

Privacy Policies and Terms of Service

Who are we?

We are Nine Consulting Limited, trading as 'nine'. We provide consultancy services and cloud based products to client organisations to assist with their risk management in the areas of technology, data protection, cyber security, and safeguarding.

We are registered in England and Wales under company number 06829839. Our registered offices are at 20 Goodwood Way, Cepen Park South, Chippenham, SN14 0SY and we are based at 63 Wingate Square, Clapham Old Town, London, SW4 0AF.

What is personal data?

The term 'personal data' refers to any information which identifies you or can be used to identify you when used in conjunction with other information. The personal data most commonly used by us will be your name, your job title and your email address.

The term 'data subject' describes the person about whom the personal data is about.

What personal data do we collect about you?

We will usually collect and process:

- Names
- Email addresses
- Job titles
- IP address
- Location data
- Website statistics

We may also collect and use anonymous or aggregated data relating to your use of our products and services in order to improve them, refine them and develop our business.

How do we obtain your information?

Much of the personal data we process about you will be provided directly by you. We will collect your personal information to contact you when:

- You have expressed an interest in the use of our products and services (including trial products and services).
- You have registered to attend (or have attended) one of our events (or one of our sponsored events).
- You have attended an event, webinar or conference that we have participated in and you have consented to your data being shared with us.
- You visit our websites.

- You sign up to receive newsletters, digests, blogs or surveys.
- You have expressed an interest in working for, or with, us, or.

How do we use your personal data?

We use your personal data for the purposes you provide the information for, including communicating with you to maintain and expand our relationship with you.

We may also use your personal data:

- To tell you about the services or products we have developed that might be appropriate to you or your role.
- To analyse patterns and trends of your service usage, to help us plan our services, inform our product development and develop our business.
- To help us verify your identity and your position within an organisation when you register for our services or express an interest in developing a business relationship with us.
- To monitor our performance in how we respond to you.
- To make recommendations for products or services from trusted third parties that may be of interest to you. Please note that we may receive commission for purchases made through the 9ine App (at no additional cost to you).
- To help us investigate any concerns you may have about any of the services or products you receive from us.
- To ask you for feedback on the services or products you have been using.
- To tailor your content for your particular role, region, interests or preferences.

What are our responsibilities for looking after your personal data?

We are registered as a Controller with the Information Commissioner's Office under number Z2290134.

We are also a Processor of information for other organisations.

In every case, when we are collecting or using personal data, we will comply with the requirements of data protection legislation, including the General Data Protection Regulation (Regulation (EU)2016/679) (the GDPR) and the Data Protection Act 2018.

What is our legal basis for using your personal data?

Under the GDPR, we are required to have a legal basis to process your personal data.

Where we are acting as a Controller, our lawful basis may be based upon:

- Your consent, which you can withdraw at any time by contacting support@9ine.com.
- Our contractual obligation.
- Our legal obligation.
- Our legitimate interest.

Where we are acting as a Processor, our legal basis will mirror that of our Controller. We will only process personal data in accordance with our Controllers instructions and in compliance with our contractual obligations.

We may share your personal data with selected external service providers acting on our behalf, under contract, to complement the services we are providing for you. These service providers may be based outside of the EEA.

We may also be required to share your personal data with other organisations for legal or statutory purposes, or where we have your consent to do so.

What rights do you have over your personal data?

You may ask us for information about the personal data we hold about you and what we are using it for.

You may also ask us to:

- Stop using your personal data for the purposes of direct marketing.
- Rectify any inaccurate information we hold about you.
- Restrict our use of your personal data.
- Erase your personal data.
- Provide your personal data to another data controller.

If you have any questions or concerns about how we are using your personal data or if you would like to exercise any of your information rights, please contact us at support@9ine.com.

If you consider your personal data is not being used appropriately and you have not received a satisfactory response from us, then you are entitled to lodge a complaint with the Information Commissioner's Office.

How do we retain and store your personal data?

All personal data is securely stored and is deleted when it is no longer required.

How do we keep your personal data secure?

We have procedures and technologies in place to maintain the security of all personal data from the point of collection to destruction.

We use industry-standard security measures to protect your personal data against unlawful or unauthorised processing, and against accidental loss, destruction or damage.

We hold Cyber Essentials+ and ISO 9001 certifications. We undertake regular WebApp cybersecurity assessments, auditing our code on a regular basis and following best practice in Cyber Security by design methodologies.

We will only use data processors who have provided us with sufficient guarantees that they have implemented appropriate technical and organisational measures to comply with the data protection legislation.

Please read these terms carefully

These Terms tell you the rules for accessing the 9ine App.

Click on the links below to go straight to the information below:

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What is the 9ine App?

The 9ine App is the intelligent cloud-based and client-focused platform developed and operated by Nine Consulting Limited, trading as '9ine', for the delivery of its consultancy products and services.

Who are we and how can you contact us?

We are 9ine. We provide consultancy services and cloud-based products to client organisations to assist with risk management in the areas of technology, data protection, security & systems and safeguarding.

We are registered in England and Wales under company number 06829839 and we have our registered office at 20 Goodwood Way, Cepen Park South, Chippenham, Wiltshire SN14 0SY.

