

## **Terms & Conditions**

### **PRIVACY POLICY: Version June 2023**

#### **Background:**

Wollow is owned by Financialearn Ltd. Financialearn Ltd acts as a third-party intermediary that does not offer financial advice but instead, seeks to offer information and guidance only.

Our content does not offer financial advice and strongly recommends talking with a regulated professional before making any decisions.

Our Services, can potentially signpost or route you to other intermediary services and / or external insurers who are able offer a range of products and services and are regulated by Financial Conduct Authority.

We do not offer advice or make recommendations about which external products or services will be most suitable to your needs and encourage you to make your own choice about how to proceed, where you feel it appropriate to take further action.

We respect your privacy and share concerns about the security of any data you may submit using Our Services (Our Site or related mobile applications) and will only collect and use personal data in ways that are described here, and in a manner that is consistent with our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of our Privacy Policy is deemed to occur upon your first use of our services. You will be required to read and accept this Privacy Policy when using our services. If you do not accept and agree with this Privacy Policy, you must stop using our services immediately.

#### **1. Definitions and Interpretation.**

In this Privacy Policy, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 "Account" means an account required to access and/or use certain areas and features of Our Services.
- 1.2 "Cookie" means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site.
- 1.3 "Personal data" means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Services.
- 1.4 "We/Us/Our" means Financialearn Ltd, a limited company registered in England under company number,11228764 , who registered address and main trading address is, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.
- 1.5 "Our Services" is an information service namely, **Wollow**, that provides you with information and guidance only. Financialearn Ltd has operated under the guidance of the financial Advice Unit at Financial Conduct Authority (FCA) from 2018 and therefore is able to confirm that it does not offer any regulated advice or recommendations.
- 1.6 This service may be affiliated with other intermediaries / brokers / companies / businesses and organisations who are regulated by the FCA.

#### **2. Information About Us**

- 2.1 Our Services is owned and operated by Financialearn Ltd, a limited company registered in England under company number,11228764 , who registered address and main trading address is, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.

Our Data Protection Officer can be contacted by email at, [info@financialearn.com](mailto:info@financialearn.com) or by post to, Financialearn Ltd, Data Protection Officer, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.

### **3. What Does This Policy Cover?**

This Privacy Policy applies only to your use of Our Services. Our Services may contain links to other websites. Please note that We have no control over how your data is collected, stored, or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

### **4. Your Rights**

As a data subject, you have the following rights under the GDPR, which this Policy and Our use of personal data have been designed to uphold:

- 4.1 The right to be informed about Our collection and use of personal data;
- 4.2 The right of access to the personal data We hold about you;
- 4.3 The right to rectification if any personal data We hold about you is inaccurate or incomplete;
- 4.4 The right to data retention and erasure.
  - 4.4.1 We generally retain your personal information for as long as is necessary for the performance of the contract between you and Us and to comply with our legal obligations. If you no longer want Us to use your information, you have the right to ask Us to delete any personal data We hold about you;
  - 4.4.2 Please note that if you request the erasure of your personal information, We may retain some of your personal information as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. We may retain and use your personal information to the extent necessary to comply with our legal obligations. However, attribution of such information to you will be removed. Additionally, some copies of your information (records) may remain in our database, but are disassociated from personal identifiers.
  - 4.4.3 Because We maintain to protect ourselves from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited period of time.
- 4.5 The right to restrict or withdraw consent in the processing of your personal data. Please note that the withdrawal of your consent does not affect the lawfulness of any processing activities based on such consent before its withdrawal. 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.
- 4.6 The right to object to Us using your personal data for particular purposes. If you object to such processing We will no longer process your personal information for these purposes unless we can demonstrate compelling legitimate grounds for such processing or such processing is required for the establishment, exercise or defence of legal claims. In such cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
  - 4.6.1 Where your personal information is processed for direct marketing purposes, you may at any time ask Us to cease processing your data for these direct marketing purposes by sending an email to: [info@financialearn.com](mailto:info@financialearn.com).

- 4.6.2 If you have any cause for complaint about Our use of your personal data, please contact Us by sending an email to: [info@financialearn.com](mailto:info@financialearn.com) or by writing to us at, Financialearn Ltd, Data Protection Officer, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.

## 5. What Data Do We Collect?

We collect different types of information from or through Our Service. The legal basis for Us processing personal data are primarily that the processing is carried out in Our legitimate interests, which are further explained in the section “How Do We Use Your Data?” of this Policy. We may also process data upon your consent, asking for it as appropriate.

We provide general information & guidance about financial protection and a range of protection products to help you navigate in this space. We may help you to connect with other businesses / brokers and insurers that provide relevant products and services via signposting or alternatively you are able to make your own enquiries independently. Where we facilitate an introduction only, We may be required to collect some personal information to provide some services.

We prefer to collect personal information about an individual only from that individual but when you use Our Services, you may provide us with personal information about someone else. We won't ask you for personal information about someone else unless it's needed to provide you with the service, guidance and information you've requested but if you provide us with information about another person, you need to ensure that you are authorised to disclose that information to us. It's your responsibility to ensure that they understand how we will collect, use or disclose the information you provide. You need to take reasonable steps to ensure that they understand that we will not take any additional steps to confirm their understanding of these issues.

Depending upon your use of Our Services, We may collect some or all of the following personal and non-personal data:

- 5.1.1 Name
- 5.1.2 Postcode
- 5.1.3 Email address
- 5.1.4 Contact telephone numbers
- 5.1.5 Details of a third party member (where direct consent has been given by this individual (third party member) for the purposes of presenting their respective details onto related third party regulated organisations) where appropriate.
- 5.1.6 Gender
- 5.1.7 Date of Birth
- 5.1.8 Occupation
- 5.1.9 Employment status
- 5.1.10 Name of Employer (where applicable)
- 5.1.11 Annual Income
- 5.1.12 Outgoings
- 5.1.13 Smoker Status
- 5.1.14 Confirmation on Pension Auto Enrolment
- 5.1.15 Required Policy Term
- 5.1.16 Residential Status
- 5.1.17 Selected Retirement Age
- 5.1.18 Any other related details provided by you. This are categorised as:

