MOBILE PRIVACY NOTICE

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Syncera UK Ltd · registered in England and Wales, company number 17170367 · registered office 2 High Street, Poole, England, BH15 1BW

Privacy notice for Syncera Mobile.

This notice is for you if you order Syncera Mobile, online at mobile.syncerauk.com or at one of our stands, or have a Syncera Mobile plan. It covers your orders, your plan, your payments and what our shop keeps on your device. Visiting our website is covered by our website privacy notice, and your account in the Syncera app by the app's privacy notice. This notice is at syncerauk.com/legal/mobile-privacy.

Two public pages it links to (who receives data, and how long we keep it) and our Help page How Syncera Mobile uses your data give more detail.

1. Who we are.

Syncera UK Ltd, a private limited company registered in England and Wales (company number 17170367), registered office 2 High Street, Poole, England, BH15 1BW. Syncera Mobile is our brand. We decide how your information is used, so we are its "controller". ICO registration: **ZC141252**.

Your orders, payments, bills, SIM, activation and number moves run on the platform of our **mobile network supplier**, which works for us and uses your information only on our instructions. Your payments are taken by our payment provider, on our own account.

To use your rights, email privacy@syncerauk.com. For anything else, email hello@syncerauk.com. Post: Syncera UK Ltd, 20 Wenlock Road, London N1 7GU.

2. What we hold and where it comes from.

- **Your order**, from you, online or through our team or partners at a stand: your plan and SIM choice, name, email address, billing address (for a posted SIM), a contact number if you give one and, if you keep your number, your old number and its PAC. Online, what you type reaches our supplier's platform as you go, so an unfinished order may be kept even if you do not pay.
- **Your plan**, from our mobile network supplier: your number, SIM and line and their status, plan and price, number moves, cancellations, what you owe and your bills.
- **Your payments**, from our payment provider: whether a payment went through, and its fraud checks. Your card details go to the payment provider and never reach us.
- **Your messages**, from you, by email, our forms, the Syncera app or at a stand: what you write, your contact details, and the details of a complaint or cancellation. If you tell us you need extra help, we note it; health details only with your explicit consent. If you nominate someone to manage your bill, we keep their name and contact details.
- **Sales and referrals**: who sold you your plan, or whose referral link you used, and where and when.
- **Incidents**: if something happens at a stand, our team may describe the people involved in an incident report.

Your calls, texts and data. To carry them, the network processes who you call and text, when, for how long, how much data you use and which mast your phone uses. Our own systems keep no record of this. Abroad, the network there does the same.

What you must give us. Your name, email address and billing address are needed for a plan; without them

we cannot provide it. Your old number and PAC are needed only to keep your number. Everything else is optional.

You must be 18 or over. We run no credit check and keep no identity documents.

3. Why we use it, and our lawful basis.

Where we rely on our legitimate interests, the table says what the interest is, and you can object (clause 8).

Purpose	Lawful basis
Selling, setting up and running your plan, billing and payments	Contract
Keeping billing records	Legal obligation (tax)
Moving your number; giving the emergency services your location when you call 999 or 112	Legal obligation
Answering your messages and complaints	Contract; for complaints, also legal obligation (complaint rules). For someone without a plan: legitimate interest in answering
Noting a health-related need	Explicit consent, which you can withdraw at any time
Paying the team member or partner who sold your plan, and crediting referrals	Legitimate interest in paying people correctly
Rewards and showing your plan in the Syncera app	Contract
Recording how you chose to get the app	Legitimate interest in running our sales
Preventing fraud and misuse	Legitimate interest in stopping fraud (ours and our payment provider's)
Incident reports at stands	Legitimate interest in keeping people safe and dealing with claims; legal obligation where a report is required
AI help with reading and answering what you send (clause 4)	Legitimate interest in answering you quickly and well
Running, securing and fixing our systems	Legitimate interest in keeping our systems working and safe
Marketing (clause 5)	Consent

4. Automated decisions and AI.

Our payment provider checks each payment for fraud and may block one it judges high risk. If that happens, contact us at hello@syncerauk.com and a person will look. We make no automated decision about whether to sell you a plan.

AI. AI may help us read and answer what you send us, including an AI assistant that replies to you and tells you it is AI. It never makes a decision about you with legal or similarly significant effects, such as on a cancellation, a complaint or a refund: a person does, and you can always ask for a person. We remove email addresses, phone numbers, PACs and STACs before a message goes to it, and, when possible, we choose AI providers whose terms do not let them train on our data. You can object: email privacy@syncerauk.com and we keep your messages away from it.

If what you want to tell us is sensitive, such as your health, send it to privacy@syncerauk.com: only people read it.

