

# 1. INTRODUCTION

This privacy notice provides you with details of how we collect and process your personal data through your use of our sites, Facebook pages or groups.

[www.socialimpactmarketing.co](http://www.socialimpactmarketing.co) / Impact Lending Leads / Better Rate Refi / SwiftHome Offer / SwiftProperty Exchange

We don't own Facebook Pages or Facebook Groups. We may use these platforms to collect data.

By providing us with your data, you warrant to us that you are over 13 years of age.

None of the Realtors, Loan Officers, Attorneys or Lawyers work for Social Impact Marketing Ltd and we don't provide loans. We are a lead generation service for Loan Officers and all applications go through them.

Social Impact Marketing Ltd is the data controller and we are responsible for your personal data (referred to as "we", "us" or "our" in this privacy notice).

## Contact Details

Our full details are:

Full name of legal entity: Social Impact Marketing Ltd Limited (Company No 10332834) and whose registered office is situated at 19 St Brides Road, Wick, Cowbridge, CF71 7QB.

Email address: [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co)

Postal address: Social Impact Marketing Ltd, 4th Floor, 18 St. Cross Street, London, EC1N 8UN.

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co).

## **2. WHAT DATA DO WE COLLECT ABOUT YOU, FOR WHAT PURPOSE AND ON WHAT GROUND WE PROCESS IT**

Personal data means any information capable of identifying an individual. It does not include anonymised data.

We may process the following categories of personal data about you:

- Communication Data that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

- Customer Data that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground 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.
- User Data that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- Technical Data that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

- Marketing Data that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as competitions, prize draws and free give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.
- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

## **Sensitive Data**

We do not collect any Sensitive Data about you. Sensitive data refers to data that 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. We do not collect any information about criminal convictions and offences.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to

perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co). In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

We do not carry out automated decision making or any type of automated profiling.

### **3. HOW WE COLLECT YOUR PERSONAL DATA**

We may collect data about you by you providing the data directly to us (for example by filling in forms on our site or by sending us emails). We may automatically collect certain data from you as you use our website by using cookies and similar technologies. Please see our cookie policy for more details about this.

We may receive data from third parties such as analytics providers such as Google based outside the EU, advertising networks such as Facebook-based outside the EU, such as search information providers such as Google based outside the EU, providers of technical, payment and delivery services, such as data brokers or aggregators.

We may also receive data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

## **4. MARKETING COMMUNICATIONS**

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However, you can still opt out of receiving marketing emails from us at any time.

Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by emailing us at [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co) at any time.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

## **5. DISCLOSURES OF YOUR PERSONAL DATA**

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.

- Professional advisers including lawyers, bankers, auditors, insurers, realtors & estate agents
- Government bodies that require us to report processing activities.
- Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

## **6. INTERNATIONAL TRANSFERS**

Countries outside of the European Economic Area (EEA) do not always offer the same levels of protection to your personal data, so European law has prohibited transfers of personal data outside of the EEA unless the transfer meets certain criteria.

Many of our third parties service providers are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we do our best to ensure a similar degree of security of data by ensuring at least one of the following safeguards is in place:

- We will only transfer your personal data to countries that the European Commission have approved as providing an adequate level of protection for personal data by; or
- Where we use certain service providers, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal data the same protection it has in Europe; or

- If we use US-based providers that are part of EU-US Privacy Shield, we may transfer data to them, as they have equivalent safeguards in place.

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

## **7. DATA SECURITY**

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

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

## **8. 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.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.



For tax purposes, the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers.

In some circumstances, we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## **9. YOUR LEGAL RIGHTS**

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to the portability of data and (where the lawful ground of processing is consent) to withdraw consent.

You can see more about these rights at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

If you wish to exercise any of the rights set out above, please email us at [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co)

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 or 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.

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

## **10. THIRD-PARTY LINKS**

This 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 notice of every website you visit.

## **11. COOKIES**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy.

## What's a cookie?

- A “cookie” is a piece of information that is stored on your computer’s hard drive and which records how you move your way around a website so that, when you revisit that website, it can present tailored options based on the information stored about your last visit. Cookies can also be used to analyse traffic and for advertising and marketing purposes.
- Cookies are used by nearly all websites and do not harm your system.

If you want to check or change what types of cookies you accept, this can usually be altered within your browser settings. You can block cookies at any time by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

## How do we use cookies?

- We use cookies to track your use of our website. This enables us to understand how you use the site and track any patterns with regards how you are using our website. This helps us to develop and improve our website as well as products and / or services in response to what you might need or want.