- 5.1.18.1 User-provided Information. When you use the Service, as a User or as a Visitor, you may provide, and we may collect Personal Data. Examples of Personal Data are outlined above. You may provide us with Personal Data in various ways on Our Service. For example, when you register for an Account, use the Service, post Client Data, interact with the Service through communication or messaging capabilities, or send us customer service related requests.
- 5.1.18.2 Automatically Collected Information. When a User or Visitor uses Our Service, we may automatically record certain information from the User's device by using various types of technology, such as cookies, pixels or web beacons. This "automatically collected" information may include IP address or other device address or ID, web browser and/or device type, the web pages or sites visited just before or just after using the Service, the pages or other content the User views or interacts with on the Service, and the dates and times of the visit, access, or use of the Service. We may also use these technologies to collect information regarding a User's interaction with email messages, such as whether the User opens, clicks on, or forwards a message. We may also use cookies to collect data on your interactions with our advertising and your interactions with our affiliated partners (conversion data). This information is gathered from all Users.
- 5.1.18.3 Information from Other Sources. We may obtain information, including Personal Data, from third parties and sources other than Our Service, such as our affiliated partners, advertisers, and Integrated Services. If we combine or associate information from other sources with Personal Data that we collect through Our Service, we will treat the combined information as Personal Data in accordance with this Policy.

## **6. How Do We Use Your Data?**

We use, store, and process information, including personal information, about you to provide, understand, improve and develop Our platform, create and maintain a trusted and safer environment and comply with our legal obligations.

By using Our Services, you consent to us collecting, holding and using your personal information in this way.

All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with Our obligations and safeguard your rights under the General Data Protection Regulation (GDPR) at all times.

6.1 Our use of your personal data will always have a lawful basis, either because it is necessary for Our performance of a contract and/or interactions with you, because you have consented to Our use of your personal data (e.g. by subscribing to emails), or because it is in Our legitimate interests. Specifically, We may use your data for the following purposes:

- 6.1.1 Answering your general queries
- 6.1.2 Providing and managing your Account
- 6.1.3 Confirming your identity; Communicating with you;
- 6.1.4 Administering Our Services;
- 6.1.5 Notifying you of the services we offer;
- 6.1.6 Carrying our marketing, training or promotional activities;
- 6.1.7 Responding to feedback, comments or any other contact;
- 6.1.8 Sending you email(s) or newsletters to which you have subscribed;
- 6.1.9 Enhancing our Site or Services;
- 6.1.10 Helping you to resolve technical issues with our site;

- 6.1.11 Helping you to identify product and product providers that may be of interest to you given your needs and circumstances.
- 6.1.12 Referring you to third party sources where you have chosen this option and wish to be referred to external sources who are FCA regulated.
- 6.1.13 In marketing, educative, relevant and promotional material (and only with your express permission);
- 6.2 We may also access, hold and use aggregated information about the people that use Our Services. Aggregated information won't identify you or any other individual but simply provides us with non-personally identifiable data that we'll use to improve our services, understand our users' needs and develop tailored content. Although you would have provided us with the information we aggregate for these purposes, it won't identify you or enable you to be personally identified.
- 6.3 Please note that We do not control the activities of affiliated businesses / companies / intermediaries / brokers / advisers / insurers or other potential sources, nor the data they collect and use and advise you to check the privacy policies of any such third parties.
- 6.4 You have the right to withdraw your consent to Us using your personal data at any time, and request that We delete it.

## **7. How and Where Do We Store Your Data?**

When you use Our Services (or while you're accessing Our Services) we may collect personal information about you. Because we take your privacy seriously we will take reasonable steps to ensure that you are aware of:

- 7.1 Who we are and how you can contact us; and
- 7.2 How you can gain access to the information we have collected about you; and
- 7.3 The purposes for which the personal information is collected; and
- 7.4 The organisations (or the types of organisations) to which we may disclose your personal information; and
- 7.5 The laws that require us to collect this information; and
- 7.6 The main consequences (if any) for you if you choose not to provide us with personal information about you.
- 7.7 Your data will only be stored in the UK
- 7.8 Data security is very important to Us, and to protect your data We have taken suitable measures to safeguard and secure data connected through Our Services.
- 7.9 The information we collect is entered into our site by you, imported on your instruction and transmitted across the internet to our servers. By using our service, you are consenting to this process. The service providers who host our servers are not permitted to access your personal information except for the purposes of storing it.
- 7.10 In some instances, we may use third party providers to facilitate surveys or marketing on our behalf. Should this occur, we will only do so where third parties:
  - 7.10.1 Have committed to securing your personal information in a manner consistent with our policy; or
  - 7.10.2 Neither holds, accesses, uses or retains the personal information other than as we have engaged them.
- 7.11 We have implemented reasonable administrative, technical, and physical security measures to protect your Personal Information against the unauthorised access, destruction or alteration of your information. Additionally, we can confirm that our customer database is fully encrypted. However, no method of transmission over the Internet, and no method

of storing electronic information can be 100% secure. So, we cannot guarantee the absolute security of your transmissions to us and of your Personal Information that we store.

## **8. Do We Share Your Data?**

As a general rule, we will use your information and will only share it where you have requested it or given consent.

Unless you chose to provide your personal information, or instruct us to do so, the personal information we hold will be secured on our servers and not be transferred elsewhere.

We will not disclose your personal information without your express permission unless:

- 8.1 We are requested to do so by third parties (affiliate partners) who you have consented to, through the selection options offered to you, allowing us to refer you onto third party (affiliate partners) services.
- 8.2 We are also linked with third parties from time to time who may provide services or functions on our behalf such as, business analytics, customer service, marketing, distribution of surveys, and fraud prevention. We may also authorise third party partners to gather information on our behalf, as necessary to operate features of Our Services. Third party partners have access to and may collect information only as needed to perform their functions and are not permitted to share or use the information for any other purpose.
- 8.3 We may compile statistics about the use of Our Services including data on traffic, usage patterns, user numbers, sales and other information. All such data will be anonymized and not include personal or identifiable details or information.
- 8.4 We may also share aggregated information about our Users that we combine together so that it no longer identifies or references an individual User and other anonymized information for regulatory compliance, industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.
- 8.5 In some cases, the third parties may require access to some or all of your data. Where any of your data is required for such a purpose, We will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, Our obligations, and the obligations of the third party under the law.

