

PRIVACY & COOKIES POLICY

Please read this Privacy & Cookies Policy carefully.

This Privacy & Cookies Policy (**Policy**) applies between you, the User of this Service and Carter, the owner and provider of this Service. Carter takes the privacy of your information very seriously. This Policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Service.

This Policy should be read alongside, and in addition to, our Terms and Conditions.

Definitions and interpretation

1. In this Policy, the following definitions are used:

Data	collectively all information that you submit to Carter via the Service. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws;
Cookies	a small text file placed on your computer by this Service when you visit certain parts of the Service and/or when you use certain features of the Service. Details of the cookies used by this Service are set out in the clause below “Cookies”
Data Protection Laws	any applicable law relating to the processing of personal Data, including but not limited to the Directive 96/46/EC (Data Protection Directive) or the GDPR, and any national implementing laws, regulations and secondary legislation, for as long as the GDPR is effective in the UK;
GDPR	the General Data Protection Regulation (EU) 2016/679;
Carter,we or us	Carter Labs Ltd, a company incorporated in England with company number 14227823 having its registered office at 20-22 Wenlock Road, London, N1 7GU;
Agent	An AI entity generated and configured on Carter’s Dashboard
Service	Carter’s AI platform which enables Users to create and configure digital AI entities to integrate into their code or projects.
UK and EU Cookie Law	the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;
User or you	any third-party that accesses the Service and is not either (i) employed by Carter and acting in the course of their employment or (ii) engaged as a

	consultant or otherwise providing services to Carter and accessing the Service in connection with the provision of such services; and
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2. In this Policy, unless the context requires a different interpretation:
 - a. the singular includes the plural and vice versa;
 - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Policy;
 - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - d. "including" is understood to mean "including without limitation";
 - e. reference to any statutory provision includes any modification or amendment of it;
 - f. the headings and subheadings do not form part of this Policy.

Scope of this Policy

3. This Policy applies only to the actions of Carter and Users with respect to this Service. It does not extend to any Services that can be accessed from this Service including, but not limited to, any apps or websites on which the Service operates or any links we may provide to social media websites.
4. For purposes of the applicable Data Protection Laws, Carter is the "data controller". This means that Carter determines the purposes for which, and the manner in which, your Data is processed.

Data collected

5. We may collect the following Data, which includes personal Data, from you:
 - name;
 - e-mail address;
 - web browser type and version (automatically collected);
 - operating system (automatically collected);
 - Voice data
 - a list of URLs starting with a referring site, your activity on this Service, and the site you exit to (automatically collected); and
 - Conversational information about your interactions with Carter Agents (automatically collected);
 in each case, in accordance with this Policy.

How we collect Data

6. We collect Data in the following ways:

- a. Data is given to us by you; and
- b. Data is collected automatically.

Data that is given to us by you

7. Carter will collect your Data in a number of ways, for example:

- a. when you contact us through the Service, by e-mail or through any other means;
 - b. when you register with us and set up an account to receive our services;
 - c. when you complete surveys that we use for research purposes (although you are not obliged to respond to them);
 - d. when you enter a competition or promotion through a social media channel;
 - e. when you elect to receive marketing communications from us;
 - f. when you use the Service;
- in each case, in accordance with this Policy.

Data that is collected automatically

8. To the extent that you access the Service, we will collect your Data automatically, for example:

- a. we automatically collect some information about your use of the Service. This information helps us to make improvements to content and navigation and includes your IP address, the date, times and frequency with which you access the Service and the way you use and interact with its content.
- b. we will collect your Data automatically using tracking technologies. For more information about these tracking technologies, and how we use them on the Service, see the sections below, headed "**Cookies**" and "**HTML 5 Local Storage**".

Our use of Data

9. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Service. Specifically, Data may be used by us for the following reasons:

- a. internal record keeping;
- b. improvement of our Service;
- c. transmission by email of marketing materials that may be of interest to you;

- d. contact for market research purposes which may be done using email. Such information may be used to customise or update the Service;
- in each case, in accordance with this Policy.
10. We may use your Data for the above purposes if we deem it necessary to do so for our legitimate interests. If you are not satisfied with this, you have the right to object in certain circumstances (see the section headed "**Your rights**" below).
11. For the delivery of direct marketing to you via e-mail, we will need your consent, whether via an opt-in or soft-opt-in:
- a. soft opt-in consent is a specific type of consent which applies when you have previously engaged with us (for example, you contact us to ask us for more details about a particular product/service, and we are marketing similar products/services). Under "soft opt-in" consent, we will take your consent as given unless you opt-out;
 - b. for other types of e-marketing, we are required to obtain your explicit consent; that is, you need to take positive and affirmative action when consenting by, for example, checking a tick box that we will provide;
 - c. if you are not satisfied about our approach to marketing, you have the right to withdraw consent at any time. To find out how to withdraw your consent, see the section headed "**Your rights**" below.
12. When you register with us to use our Service, the legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.
13. We may use your Data to show you adverts and promotions from appropriate advertisers as well as other content on other websites. If you do not want us to use your Data to show you adverts and promotions from appropriate advertisers as well as content on other websites, please turn off the relevant cookies (please refer to the section headed "**Cookies**" below).

Who we share Data with

14. We may share your Data with the following groups of people for the following reasons:
- a. any Company that you have engaged with in order to:
 - I. provide them with information about the performance of the Service in order to optimise their websites and offerings for Users; and
 - II. provide them with your contact details so that they can share relevant offers and promotions with you.
 - b. our employees, agents and/or professional advisors in order to obtain advice;
 - c. third-party service providers who process personal data to provide analytics which help us ensure the Service runs smoothly and optimise and customise the Service for you;

in each case, in accordance with this Policy.

