

# Kyles Community Broadband Community Interest Company (KCB) Online & Data Policies

## Introduction

Kyles Community Broadband Community Interest Company (KCB) (“We”) is a community interest company (CIC). We are registered in Scotland under company number SC536589, and have our registered office at Colintrave Village Hall, Colintrave, PA22 3AS.

## Application of these Policies

This document supersedes all previously published online policies and applies to the projects (‘our projects’) Kyles Community Broadband Community Interest Company (KCB) manages, including the provision of broadband to the communities of Colintrave and Glendaruel, the Isle of Bute, Toward and the Ardlamont Peninsula.

This document also includes the websites KCB manages (‘our sites’) in particular [www.kcb.scot](http://www.kcb.scot), as well as any subdomains.

This document additionally encompasses the KCB membership, the rights and obligations of which are governed by our memorandum and articles, as published at [www.kcb.scot](http://www.kcb.scot)

## Publication of these Policies

These policy documents are available to all users of our sites and projects through the ‘Publications’ page of the [kcb.scot](http://kcb.scot) website.

*Last updated 24 May*

## Content

### [Kyles Community Broadband Community Interest Company \(KCB\) Online & Data Policies](#)

#### [Introduction](#)

[Application of these Policies](#)

[Publication of these Policies](#)

#### [Privacy Policy](#)

[General Statement](#)

[Definitions](#)

[Our identity](#)

[The categories of personal data concerned](#)

[The purpose\(s\) of processing your personal data](#)

[Legal basis for processing your personal data](#)

[Storing and sharing your personal data](#)

[Retention of your personal data](#)

[Providing us with your personal data](#)

[Your rights and your personal data](#)

[Transfer of Data Abroad](#)

[Automated Decision Making](#)

[Further processing](#)

[Changes to our privacy policy](#)

[How to make a complaint](#)

#### [Terms of website use](#)

[Other applicable terms](#)

[Information about us](#)

[Changes to these terms](#)

[Changes to our sites](#)

[Accessing our sites](#)

[Your account and password](#)

[Intellectual property rights](#)

[No reliance on information](#)

[Limitation of our liability](#)

[Uploading content to our sites](#)

[Rights you licence](#)

[Viruses](#)

[Linking to our site](#)

[Third party links and resources in our site](#)

[Applicable law](#)

[Acceptable Use Policy](#)

[Prohibited uses](#)

[Interactive services](#)

[Content standards](#)

[Suspension and termination](#)

[Changes to the acceptable use policy](#)

[Cookie Policy](#)

# Privacy Policy

## General Statement

KCB is committed to protecting and respecting your privacy. The practices outlined in this notice apply to all our members, local businesses, visitors, partners, sponsors, and KCB board members and development team. This policy (together with our terms of use and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Please read the following carefully to understand our practices regarding your personal data and how we will treat it. If you have any concerns or questions about your data or our practices please email [info@kcb.scot](mailto:info@kcb.scot).

The rules on the processing of personal data are set out in the EU's General Data Protection Regulation (the "GDPR") which replaces the Data Protection Act 1988 on 25 May 2018.

## Definitions

- *Data controller* – A controller determines the purposes and means of processing personal data.
- *Data processor* – A processor is responsible for processing personal data on behalf of a controller.
- *Data subject* – Natural person
- *Categories of data*: Personal data and special categories of personal data
  - *Personal data* – The GDPR applies to 'personal data' meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.
  - *Special categories personal data* – The GDPR refers to sensitive personal data as 'special categories of personal data' (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.
- *Processing* – means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- *Third party* – means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

## Our identity

KCB is the data controller. This means we collect and manage your personal data in accordance with this policy. If you have any questions about your data or wish to have your data revised or removed please contact [info@kcb.scot](mailto:info@kcb.scot).