- Cookies are either:
  - Session cookies: these are only stored on your computer during your web session and are automatically deleted when you close your browser – they usually store an anonymous session ID allowing you to browse a website without having to log in to each page but they do not collect any personal data from your computer; or
  - Persistent cookies: a persistent cookie is stored as a file on your computer and it remains there when you close your web browser. The cookie can be read by the website that created it when you visit that website again. We use persistent cookies for Google Analytics.
- Cookies can also be categorised as follows:
  - Strictly necessary cookies: These cookies are essential to enable you to use the website effectively, such as when buying a product and / or service, and therefore cannot be turned off. Without these cookies, the services available to you on our website cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet.
  - Performance cookies: These cookies enable us to monitor and improve the performance of our website. For example, they allow us to count visits, identify traffic sources and see which parts of the site are most popular.
  - Functionality cookies: These cookies allow our website to remember choices you make and provide enhanced features. For instance, we may be able to provide you with news or updates relevant to the services you use. They may also be used to provide services you have requested such as viewing a video

or commenting on a blog. The information these cookies collect is usually anonymised.

## **Disclaimer**

DISCLAIMER: You recognize and agree that we have made no implications, warranties, promises, suggestions, projections, representations or guarantees whatsoever to you about future sales or results, or that you will earn any money and that Social Impact Marketing Ltd have not authorized any such projection, promise, or representation by others. You must obtain advice on taxes (affiliate marketing taxes, sales tax, income tax, business taxes, etc.) from a tax professional. You must obtain business formation, legal and patent advice from a legal professional. Social Impact Marketing Ltd takes no responsibility for any information given that falls under those categories. You accept that we are not a tax or legal professional. You must consult a legal professional for advice on these topics. Social Impact Marketing Ltd makes absolutely NO guarantee of success, monetary or otherwise, and Social Impact Marketing Ltd takes no responsibility for any time or money spent in relation to this course, products, advertising, my assistance, or otherwise. Social Impact Marketing Ltd is not responsible for your well-being or your income. Please be aware of this. - If you're not willing to accept that, please do not fill out any forms or provide any information. We are a marketing company and do not sell property or buy property. If you have

questions, email [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co).

The documents or information we provide are held by HMRC, Companies House or Your Government/State offices depending on where the business is registered. We do not take responsibility for errors made by them. We are a commercial company neither owned by nor affiliated with any Government offices . We are an online service provider that charges an administration fee for our online services.

NOT FACEBOOK: This site is not a part of the Facebook website or Facebook Inc. Additionally, This site is NOT endorsed by Facebook in any way. FACEBOOK is a trademark of FACEBOOK, Inc.

Refund Policy (Only on products we directly sell)

This Policy should be read in conjunction with our standard Terms and Conditions of service (Terms) and all defined terms used in this Policy shall take the meanings given to them in the Terms.

## 1. YOUR RIGHTS TO END THE CONTRACT

1.1 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 1.1(a) to 1.1(e) below the contract will end immediately and we will not refund you in full for any products which have not been provided. The reasons are:

(a) we have told you about an upcoming change to our products or these terms which you do not agree to (see clause 5.2 of the Terms);

(b) we have told you about an error in the price or description of the products you have ordered, and you do not wish to proceed;

(c) there is a risk that supply of our products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two weeks; or

(e) you have a legal right to end the contract because of something we have done wrong.

1.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

1.3 When you don't have the right to change your mind.



(a) You do not have a right to change your mind in respect of services when once we have begun processing or the services have been completed, even if the cancellation period is still running.

1.4 How long do I have to change my mind?

Where you have purchased services, you have 14 days after the day we email you to confirm we accept your order. However, once we have begun or completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

1.5 Ending the contract where we are not at fault and there is no right to change your mind.

(a) Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation.

(b) The contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know at [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co)

(c) The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so.

## 2. PROBLEMS – SUMMARY OF YOUR LEGAL RIGHTS

2.1 We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

2.2 This summary is subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk). The Consumer Rights Act 2015 says:

(a) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

(b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and

(c) if you haven't agreed to a time beforehand, it must be carried out within a reasonable time.

2.3 See also Exercising your right to change your mind (Consumer Contracts Regulations 2013) under clause 1.2 above.

### 3. TAKING ACTION TO END THE CONTRACT

3.1 Tell us you want to end the contract. To end the contract with us, please let us know by contacting our customer service team via [support@socialimpactmarketing.co](mailto:support@socialimpactmarketing.co) or where you are exercising your right to change your mind, please provide your name, home address, details of the order and, where available, your phone number and email address.

3.2 How we will refund you. We will refund you the price you paid for the products including any delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

3.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. Where termination arises through any other means (including where you have breached the Terms), please be aware that no refunds will be made.

3.4 When your refund will be made. We will make any refunds due to you as soon as possible. Please be aware that to compensate us for our time and the administration in processing refunds, an administrative fee will be applied and deducted in advance of the balance of any refund being credited to you.