5. Marketing and messages.

Messages about your service (orders, activation, bills, payments, number moves, complaints, changes to your contract and, once a year, our best deals for you) are not marketing.

We send marketing only once we have recorded that you agreed, and every marketing email lets you stop. At a stand you can choose "news and offers from Syncera". You can also stop at any time by telling us, and it never affects your service.

We send notifications only through the Syncera app, if you turn them on there. We do not put your number in any phone directory unless you ask us to.

6. On your device.

Our shop sets no cookies of its own and runs no analytics or advertising trackers. On the payment pages, our payment provider's script sets its own cookies to take your payment and detect fraud, and the card form may load a font from a font service, which sees your IP address. The shop keeps what you type in your browser so you don't lose it between steps, and a referral code for 30 days so the sale can be credited. The Help page explains when each is cleared.

7. Who receives your information.

We share your information only for the purposes in clause 3 or where the law requires. We do not sell it or share it for advertising. The recipients are:

- **our service providers**, in these categories: hosting; database and file storage; backups; email; error reports; AI assistance; payments; mobile network supplier; and software development and support;
- **others we share data with:**
  - **the payment provider's fraud and anti-money-laundering checks**;
  - **the tax authority**;
  - **the police, courts and regulators, when the law requires**;
  - **our insurers and professional advisers**;
  - **the mobile networks** that carry your service, in the UK and abroad, your old or new provider when you move your number, and, under clause 16 of our terms, our wholesale supplier if your contract is transferred to it or it collects what you owe;
  - **a company that takes over our business or customer contracts**, under clause 17 of our terms;
  - **the emergency services** when you call 999 or 112;
  - **the independent dispute resolution scheme**, if you take a complaint to it;
  - **your phone's wallet provider** if you pay with it, and our payment provider's saved-details service if you choose it, each under its own terms;
  - **the team member or partner who sold your plan**, who sees the sale by its order reference only.

Each service provider works under data processing terms that let it use your information only on our instructions. What each category does and where, and the others we share information with, are at **syncerauk.com/legal/processors**. Ask **privacy@syncerauk.com** for the names.

Transfers. Our database is in London. Some providers process data in the EU or the United States, under the UK's adequacy regulations, the UK–US data bridge or the UK addendum to the EU standard contractual clauses. Ask us for details.

8. How long we keep it, and your rights.

How long we keep it. No longer than:

- **6 years after your service ends** for order and billing records and our copy of our supplier's records about your plan;
- **6 years after our last dealing with you** for our customer record of you, rewards, app-handover and referral records, and your marketing choice and any stop;
- **6 years after a case closes** for messages, cancellations and complaints, including copies in our mailboxes and the record that AI was used;
- **6 years after the seller stops working with us** for the sales record crediting them;
- **6 years** for incident reports, or until a child involved turns 21 if later;
- **90 days** for an unpaid order, online or at a stand;
- shorter periods for technical logs, AI-drafted text and pay links.

Backup copies of our systems are kept for up to **2 years**. We also keep a monthly encrypted copy of our files, used only to recover from a failure, and delete older copies on a rolling basis. We instruct our providers to keep what they hold for us for no longer than we do. We keep a record longer only while a claim, dispute or investigation needs it. The exact period for each record is at **syncerauk.com/legal/retention**.

Your rights. You can ask for a copy of your information, and ask us to correct it, delete it, limit its use, or send what you gave us to you or someone else. Some of these have limits in law: we keep what the law requires or a legal claim needs (such as order and billing records, and complaints, which we keep whole for their period). Where we rely on consent, you can withdraw it at any time. If a payment is blocked automatically (clause 4), you can ask for a person to look at it, give your view and challenge it. **You can object** to any use that relies on our legitimate interests; we will stop unless we have compelling grounds or need it for a legal claim.

Email privacy@syncerauk.com or write to us. A person reads it. It is free, and we answer within one month (up to three months for complex requests, and we tell you why).

Complaints. If you are unhappy with how we have handled your information, complain to us first at hello@syncerauk.com (or privacy@syncerauk.com about a request to use your rights). We acknowledge your complaint within 30 days and tell you the outcome without undue delay. You can then complain to the ICO at ico.org.uk or 0303 123 1113.

9. Changes to this notice.

We issue a new version, and email you at least 14 days before it takes effect, when we add a purpose, a lawful basis, a kind of recipient, a transfer outside the UK or an automated decision, or keep anything longer. Other updates to the linked pages and the Help page do not need a new version. The version in force is always at syncerauk.com/legal/mobile-privacy, and the date at its foot shows when it last changed.