## The categories of personal data concerned

KCB holds and maintains the following personal data as provided by you (which may be your home or business contact details as determined by you):

- name
- address and/or postcode
- email addresses
- phone numbers

We have obtained your personal data from detail that you have provided from opting in to receiving communications from us either as a member, a local business contact or as a subscriber or by entering a competition or prize draw or by answering a survey.

## The purpose(s) of processing your personal data

We use your personal data for the following purposes:

- To keep our Members, Business Contacts and Visitors informed
- To provide our Members with notification of events, meetings and offers
- To provide our Members with links to information, surveys and updates for onward distribution to their own contacts
- To provide up to date information on Industry business and legislation
- To provide a destination based marketing service on behalf of our Members for Visitors and Travel Trade
- To provide information regarding our destination and visits to our projects
- To provide information and news including competitions and special offers to our subscribers

You may give us information about yourself by filling in forms on our websites (our sites) or by corresponding with us by phone, e-mail, social media or otherwise. This includes information you provide when you register to use features on our sites, subscribe to our service, participate in social media functions on our sites, enter a competition, promotion or survey, and when you report a problem with our site. You must expressly opt-in to receiving information from us.

## Legal basis for processing your personal data

Personal data (article 6 of GDPR) Our lawful basis for processing your general personal data is based on your opt in consent for your data to be used to receive communications on community news, industry news and updates, newsletter and promotional offers from KCB relating to our projects. More information on lawful processing can be found on the ICO website.

## Storing and sharing your personal data

Your personal data will be treated as strictly confidential. Subscriptions to newsletters and updates will be stored on Mailchimp and will be regularly checked for duplications and requests to unsubscribe. Member data will be held in spreadsheet format on private KCB Dropbox files which are only accessible by directors, the company secretary, KCB agents and our appointed data controller.

## Retention of your personal data

We keep your personal data for no longer than reasonably necessary. We only retain your data for the following purposes and use the following criteria to determine how long to retain your personal data: Term of Membership, Term of Subscription. When a membership is terminated we will delete all personal data associated with that membership. Visitor and Business subscribers will always have the option to unsubscribe at any point. Our subscription database will be reviewed annually to gauge levels of interaction and overhauled at least every 2 years.

## Providing us with your personal data

We require your personal data as it is a requirement of Membership or Subscription to allow us to contact you for the purposes of fulfilling the provision of member services as a member or information that you have subscribed to receive from us such as newsletters and updates. If you are a visitor and have elected to receive our updates we will offer you the option to continue to receive these newsletters at least every two years and provide you with the means to unsubscribe. We will not use your data for any other purposes without seeking your prior approval.

## Your rights and your personal data

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to withdraw your consent to the processing at any time, where consent was your lawful basis for processing the data.

- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

## Transfer of Data Abroad

We do not transfer personal data outside the EEA.

## Automated Decision Making

We do not use any form of automated decision making in our business.

## Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use for you to opt in prior to commencing the processing and setting out the relevant purposes and processing conditions.

## Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

## How to make a complaint

To exercise all relevant rights, queries or complaints please in the first instance contact [info@kcb.scot](mailto:info@kcb.scot). If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the Information Commissioners Office on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.

# Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our websites URLs (our sites), whether as a guest or a registered user. Use of our sites includes accessing, browsing, or registering to use our sites.

Please read these terms of use carefully before you start to use our sites, as these will apply to your use of our sites. We recommend that you print a copy of this for future reference.

By using our sites, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our sites.

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our sites:

- *Our Privacy Policy* which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.
- *Our Acceptable Use Policy* which sets out the permitted uses and prohibited uses of our sites. When using our sites, you must comply with this Acceptable Use Policy.
- *Our Cookie Policy* which sets out information about the cookies on our sites.

## Information about us

Our sites are operated by the Kyles Community Broadband Community Interest Company (KCB) (“We”). We are a community interest company (CIC). We are registered in Scotland under company number SC536589, and have our registered office at Colintraive Village Hall, Colintraive, PA22 3AS.

## Changes to these terms

We may revise these terms of use at anytime by amending this document. Please check this document from time to time to take notice of any changes we made, as they are binding on you.