## **9. How Long Is Your Data Retained?**

We will hold your personal information on our systems for as long as is necessary for the relevant activity, or as long as is set out in any relevant contract you hold with Us. If you delete your Account, then your personal information is deleted, and the remaining information is anonymised for analytical purposes.

## **10. How Can You Control Your Data?**

When you submit personal data via Our Services, you may be given options to restrict Our use of your data. In particular, We also give you strong controls on Our use of your data for direct marketing purposes including the ability to opt-out of receiving mails from Us which you may do by unsubscribing using the links provided in Our emails or by writing to us at: [info@financialearn.com](mailto:info@financialearn.com)

## **11. Will You Be Contacted for Marketing Purposes?**

With your permission and/or where permitted by law, We may use your data for marketing purposes which may include contacting you by email or text message on news and offers on Our Services. We will not, however send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

We may use information which we hold about you to show you relevant advertising on third party sites (e.g Facebook, Google, Firebase and other social media platforms). This could involve showing you an advertising message where we know you have an Account and have used Our Services. If you don't want to be shown targeted advertising messages from Us, some third party sites allow you to request not to see messages from specific advertisers on that site in future.

#### **12. What Happens If Our Business Changes Hands?**

We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Any personal data that you have provided will, where it is relevant to any part of Our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will be permitted to use that data only for the same purposes for which it was originally collected by Us.

In the event that any of your data is to be transferred in such a manner, you may be contacted in advance and informed of the changes. If contacted, you will be given the choice to have your data deleted or withheld from the new owner or controller.

#### **13. Your Right to Withhold Information**

You may access certain areas of Our Services without providing any data at all. However, to use all features and functions available on Our Services, you may be required to submit or allow for the collection of certain data.

#### **14. How Can You Access Your Data?**

Under GDPR you have the right to request a copy of the personal data We hold about you. Subject to an agreed administration fee payable and We will provide any and all information in response to your request. Please contact Us for more details at: [info@financialearn.com](mailto:info@financialearn.com), or using the contact address details provided earlier.

We will use reasonable efforts consistent with our legal duty to supply, correct or delete personal data about you on our files. Please contact Us for more details at:

[info@financialearn.com](mailto:info@financialearn.com) or using the contact address details provided earlier.

Alternatively, you can delete your profile from the platform to ensure no data remains captured. This is because you are in control of the data uploaded, changed or deleted from the platform (Our Services).

#### **15. Web Browser Cookies**

All Cookies used by and on Our Services are used in accordance with current Cookie Law. Our Services may place and access certain first party Cookies on your computer or device. First Party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Services and to provide and improve Our Services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

- 15.1 By using Our Services you may also receive third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. Third party Cookies are used on Our Services for analytics, advertising services etc. For more information please refer to Our Cookie Policy. These Cookies are not integral to the functioning of Our Services and your use and experience of Our Services will not be impaired by refusing to consent to them.
- 15.2 Before Cookies are placed on your computer or device, you will be shown a pop-up requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling Us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of Our Services may not function fully or as intended. You will be given the opportunity to allow only first party Cookies and block third party Cookies.
- 15.3 Certain features of Our Services depend on Cookies to function. Cookie Law deems these Cookies to be “strictly necessary”. These Cookies are details in our Cookie Policy for your information. Your consent will not be sought to place these Cookies, but it is still important that you are aware of them. You may still block these Cookies by changing your internet browser’s settings, but please be aware that Our Services may not work properly if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them. (These Cookies are detailed in our Cookie Policy for your information).
- 15.4 Our Services uses analytics services provided by providers such as, Google Analytics, Firebase, Microsoft, Hotjar etc.. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling Us to better understand how Our Services is used. This, in turn, enables Us to improve Our Services offered to you. You do not have to allow Us to use these Cookies however whilst Our use of them does not pose any risk to your privacy or your safe use of Our Services, it does enable Us to continually improve Our Services, making it a better and more useful experience for you.
- 15.5 The analytics service(s) used by Our Services use(s) Cookies to gather the required information.
- 15.6 In addition to the controls that We provide, you can choose to enable or disable all cookies or only third party Cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.
- 15.7 You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Services more quickly and efficiently including, but not limited to, login and personalisation settings.
- 15.8 Our Services may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Services and to provide and improve Our Services. By using Our Services you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. In addition, Our Services uses analytics services provided by Google Analytics, Microsoft and Hotjar, which also use Cookies. Website analytics refers to a set of tools used to collect and analyse usage statistics, enabling Us to better understand how people use Our Services.
- 15.9 Your web browser may also provide Us with information about your device, such as an IP address and details about the browser that you are using. We use information provided by your browser or by the link that you have clicked to understand the webpage that directed you to Us.



15.10 It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

## **16. Contacting Us**

If you have any questions about Our Services or this Privacy Policy, please contact Us by email at: [info@financialearn.com](mailto:info@financialearn.com) or by post at, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN, UK. Please ensure that your enquiry is clear, particularly if it is a request for information about the data We hold about you.

## **17. Changes to Our Privacy Policy**

We may change this Privacy Policy from time to time (for example, if the law changes). Any changes will be immediately posted on Our Services and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Services following the alterations. We recommend that you check this page regularly to keep up-to-date.

## **DISCLAIMER POLICY: June 2023**

### **Background:**

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Our Services, operate as an e-book delivering information on various types of insurance products to help you make independent and informed choices about your own financial protection needs. Our Services may potentially direct / route you to regulated professional or refer to our affiliate partners / brokers / companies / businesses / other intermediaries and external insurers who offer a range of such products and services and who are regulated by Financial Conduct Authority or other governing and regulated bodies. Where you feel it is appropriate to take further action, you will do this independently by either selecting the option provided for you within Our Services where we will take your instruction or consent by your agreement to select these options provided to you. Alternatively, you can make direct approaches to those firms who are able to help you implement your protection needs under the rules and regulations of the FCA.

