Limited	UK
BCP V Modular Services Holdings IV Limited	UK
BCP V Modular Services Finance PLC	UK
BCP V Modular Services Finance II PLC	UK
Modulaire Global Finance Plc	UK
Modulaire Global Finance 2 Plc	UK
Algeco UK Holdings Limited	UK
Advanté Limited	UK
Malthus Uniteam (UK) Ltd	UK
Procomm Site Services (Holdings) Limited	UK
Procomm Site Services Limited	UK
Carter Accommodation Group Limited	UK
Carter Accommodation Holdings Limited	UK
Carter Accommodation Limited	UK
Carter Cabin Hire Limited	UK
Ristretto Investissements SAS	France
Algeco SAS	France
Altempo SAS	France
MBM Mietsystem für Bau und Industrie GmbH	Germany
Algeco GmbH	Germany
Algeco Holdings (Austria) GmbH	Austria
Algeco Austria GmbH	Austria
Algeco d.o.o.	Slovenia
Algeco Schweiz AG	Switzerland
Algeco Belgium NV	Belgium
Algeco Finance NV	Belgium
Algeco Holdings B.V.	Netherlands
Algeco B.V.	Netherlands
Buko Bouwsystemen Vuren B.V.	Netherlands
Buko Bouw & Winkels B.V.	Netherlands
Modulaire Investments B.V.	Netherlands
Modulaire Investments 2 S.à r.l.	Luxembourg
Modulaire Investments 3 S.à r.l.	Luxembourg

Algeco s.r.o.	Czech Republic
Algeco S.R.L.	Romania
Algeco Polska Sp. Zo.o.	Poland
Uniteam Poland Spółka Z.O.O	Poland
Algeco Kft.	Hungary
Algeco Construcciones Modulares, S.L.U	Spain
Algeco - Construcões Pré-Fabricadas, S.A.	Portugal
Locabox Costruzioni Modulari S.r.l	Italy
Tecnifor S.p.A	Italy
FAE Costruzioni Modulari Srl	Italy
Algeco S.p.A.	Italy
Algeco Nordics AS	Norway
Algeco Norway Holding AS	Norway
Algeco Norway AS	Norway
Algeco Finland Oy	Finland
Algeco Sweden Holding AB	Sweden
Algeco Sweden AB	Sweden
Algeco Denmark A/S	Denmark
Module Tech Oü	Estonia
Algeco Technology (Shenzhen) Co. Ltd.	China
Algeco Chengdong International Modular Housing Co., Ltd.	China
Ausco Holdings Pty Limited	Australia
Ausco Acquisitions Pty Limited	Australia
Ausco Asia Pty Limited	Australia
Ausco Modular Pty Limited	Australia
Ausco Modular Construction Pty Ltd	Australia
Ausco Finance Limited	Australia
New England Trading Pty Ltd	Australia
Portacom New Zealand Limited	New Zealand
Zhangjiagang Uniteam Mobile Shelter System Co., Ltd	China
Uniteam China Ltd	Hong Kong
Any entity acquired by the Modulaire Group after the date of these Terms of Use and Website Policy.	Other

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