Our main trading address is 63 Wingate Square, Clapham, London SW4 0AF.

Our VAT number is 974558959. To contact us, please email support@9ine.com.

What happens when I register for the 9ine App?

When you register for the 9ine App (or you click 'Accept' to use the 9ine App, or you check a checkbox for the acceptance of these terms (whichever is earlier) you shall create a contract between your organisation and 9ine. This means you agree to be bound by these terms and that you agree to comply with them.

If you do not agree to these terms of use or you do not have authority to bind your organisation, you must not register for the 9ine App, or click 'Accept' to use the 9ine App, or check a checkbox for the acceptance of these terms or use the services of the 9ine App.

We may monitor your use of the 9ine App.

We recommend that you email a copy of these terms to your business address for future reference.

These terms of use incorporate the following additional terms, which also apply to your use of the 9ine App:

- Our Privacy Policy
- Our Cookie Policy, which sets out information about the cookies we use on the 9ine App.

If you subscribe to the paid service of the 9ine App there will be a contract of sale between us which will be governed by our Terms and Conditions for the Supply of Services.

We may ask to verify your identity?

We may require you to provide information that may be used to verify your identity and organisation for the purposes of confirming your position within your organisation.

We may make changes to the 9ine App

We may update and change the content on the 9ine App from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes which will affect your use of the 9ine App.

We may suspend or withdraw the 9ine App

We do not guarantee that any content on the 9ine App will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of it for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal that will affect your use of the 9ine App.

You must keep your account details safe

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 to access the 9ine App, 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 has become aware of your user identification code or password, you must promptly notify us at support@9ine.com

How you may use material from the 9ine App

9ine is the owner of all intellectual property rights in the 9ine App and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

For the duration of any trial period, we will grant you a limited non-exclusive and non-transferable licence, to search and view the materials on the 9ine App so that you can evaluate whether you wish to subscribe to the paid service.

Please note that during any trial period of the 9ine App you may not:

1. Download materials from it to a local machine, network or disk or save them in an electronic form;
2. Copy and paste any material from it;
3. Print or copy any material from it;
4. Email or otherwise make materials from it available to anyone else;
5. Modify any materials from it;
6. Use personal data in such a way as to knowingly or negligently cause us to breach our obligations under the applicable data protection laws; or
7. Process personal data included within, or accessed via, the 9ine App for any purpose other than to trial the service during any trial period.

If you print off, copy or download any part of the 9ine App in breach of these terms of use, your right to use it will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You must not remove, deface, obscure, or alter the identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to the 9ine App or use or display logos of 9ine without its prior written approval.

Reliance upon our materials

Nothing on the 9ine App shall be construed as advice.

The content and materials on the 9ine App are provided for general information only. They are not intended to amount to case-specific advice on which you should rely. You should therefore obtain further advice before taking, or refraining from, any action relating to your specific circumstances. Please contact sales@9ine.com for our consultancy services.

Please note that, although we have taken every care to ensure the accuracy of information on the 9ine App, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to the 9ine App or any content on it.

We will not be liable to you 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 the use of, or inability to use the 9ine App, or the use or reliance on any content displayed within it.

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.

Different limitations and exclusions of liability will apply to liability arising as a result of any content, materials or products supplied to you as part of the paid service, which will be set out in our Terms and Conditions for the Supply of Services.

How we may use your personal information

We will only use your personal information in accordance with data protection legislation, as set out in our privacy policy.

Uploading content and personal data to the 9ine App

Whenever you make use of a feature that allows you to upload content to the 9ine App, you will retain all your ownership rights in that content but you are required to grant us a limited licence to use, store and reproduce all content that does not constitute personal data. Any personal data you upload will be processed by 9ine in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679), as Processor. You must ensure that any personal data uploaded onto the 9ine App has been lawfully disclosed to 9ine and that you have provided the data subject with all information required by any applicable data protection legislation. 9ine shall accept no responsibility for any consequences associated with your disclosure of any personal data.

All data inputted in the 9ine App will be deleted after any trial period has expired (plus 60 days), unless you subscribe to the paid service of the 9ine App.

Security of the 9ine App

You are responsible for configuring your information technology, computer programmes and platform to access the 9ine App. You should use your own virus protection software.

You must not misuse the 9ine App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not allow any personnel or third party to give, sell, rent timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any part of the 9ine App to any third party.

You must not circumvent, disable or otherwise interfere with any security-related features of the 9ine App that prevent or restrict the use or copying of any content or that enforce limitations on its use.

You must not reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the 9ine App, or any components thereof; nor shall you copy, modify, translate, patch, improve, alter, change or create any derivative works of the 9ine App or any part thereof.

You must not take any action that imposes or may impose (at our sole discretion) any unreasonable or disproportionately large load on the 9ine App infrastructure or infrastructure which supports the site or interfere or attempt to interfere with its integrity or proper working, or any related activities.

You must not use the 9ine App for competitive purposes, including the development or enhancement of a competing service or product or encourage or assist any third party to do so.

You must not attempt to gain unauthorised access to the 9ine App, the server on which it is stored, or any server, computer or database connected to it. You must not attack the 9ine App 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 the 9ine App will cease immediately.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.