We do not offer advice or make recommendations about which external products or services will be most suitable to your needs and you need to make your own choice about how to proceed.

We respect your privacy and share concerns about the security of any data you may submit using Our Services (Our Site or related mobile applications) and will only collect and use personal data in ways that are described within our Privacy Policy (please refer to this for further details), and in a manner that is consistent with our obligations and your rights under the law.

### **1. Definitions and Interpretation.**

In this Disclaimer Policy, unless the context otherwise requires, the following expressions have the following meanings:

- 17.1 “Account” means an account required to access and/or use certain areas and features of Our Services.
- 17.2 “Cookie” means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site.
- 17.3 “Personal data” means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Services.
- 17.4 “We/Us/Our” means Financialearn Ltd, a limited company registered in England under company number, 11228764, whose registered address is, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.
- 17.5 “Our Services” is an information and education service namely, **Wollow**, that provides you with information and guidance on insurances. Financialearn Ltd has been reviewed by Advice Unit at Financial Conduct Authority (FCA) to confirm its position in being unregulated. This is because we provide educational content only and therefore, do not offer advice, regulated advice or make financial recommendations. This service may be affiliated with third party members to assist your client journey. These third party members may identify as Insurers /businesses/ brokers / intermediaries or organisations who are regulated by the FCA.

## **18. Data Protection**

Any and all personal data that We may collect will be collected, used and held in accordance with the GDPR and your rights and Our obligations under that Act.

We may use your personal information to:

- 18.1 Provide and administer your Account
- 18.2 Reply to any communications you send to Us.
- 18.3 Send you important notices as detailed in clause 2.
- 18.4 Send you promotional offers and marketing communications from selected affiliates and/or partners.

## **19. How We Maintain Accurate Information**

Although we will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date, it is your responsibility to ensure that the information you provide to us is accurate, complete and current. You control the information you provide and you may correct or update any information you choose to provide to us using the personal form within the App. This form is for your purpose and is part of Our Service to you.

## **20. Communication from Us**

If we have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, Our Service changes, changes to these Terms of Use and changes to your Account.

We may periodically send you marketing emails of any kind without your express consent. If you do give such consent, you may opt-out at any time. Any and all marketing emails sent by Us is controlled via the App using the unsubscribe button. If you opt out of receiving emails from us at any time, it may take up to 15 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

We may reject, reclassify, or remove any User Content from Our Services where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at: [info@financialearn.com](mailto:info@financialearn.com).

## **21. Law and Jurisdiction**

These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

If you are a business, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

## **22. Terms of Use**

This is an information only service that provides you with tools and information you may wish to consider, concerning financial protection. In helping you improve your knowledge around personal protection strategies, we offer the opportunity for you to be referred to affiliate partners who are external providers / regulated professionals / affiliate partners / brokers / companies / businesses / other intermediaries who provide services regulated by the FCA and other governing or regulated bodies. We act only as an information and education platform and will signpost you to external partners where you select to find out more. We do not sell, endorse, or recommend any insurance products via the App. You should always consider seeking financial advice and consider your own personal financial circumstances when reviewing Our Services.

We are not a provider nor are we owned by a bank, insurer or product manufacturer. Please do not interpret the links to our affiliated third-party providers to be an endorsement or recommendation from us. There is no particular basis or system for providing advice therefore, we have connected with third-party partners to assist you with informed choices you may wish to make.

We provide you with educational tools to you make informed choices and ask you to make your own decisions when speaking to any third parties whether linked to Our Services or not in order to select and make decisions that you feel are in support of your circumstances and needs.

We may provide you with general knowledge brought together in one place, Wollow, but we do not and will not recommend or advise you on specific providers, products or services.

We encourage you to make your own investigations and obtain advice, before you act.

Our purpose is to provide you with information to help build confidence and make informed decisions independently and where necessary signpost you to affiliated links to external advisers and product providers. This does not stop you from making your own independent enquiries with other third parties once you are satisfied with the information and guidance provided.

In order to refer you to affiliate partners, we may need to collect some basic information about you (please refer to our Privacy Policy for more details). By clicking internal links within the App, you are authorising us to provide some or all of your information to an advisor, a product provider (Insurer) or Third-Party who will call you to discuss and advise about options available to you.

By selecting an option for referral, you are also consenting to us retaining your personal information so that we can contact you about other relevant services that we think might interest you (but you can “opt out” of this process at any time by simply withdrawing your consent) within the App.

We only provide an educational platform in financial matters and the ability to refer you to affiliate partners should you wish to be introduced. This does not guarantee you can get insurance. Acceptance by insurance companies are based on their own criteria and you will need to refer directly to these third parties to get further information.

We strongly suggest you use your own judgement and review the product information by regulated professionals / affiliate partners / brokers / companies / businesses / other insurance providers before you make any decision.

Where our site links to affiliated third-party external partners, for example, by clicking internal links provided, we may receive a commission or referral fee or some form of payment in relation to our signposting. In some cases, we may receive remuneration for referring you to an adviser or product issuer. These arrangements vary but if you are referred to an adviser, they will tell you what referral arrangements are in place, if any. To the extent permitted by law, we disclaim all liability to any person in relation to the use of Our Services and you waive all claims against Us in relation to your use of Our Services. We accept no liability for any interference with or damage to a user’s device, software or data occurring in connection with or relating to Our Services or its use or any websites linked to Our Services, and do not represent or warrant that applications initiated through Our Services will be received or made to the intended recipient.

Our Services may include links to other websites operated by other communities, businesses and government agencies. These linked websites will have their own terms and conditions of use and you should familiarise yourself with these. All linked communities are linked “as is” and we do not sponsor, endorse or necessarily approve of any material on linked websites or to Our Services. We do not make any warranties or representations that material on other websites to which the App is linked does not infringe the intellectual property rights of any person anywhere in the world; and does not authorise the infringement of any intellectual property rights contained in the material in other websites by linking Our Services to those other websites.

If you have a complaint or dispute in relation to Our Services, please email: [info@financialearn.com](mailto:info@financialearn.com).