## Changes to our sites

We may update our sites from time to time, and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

## Accessing our sites

Our sites are made available free of charge. We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. Access to our sites are permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason our sites is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our sites are directed to people residing in the United Kingdom. We do not represent that content available on or through our sites is appropriate or available in other locations. We may limit the availability of our sites or any service or product described on our sites to any person or geographic area at any time. If you choose to access our sites from outside the United Kingdom, you do so at your own risk.

## Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@kcb.scot](mailto:info@kcb.scot)

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our sites

must always be acknowledged. You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## No reliance on information

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites. Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

## Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our sites; or
- use of or reliance on any content displayed on our sites. If you are a business user, please note that in particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Uploading content to our sites

Whenever you make use of a feature that allows you to upload content to our sites, or to make contact with other users of our sites, you must comply with the content standards set out in our *Acceptable Use Policy*. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. Any content you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the sites a limited licence to use, store and copy that content and to distribute and make it available to third parties.

The rights you license to us are described in the next paragraph (*Rights you licence*). We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our sites. We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with the content standards set out in our *Acceptable Use Policy*.

The views expressed by other users on our sites do not represent our views or values. You are solely responsible for securing and backing up your content.

## Rights you licence

When you upload or post content to our sites, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the sites or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.
- We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

## Viruses

We do not guarantee that our sites will be secure or free from bugs or viruses.

- You are responsible for configuring your information technology, computer programmes and platform in order to access our sites.
- You should use your own virus protection software.
- You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

- You must not attempt to gain unauthorised access to our sites, our servers on which our sites are stored or any server, computer or database connected to our sites.
- You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

## Linking to our site

You may link to our sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our sites other than that set out above, please contact [info@kcb.scot](mailto:info@kcb.scot)

## Third party links and resources in our site

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English and Scottish law. We both agree to the exclusive jurisdiction of the courts of Scotland.

# Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may access our sites.

This acceptable use policy applies to all users of, and visitors to, our sites. Your use of our sites means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

Our sites are operated by the Kyles Community Broadband Community Interest Company (KCB) (“We”). We are a community interest company (CIC). We are registered in Scotland under company number SC536589, and have our registered office at Colintraive Village Hall, Colintraive, PA22 3AS.

## Prohibited uses

You may use our site only for lawful purposes. You may not use our sites:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

*You also agree:*

- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt: or any part of our sites; or any equipment or network on which our sites are stored; or any software used in the provision of our sites; or of any equipment or network or software owned or used by any third party.

## Interactive services

We may from time to time provide interactive services on our sites, including, without limitation:

- Forum
- Blogs

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks.

However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## Content standards

These content standards apply to any and all material which you contribute to our sites (contributions), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

*Contributions must:*

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted. Contributions must not:
  - Contain any material which is defamatory of any person.
  - Contain any material which is obscene, offensive, hateful or inflammatory.
  - Promote sexually explicit material.
  - Promote violence.
  - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - Infringe any copyright, database right or trade mark of any other person.
  - Be likely to deceive any person.
  - Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - Promote any illegal activity.
  - Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our sites. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our sites.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our sites.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary. We exclude liability for actions taken in response to breaches of this acceptable use policy.

The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our sites.

# Cookie Policy

Our sites use cookies to distinguish you from other users of our sites. This helps us to provide you with a good experience when you browse our sites and also allows us to improve our sites. By continuing to browse the site, you are agreeing to our use of cookies.

## We use the following cookies:

- *Strictly necessary cookies.* These are cookies that are required for the operation of our sites. They include, for example, cookies that enable you to log into secure areas of our sites, use a shopping cart or make use of e-billing services.
- *Analytical/performance cookies.* They allow us to recognise and count the number of visitors and to see how visitors move around our sites when they are using them. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- *Functionality cookies.* These are used to recognise you when you return to our sites. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- *Targeting cookies.* These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our sites and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.
- Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.