Keeping Data secure

15. We will use technical and organisational measures to safeguard your Data, for example:
 - a. access to your account is controlled by a password and an email or social account that is unique to you. Passwords are encrypted and not accessible to Carter employees.
 - b. We store your Data on secure servers.
 - c. payment details are encrypted using SSL (typically you will see a lock icon or green address bar (or both) in your browser when we use this technology).
16. Technical and organisational measures include measures to deal with any suspected data breach. If you suspect any misuse or loss or unauthorised access to your Data, please let us know immediately by contacting us.
17. If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

Data retention

18. Unless a longer retention period is required or permitted by law, we will only hold your Data on our systems for the period necessary to fulfill the purposes outlined in this Policy or until you request that the Data be deleted.
19. Conversational data may be used in a numerical form to train mathematical models that we would use indefinitely unless you request that the data be deleted.
20. However, please note that even if we delete your personal Data, it may persist on backup or archival media for legal, tax or regulatory purposes or we may retain anonymised records of your historical use of the Service for analytics purposes.

Your rights

21. You have the following rights in relation to your Data:
 - a. **Right to access** - the right to request (i) copies of the information we hold about you at any time, or (ii) that we modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.

- b. **Right to correct** - the right to have your Data rectified if it is inaccurate or incomplete.
 - c. **Right to erase** - the right to request that we delete or remove your Data from our systems.
 - d. **Right to restrict our use of your Data** - the right to "block" us from using your Data or limit the way in which we can use it.
 - e. **Right to data portability** - the right to request that we move, copy or transfer your Data.
 - f. **Right to object** - the right to object to our use of your Data including where we use it for our legitimate interests.
22. To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please [contact us](#). We will endeavour to respond to your request as soon as is practicable or within a reasonable timeframe.
23. If you are not satisfied with the way a complaint you make in relation to your Data is handled by us, you may be able to refer your complaint to the relevant data protection authority. For the UK, this is the Information Commissioner's Office (ICO). The ICO's contact details can be found on their website at <https://ico.org.uk/>.
24. It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

Transfers outside the European Economic Area

25. Data which we collect from you may be stored and processed in and transferred to countries outside of the European Economic Area (EEA). For example, this could occur if our servers are located in a country outside the EEA or one of our service providers is situated in a country outside the EEA. We also share information with our group companies, some of which are located outside the EEA.
26. We will only transfer Data outside the EEA where it is compliant with data protection legislation and the means of transfer provides adequate safeguards in relation to your data, for example by way of data transfer agreement, incorporating the current standard contractual clauses adopted by the European Commission.
27. To ensure that your Data receives an adequate level of protection, we have put in place appropriate safeguards and procedures with the third-parties we share your Data with. This ensures your Data is treated by those third parties in a way that is consistent with the Data Protection Laws.

Links to other Services

28. This Service may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for their content. This Policy does not extend to your use of such websites. You are advised to read the Policy or statement of other websites prior to using them.

Changes of business ownership and control

29. Carter may, from time to time, expand or reduce its business and this may involve the sale and/or the transfer of control of all or part of Carter. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
30. We may also disclose Data to a prospective purchaser of our business or any part of it.
31. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Cookies

32. This Service may place and access certain Cookies on your computer. Carter currently uses Cookies that are strictly necessary for the app to function. In future versions of Carter, we may use cookies to improve your experience of using the Service and to improve our range of services. Carter has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.
33. All Cookies used by this Service are used in accordance with current UK and EU Cookie Law.
34. Before the Service places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling Carter to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Service may not function fully or as intended.
35. This Service may place the following Cookies:

Type of Cookie	Purpose
Strictly necessary cookies	These are cookies that are required for the operation of our Service. They include, for example, cookies that enable you to log into secure areas of our Service, use a shopping cart or make use of e-billing services.
Analytical/performance cookies	They allow us to recognise and count the number of visitors and to see how visitors move around our Service when they are using it. This helps us to improve the way our Service works, for example, by ensuring that users are finding what they are looking for easily.
Functionality cookies	These are used to recognise you when you return to our Service. This enables us to personalise our content for you, greet you by name and

	remember your preferences (for example, your choice of language or region).
Targeting cookies	These cookies record your visit to our Service, the pages you have visited and the links you have followed. We will use this information to make our Service and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

36. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.
37. You can choose to delete Cookies at any time, however you may lose any information that enables you to access the Service more quickly and efficiently including, but not limited to, personalisation settings.
38. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.
39. For more information generally on cookies, including how to disable them, please refer to www.aboutcookies.org. You will also find details on how to delete cookies from your computer.

HTML 5 Local Storage

40. In addition to Cookies we also use HTML5 in order to track your activities whilst using the Service and to use that information in order to optimise the Service for you (**HTML 5 Local Storage**).
41. HTML 5 Local Storage is a programming language read by browsers to display websites correctly. HTML 5 is the fifth version of the HTML language and contains functionality that allows information to be stored locally within the browser's data files.
42. HTML 5 local storage operates in a similar way to Cookies but differs in that it can hold greater amounts of information and does not rely on an exchange of data with the website's server. You can find the specification of HTML 5 Storage that we use in the **Tracking schedule**.

General

43. You may not transfer any of your rights under this Policy to any other person. We may transfer our rights under this Policy where we reasonably believe your rights will not be affected.

44. If any court or competent authority finds that any provision of this Policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Policy will not be affected.
45. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
46. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Changes to this Policy

47. Carter reserves the right to change this Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Service and you are deemed to have accepted the terms of the Policy on your first use of the Service following the alterations.