Unless expressly stated otherwise, Financialearn Ltd claims copyright ownership of all material related to Our Wollow Services App (platform) and our website: [www.wollow.life](http://www.wollow.life) . We do however list certain digital, software and hardware providers who have provided use of their own products and services in support of the development of Wollow, namely: Firebase, Google products and services and other subscription software and hardware services.

### **23. Registration and Responsibilities**

To use our secure Services you must:

- 23.1 Be at least 18 years of age;
- 23.2 Have not previously been suspended or removed from our site; register; and
- 23.3 Comply with these Terms and any relevant laws.

In some cases, you can engage with our site anonymously. But, if you want to access some features of our site, you need to be a registered user.

To register for an account, you need to provide certain identifying online information and create a username and password. Registering as a user, you are agreeing to conduct yourself in accordance with these Terms.

You are responsible for your account, your information and the integrity and security of your account.

It is best not to share your account details but, if you do share your information with anyone else, you are authorising them to act on your behalf and authorising us to accept their submissions and instructions.

If you are worried that your account is not secure, please email [info@financialearn.com](mailto:info@financialearn.com).

User content on Our Services includes (but is not necessarily limited to) reviews, comments etc. An Account is required if you wish to submit User content. You agree that you will be sole responsible for your User content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User content will comply with Our Acceptable Usage Policy.

#### **24. Acceptable Usage Policy**

24.1 You may only use Our Services in a manner that is lawful and that complies with the provisions of this Clause, specifically:

24.2 You must ensure that you comply fully with any and all local, national or international laws and/or regulations.

24.3 You must not use Our Services in any way, or for any purpose, that is unlawful or fraudulent.

24.4 You must not use Our Services to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely effect computer hardware, software, or data of any kind; and

24.5 You must not use Our Services in any way, or for any purpose, that is intended to harm any person or persons in any way.

24.6 When submitting User content (or communication in any other way using Our Services), you must not submit, communicate or otherwise do anything that:

24.6.1 Is sexually explicit, obscene, deliberately offensive, hateful or otherwise inflammatory.

24.6.2 Promotes violence, or assists in any form of unlawful activity.

24.6.3 Discriminates against, or is in any way defamatory of, any person, group or class or persons, race, sex, religion, nationality, disability, sexual orientation or age.

24.6.4 Is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.

24.6.5 Is calculated or otherwise likely to deceive.

24.6.6 Is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy.

24.6.7 Misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive.

24.6.8 Implies any form of affiliation with Us where none exists.

24.6.9 Infringes, or assists in the infringement of, the intellectual property rights (including but not limited to, copyright, patents, trademarks and database rights) of any other party; or

24.6.10 Is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

24.7 We reserve the right to suspend or terminate your access to Our Services if you materially

breach the provisions of this Clause and any of the other provisions of these Terms of

Use. Specifically, We may take one or more of the following actions:

- 24.7.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Services.
- 24.7.2 Remove any User content submitted by you that violates this Acceptable Usage Policy.
- 24.7.3 Issue you with a written warning.
- 24.7.4 Take legal proceedings against you as appropriate.
- 24.7.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- 24.7.6 Any other actions which We deem reasonably appropriate (and lawful).
- 24.8 We hereby exclude any and all liability arising out of any actions (including but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

## **25. Intellectual Property Rights**

With the exception of User Content, all content included on Our Services and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.

Subject to information provided within our Terms and Conditions, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Services unless given express written permission to do so by Us.

You may:

- 25.1 Access, view and use Our Services in a web browser (including any web browsing capability built into other types of software or app).
- 25.2 Download Our Services (or any part of it) for caching.
- 25.3 Print page(s) from Our Services.
- 25.4 Download extracts from pages on Our Services.
- 25.5 Save pages from Our Services for later and/or offline viewing.
- 25.6 Our status as the owner and author of the Content on Our Services (or that of identified licensors, as appropriate) must always be acknowledged.

## **26. Links to Other Sites**

Links to other sites are included on Our Services. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Services is for information purposes only and does not imply any endorsement thereof.

You may not link Our Services on other sites where the main content of which contains material that implies any form of affiliation with Us where none exists.

## **27. Disclaimers**

Nothing on Our Services constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Services.

Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Services will meet your requirements, that it will not infringe the rights of the third parties,

that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Services damages your device or other digital content belonging to you, we will not be liable for any such loss or consequent losses.

We make reasonable efforts to ensure that the Content on Our Services is complete, accurate, and up-to-date. We do not, make any representations, warranties or guarantees (whether express or implied) that our Content is complete, accurate, or up-to-date.

To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Services or the use of or reliance upon any Content (including User Content) included on Our Services.

To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees, (whether express or implied) that may apply to Our Services or any Content included on Our Services.

If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

We exercise all reasonable skill and care to ensure that Our Services is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, as a result of your use of Our Services (including the downloading of any Content from it) or any other site referred to on Our Services.

#### **28. Changes to these Terms of Use**

The information and data provided on Our Services is subject to change without notice. We revise the Terms and Conditions of Use at any time by updating this posting.

Any such changes will become binding on you upon your first use of Our Services after the changes have been implemented. You are therefore advised to check this page from time to time.

In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

#### **29. Privacy and Cookies**

Use of Our Services is also governed by Our Cookie and Privacy Policies. These policies are incorporated into these Terms of Use by this reference.

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### **DISCLAIMER POLICY: June 2023**

#### **Background:**

Wollow is owned by Financialearn Ltd. Financialearn Ltd is an intermediary Source that does not offer financial advice, but seeks to offer information and guidance only, to its Users. Our content is not deemed as financial advice and therefore is not regulated. We always recommend talking with a regulated professional or refer to our affiliate partners / brokers / companies / businesses / other intermediaries, before making any decisions.

Our Services, operate as an e-book delivering information on various types of insurance products to help you make independent and informed choices about your own financial protection needs. Our Services may potentially direct / route you to regulated professional or refer to our affiliate partners / brokers / companies / businesses / other intermediaries

and external insurers who offer a range of such products and services and who are regulated by Financial Conduct Authority or other governing and regulated bodies. Where you feel it is appropriate to take further action, you will do this independently by either selecting the option provided for you within Our Services where we will take your instruction or consent by your agreement to select these options provided to you. Alternatively, you can make direct approaches to those firms who are able to help you implement your protection needs under the rules and regulations of the FCA.

We do not offer advice or make recommendations about which external products or services will be most suitable to your needs and you need to make your own choice about how to proceed.

We respect your privacy and share concerns about the security of any data you may submit using Our Services (Our Site or related mobile applications) and will only collect and use personal data in ways that are described within our Privacy Policy (please refer to this for further details), and in a manner that is consistent with our obligations and your rights under the law.

### **1. Definitions and Interpretation.**

In this Disclaimer Policy, unless the context otherwise requires, the following expressions have the following meanings:

- 29.1 "Account" means an account required to access and/or use certain areas and features of Our Services.
- 29.2 "Cookie" means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site.
- 29.3 "Personal data" means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Services.
- 29.4 "We/Us/Our" means Financialearn Ltd, a limited company registered in England under company number, 11228764, whose registered address is, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.
- 29.5 "Our Services" is an information and education service namely, **Wollow**, that provides you with information and guidance on insurances. Financialearn Ltd has been reviewed by Advice Unit at Financial Conduct Authority (FCA) to confirm its position in being unregulated. This is because we provide educational content only and therefore, do not offer advice, regulated advice or make financial recommendations. This service may be affiliated with third party members to assist your client journey. These third party members may identify as Insurers /businesses/ brokers / intermediaries or organisations who are regulated by the FCA.

### **2. Data Protection**

Any and all personal data that We may collect will be collected, used and held in accordance with the GDPR and your rights and Our obligations under that Act.

We may use your personal information to:

- a. Provide and administer your Account
- b. Reply to any communications you send to Us.
- c. Send you important notices as detailed in clause 2.
- d. Send you promotional offers and marketing communications from selected affiliates and/or partners.



### **3. How We Maintain Accurate Information**

Although we will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date, it is your responsibility to ensure that the information you provide to us is accurate, complete and current. You control the information you provide and you may correct or update any information you choose to provide to us using the personal form within the App. This form is for your purpose and is part of Our Service to you.

### **4. Communication from Us**

If we have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, Our Service changes, changes to these Terms of Use and changes to your Account.

We may periodically send you marketing emails of any kind without your express consent. If you do give such consent, you may opt-out at any time. Any and all marketing emails sent by Us is controlled via the App using the unsubscribe button. If you opt out of receiving emails from us at any time, it may take up to 15 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

We may reject, reclassify, or remove any User Content from Our Services where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at: [info@financialearn.com](mailto:info@financialearn.com).

### **5. Law and Jurisdiction**

These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

If you are a business, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

### **6. Terms of Use**

This is an information only service that provides you with tools and information you may wish to consider, concerning financial protection. In helping you improve your knowledge around personal protection strategies, we offer the opportunity for you to be referred to affiliate partners who are external providers / regulated professionals / affiliate partners / brokers / companies / businesses / other intermediaries who provide services regulated by the FCA and other governing or regulated bodies. We act only as an information and education platform and will signpost you to external partners where you select to find out more. We do not sell, endorse, or recommend any insurance products via the App. You should always consider seeking financial advice and consider your own personal financial circumstances when reviewing Our Services.

We are not a provider nor are we owned by a bank, insurer or product manufacturer. Please do not interpret the links to our affiliated third-party providers to be an endorsement or recommendation from us. There is no particular basis or system for providing advice

therefore, we have connected with third-party partners to assist you with informed choices you may wish to make.

We provide you with educational tools to you make informed choices and ask you to make your own decisions when speaking to any third parties whether linked to Our Services or not in order to select and make decisions that you feel are in support of your circumstances and needs.

We may provide you with general knowledge brought together in one place, Wollow, but we do not and will not recommend or advise you on specific providers, products or services.

We encourage you to make your own investigations and obtain advice, before you act.

Our purpose is to provide you with information to help build confidence and make informed decisions independently and where necessary signpost you to affiliated links to external advisers and product providers. This does not stop you from making your own independent enquiries with other third parties once you are satisfied with the information and guidance provided.

In order to refer you to affiliate partners, we may need to collect some basic information about you (please refer to our Privacy Policy for more details). By clicking internal links within the App, you are authorising us to provide some or all of your information to an advisor, a product provider (Insurer) or Third-Party who will call you to discuss and advise about options available to you.

By selecting an option for referral, you are also consenting to us retaining your personal information so that we can contact you about other relevant services that we think might interest you (but you can “opt out” of this process at any time by simply withdrawing your consent) within the App.

We only provide an educational platform in financial matters and the ability to refer you to affiliate partners should you wish to be introduced. This does not guarantee you can get insurance. Acceptance by insurance companies are based on their own criteria and you will need to refer directly to these third parties to get further information.

We strongly suggest you use your own judgement and review the product information by regulated professionals / affiliate partners / brokers / companies / businesses / other insurance providers before you make any decision.

Where our site links to affiliated third-party external partners, for example, by clicking internal links provided, we may receive a commission or referral fee or some form of payment in relation to our signposting. In some cases, we may receive remuneration for referring you to an adviser or product issuer. These arrangements vary but if you are referred to an adviser, they will tell you what referral arrangements are in place, if any.

To the extent permitted by law, we disclaim all liability to any person in relation to the use of Our Services and you waive all claims against Us in relation to your use of Our Services. We accept no liability for any interference with or damage to a user’s device, software or data occurring in connection with or relating to Our Services or its use or any websites linked to Our Services, and do not represent or warrant that applications initiated through Our Services will be received or made to the intended recipient.

Our Services may include links to other websites operated by other communities, businesses and government agencies. These linked websites will have their own terms and conditions of use and you should familiarise yourself with these. All linked communities are linked “as is” and we do not sponsor, endorse or necessarily approve of any material on linked websites or to Our Services. We do not make any warranties or representations that material on other websites to which the App is linked does not infringe the intellectual

property rights of any person anywhere in the world; and does not authorise the infringement of any intellectual property rights contained in the material in other websites by linking Our Services to those other websites.

If you have a complaint or dispute in relation to Our Services, please email:

[info@financialearn.com](mailto:info@financialearn.com).

Unless expressly stated otherwise, Financialearn Ltd claims copyright ownership of all material related to Our Wollow Services App (platform) and our website: [www.wollow.life](http://www.wollow.life). We do however list certain digital, software and hardware providers who have provided use of their own products and services in support of the development of Wollow, namely: Firebase, Google products and services and other subscription software and hardware services.

## **7. Registration and Responsibilities**

To use our secure Services you must:

- a. Be at least 18 years of age;
- b. Have not previously been suspended or removed from our site; register; and
- c. Comply with these Terms and any relevant laws.

In some cases, you can engage with our site anonymously. But, if you want to access some features of our site, you need to be a registered user.

To register for an account, you need to provide certain identifying online information and create a username and password. Registering as a user, you are agreeing to conduct yourself in accordance with these Terms.

You are responsible for your account, your information and the integrity and security of your account.

It is best not to share your account details but, if you do share your information with anyone else, you are authorising them to act on your behalf and authorising us to accept their submissions and instructions.

If you are worried that your account is not secure, please email [info@financialearn.com](mailto:info@financialearn.com).

User content on Our Services includes (but is not necessarily limited to) reviews, comments etc. An Account is required if you wish to submit User content. You agree that you will be sole responsible for your User content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User content will comply with Our Acceptable Usage Policy.

## **8. Acceptable Usage Policy**

- a. You may only use Our Services in a manner that is lawful and that complies with the provisions of this Clause, specifically:
- b. You must ensure that you comply fully with any and all local, national or international laws and/or regulations.
- c. You must not use Our Services in any way, or for any purpose, that is unlawful or fraudulent.
- d. You must not use Our Services to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely effect computer hardware, software, or data of any kind; and
- e. You must not use Our Services in any way, or for any purpose, that is intended to harm any person or persons in any way.

- f. When submitting User content (or communication in any other way using Our Services), you must not submit, communicate or otherwise do anything that:
  - i. Is sexually explicit, obscene, deliberately offensive, hateful or otherwise inflammatory.
  - ii. Promotes violence, or assists in any form of unlawful activity.
  - iii. Discriminates against, or is in any way defamatory of, any person, group or class or persons, race, sex, religion, nationality, disability, sexual orientation or age.
- iv. Is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.
- v. Is calculated or otherwise likely to deceive.
- vi. Is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy.
- vii. Misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive.
- viii. Implies any form of affiliation with Us where none exists.
- ix. Infringes, or assists in the infringement of, the intellectual property rights (including but not limited to, copyright, patents, trademarks and database rights) of any other party; or
- x. Is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
  - g. We reserve the right to suspend or terminate your access to Our Services if you materially breach the provisions of this Clause and any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
    - i. Suspend, whether temporarily or permanently, your Account and/or your right to access Our Services.
    - ii. Remove any User content submitted by you that violates this Acceptable Usage Policy.
    - iii. Issue you with a written warning.
    - iv. Take legal proceedings against you as appropriate.
    - v. Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
    - vi. Any other actions which We deem reasonably appropriate (and lawful).
  - h. We hereby exclude any and all liability arising out of any actions (including but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

## **9. Intellectual Property Rights**

With the exception of User Content, all content included on Our Services and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.

Subject to information provided within our Terms and Conditions, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Services unless given express written permission to do so by Us.

You may:

- a. Access, view and use Our Services in a web browser (including any web browsing capability built into other types of software or app).
- b. Download Our Services (or any part of it) for caching.
- c. Print page(s) from Our Services.
- d. Download extracts from pages on Our Services.
- e. Save pages from Our Services for later and/or offline viewing.
- f. Our status as the owner and author of the Content on Our Services (or that of identified licensors, as appropriate) must always be acknowledged.

## **10. Links to Other Sites**

Links to other sites are included on Our Services. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Services is for information purposes only and does not imply any endorsement thereof.

You may not link Our Services on other sites where the main content of which contains material that implies any form of affiliation with Us where none exists.

## **11. Disclaimers**

Nothing on Our Services constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Services.

Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Services will meet your requirements, that it will not infringe the rights of the third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Services damages your device or other digital content belonging to you, we will not be liable for any such loss or consequent losses.

We make reasonable efforts to ensure that the Content on Our Services is complete, accurate, and up-to-date. We do not, make any representations, warranties or guarantees (whether express or implied) that our Content is complete, accurate, or up-to-date.

To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Services or the use of or reliance upon any Content (including User Content) included on Our Services.

To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees, (whether express or implied) that may apply to Our Services or any Content included on Our Services.

If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

We exercise all reasonable skill and care to ensure that Our Services is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, as a result of your use of Our Services (including the downloading of any Content from it) or any other site referred to on Our Services.

## **12. Changes to these Terms of Use**

The information and data provided on Our Services is subject to change without notice. We revise the Terms and Conditions of Use at any time by updating this posting.

Any such changes will become binding on you upon your first use of Our Services after the changes have been implemented. You are therefore advised to check this page from time to time.

In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

### **13. Privacy and Cookies**

Use of Our Services is also governed by Our Cookie and Privacy Policies. These policies are incorporated into these Terms of Use by this reference.

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### **COOKIE POLICY: Version June 2023**

#### **Background:**

Wollow is owned by Financialearn Ltd. Financialearn Ltd uses Cookies and similar technologies in order to distinguish you from other users. By using Cookies, We are able to provide you with a better experience and to improve Our Services by better understanding how you use it. Please read this Cookie Policy carefully and ensure that you understand it. Your acceptance of Our Cookie Policy is deemed to occur when you download and enter your details onto the Wollow App. Cookie options can be deselected using the options provided if you do not agree to Our Cookie Policy, this stops your access to some of Our Services immediately.

#### **1. Definitions and Interpretation.**

In this Cookie Policy, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 "Account" means an account required to access and/or use certain areas and features of Our Services.
- 1.2 "Cookie" means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site.
- 1.3 "Personal data" means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Services.
- 1.4 "We/Us/Our" means Financialearn Ltd, a limited company registered in England under company number,11228764 , who registered address is, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.
- 1.5 "Our Services" is information-only service called, **Wollow**. It is an App that provides you with the guidance and information. Financialearn Ltd was developed under the scope of the Advice Unit at Financial Conduct Authority (FCA) in 2018. It does not offer any regulated advice or recommendations. This service is affiliated with regulated professionals / affiliate partners / brokers / companies / businesses / other intermediaries who are regulated by the FCA or other associated governing bodies.

#### **2. How Does Our Services Use Cookies?**

We use Cookies to facilitate and improve your experience of Our Services and to provide and improve Our Services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data are protected and respected at all times.

By using Our Services, you may also receive certain third-party Cookies on your computer or device. Third-party Cookies are those placed by websites, services, and/or parties other than Us.

All Cookies used by and on Our Services are used in accordance with current Cookie Law. We may use some or all of the following types of Cookie:

- 2.1 **Strictly Necessary Cookies.** Your consent will not be sought to place these Cookies, but it is still important that you are aware of them. A Cookie falls into this category if it is essential to the operation of Our Services, and supporting functions such as logging in.
- 2.2 **Analytics Cookies.** It is important for Us to understand how you use Our Services, for example, how efficiently you are able to navigate around it, and what features you use. Analytics Cookie is enable us to gather this information, helping Us to improve Our Services and your experience of it.
- 2.3 **Functionality Cookies** enable Us to provide additional functions to you on Our Services such as personalisation and remembering your saved preferences. Some functionality Cookies may also be strictly necessary Cookies, but not all necessarily fall into that category.
- 2.4 **Targeting Cookies.** It is important for Us to know when and how often you visit Our Services, and which parts of it you have used (including which pages you have visited and which links you have visited). As with analytics Cookies, this information helps us to better understand you and, in turn, to make Our Services and advertising more relevant to your interests.
- 2.5 **Third Party Cookies** are not placed by Us, instead they are placed by third parties that provide services to Us and/or to you. Third Party Cookies may be used by advertising services to serve up tailored advertising to you on Our Services, or by third parties providing analytics services to Us (these Cookies will work in the same way as analytics Cookies described above).
- 2.6 **Persistent Cookies.** Any of the above types of Cookies may be a Persistent Cookie. Persistent Cookies are those which remain on your computer or device for a predetermined period and are activated each time you visit Our Services.
- 2.7 **Session Cookies.** Any of the above types of Cookie may be a Session Cookie. Session Cookies are temporary and only remain on your computer or device from the point at which you visit Our Services until you close your browser. Session Cookies are deleted when you close the browser.

Our Services use analytics services provided by companies such as, Google, Google Analytics, Bing, Firebase, Apple Developer, Microsoft, Fasthosts, Hotjar and other similar software and IT services. These services and similar types of services used are likely to be updated on a regular basis. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling Us to better understand how Our Services is used. This, in turn, enables Us to improve Our Services. You do not have to allow Us to use these Cookies, however whilst Our use of them does not pose any risk to your privacy or your safe use of Our Services, it does enable Us to continually improve Our Services, making it a better and more useful experience for you.

### **3. What does this Privacy and Cookie Policy cover?**

This Privacy Policy, which forms part of our Terms of Use, describes the information that we gather from you, our use and disclose your information, and the steps we take to protect the personal data that you share with us. By using our Services, you consent to the privacy practices described in this policy.

In order to provide you with information, tools and other services we may collect and retain “Personal Information” that may identify you or contribute to identifying you. “Personal Information” can include information such as your name, email address, your contact details and, in some cases, general financial information. We will not collect your personal information unless it’s necessary to provide the information, advice or service you’ve requested and, where possible, you’ll be able to use our services anonymously.

We will generally only collect your personal information from you or from someone you’ve been given authority or been authorised by, to provide personal information to us. We will also only collect information by lawful and fair means and not in an unreasonably intrusive way.

Our **Wollow** App (platform) contains hyperlinks to websites owned and operated by other parties. These other 3<sup>rd</sup> party websites have their own privacy policies and are also likely to use cookies, and we, therefore, urge you to review them. They will govern the use of personal information you submit when visiting these websites, which may also be collected by cookies. We do not accept responsibility or liability for the privacy practices of such third-party websites and your use of such websites is at your own risk.

#### **4. Consent and Control.**

- 4.1 Before Cookies are placed on your computer or device, you may be shown a pop-up requesting your consent to set those Cookies. Alternatively by downloading and entering your details, you are agreeing to our terms of business and Cookie policies. By giving your consent to the placing of Cookies you are enabling Us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies (unless those Cookies are strictly necessary); however certain features of Our Services may not function fully or as intended. You will be given the opportunity to allow and/or deny different categories of Cookie that We use.
- 4.2 In addition to the controls that We provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.
- 4.3 The links below will refer you to sites that will provide instructions on how to control Cookies in all mainstream browsers:
  - 4.3.1 Google Chrome: <https://support.google.com/chrome>
  - 4.3.2 Microsoft Internet Explorer: <https://support.microsoft.com>
  - 4.3.3 Microsoft Edge: <https://support.microsoft.com/en-gb/products/microsoft-edge>
  - 4.3.4 Safari (macOS): <https://support.apple.com>
  - 4.3.5 Safari (iOS): <https://support.apple.com>
  - 4.3.6 Mozilla Firefox: <https://support.mozilla.org>
  - 4.3.7 Android: <https://support.google.com/chrome>
- 4.4 Within Wollow, you can choose to disable Cookies using the side menu, however certain features of Our Services may not function fully or as intended. You will be given the opportunity to allow and/or deny different categories of Cookie that We use through this function.

#### **5. Changes to this Cookie Policy**



This policy will be updated from time to time and becomes effective the moment it is posted on our site. The date of the most recent revision will appear on the page. Please revisit this page each time you submit personal information to Us, to stay aware of any changes to this Privacy Policy. If you subsequently use Our Services, you are deemed to have accepted the amended policy.

In the event of any conflict between the current version of this Cookie Policy and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise. If you do not agree to these changes, please do not continue to use Our Services to submit personal information.

#### **6. Further Information**

If you would like to know more about how We use Cookies, please contact Us at: [info@financialearn.com](mailto:info@financialearn.com), or by post to, Financialearn Ltd, 209 Old Warwick Road, Lapworth, West Midlands, B94 6HN.