# EASI™ Privacy Policy

Last Updated: 4 November 2026

Effective Date: 4 November 2026

The current version is always at https://easi.network/privacy-policy

## 1.0 Who We Are

1.1 This Privacy Policy explains how EASI Network Ltd ("EASI", "we", "us") collects, uses and protects your personal data when you use the EASI™ application ("App"), this website, or our WhatsApp line, and when we hold the business contact details of an eFoil business or professional, or contact them about EASI (see 2.18), and when a member of EASI imports a file of past sessions that names you (see 9.6).

1.2 EASI Network Ltd is the data controller for the personal data described in this policy. We are a company registered in England and Wales under company number 17422090. Our registered office is First Floor Office, 3 Hornton Place, London W8 4LZ, United Kingdom, and you can contact us at admin@easi.network. We are registered with the Information Commissioner's Office under reference ZC232046.

1.3 We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

1.4 This policy should be read together with our Terms of Use (https://easi.network/terms-of-use).

1.5 EASI Network Ltd was incorporated on 26 August 2026 and has been the controller from that date. Before then the scheme was run by Riley Grey, trading as EASI. What we hold, why we hold it and your rights over it are unchanged.

1.6 Independence. EASI is a private, voluntary industry scheme. It is not accredited by, or affiliated with, the United Kingdom Accreditation Service (UKAS), holds no recognition under retained Regulation (EC) 765/2008, and is not a national accreditation body.

## 2.0 The Personal Data We Collect

2.1 Account information — full name, username, email address, profile photo, date of birth, country or region, language preference. If you set a password, it is stored hashed and we cannot read it.

2.2 How you sign in.

> 2.2.1 You can create an EASI account with an email address and a password, or with Google or Apple.
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> 2.2.2 If you choose Google, we send the token Google gives us back to Google to check it before letting you in. If you choose Apple, we check Apple's signature on the token against the public keys we fetch from Apple. Apple also hands us a single-use code alongside that token, and the first time you sign in with Apple we send that code straight back to Apple in exchange for the token described in 2.2.3, and again at a later sign-in if that exchange did not succeed. The code is used in the request it arrives in and is never stored — it can only be used once and expires within minutes. Either way a request goes to that provider at that moment.
>
> 2.2.3 From that, we store the account identifier the provider gives us (Google and Apple each call it a subject id), a note of which provider you used, and the email address and name they pass to us. For Apple we also store the token we receive in the exchange described in 2.2.2,

which Apple calls a refresh token. Alongside it we keep your Apple subject id, which of our Apple app identifiers it was issued for, when it was last written, how many exchanges have failed and why the last exchange failed, and — at the very end — the moment Apple accepted its revocation, immediately before the record is destroyed. We hold it for one reason: it is the only thing Apple accepts when we tell Apple to withdraw the connection between your Apple ID and EASI at the point your account is finally deleted, as described in 4.5. We do not use it to sign you in, and we never use it to ask Apple for anything else. It is kept apart from your account record, it is never sent to the App or to anyone but Apple, and it is deleted with your account.

2.2.4 If you use Apple's Hide My Email, the relay address Apple creates becomes your EASI account email. That is the address we send everything to, and the address you exercise the rights in section 7 from.

2.2.5 If an EASI account already exists with the same email address and it has a password, signing in with Google or Apple links the two and clears that password in the same step. We record that this happened. You can set a new password afterwards with Forgot password.

2.3 Rider profile — your self-assessed riding level and comfort level, your status, weight and riding preferences, bio and experience, preferred brand and setup. The riding level on your profile is one you choose yourself, and the App labels it self-assessed. It is not a rider level. Rider levels (R1 to R4) are awarded by operators, or by instructors they appoint, and are held as a separate record: the level, the date, the session it was awarded on, the operator and its business name, the account that made the award, and the reason recorded for it. See the EASI Rider Levels page (https://easi.network/rider-levels) and 6.4(f).

2.4 Session data.

2.4.1 A session record holds the date and time you rode and the time-zone offset your device reported; the location, both the text you typed or picked and, where the place was resolved or you chose a point on the map, its coordinates and country (or, in a country where EASI shows the flags of its states, provinces or regions, the one it is in); the spot, if the session is linked to one; the duration; the conditions you recorded; the notes you wrote to be shared on the session, including any that a voice note in the App filled in and you saved (2.20); who took part and what each rider used; and, if a GPS track was imported, the track itself with the distance and top speed worked out from it. To name the country and the state, province or region of a point, our server sends its coordinates, and nothing else, to Google's Geocoding service. If the point is on the water and Google names only a country, it also sends up to sixteen points around it, about 1.5 to 4 kilometres away, to find the nearest shore.

2.4.2 From the coordinates and the hour, we fetch what the wind, waves and temperature were measured doing at that place and time, and store the readings on the session. See 4.6.

2.4.3 Two kinds of note can be recorded against a rider on a session: notes on how the session went, which the session's host or an instructor on that session can write, and notes on the kit, which the rider who used it can write. Section 4.3 says who can read a session record.

2.4.4 Sessions can also be added in bulk, from a file of past sessions that a member imports. Section 9, from 9.6, explains what such a file holds and what happens to the people it names, whether or not they are members.

2.5 Equipment data — the gear in your quiver, your preferred setups, and product selections.

2.6 Your WhatsApp number.

2.6.1 You may add a WhatsApp number to your profile. Storing it is optional.

2.6.2 Your number is not shown to other members by default. Your profile carries a "WhatsApp button" control which is switched OFF unless you turn it on.

2.6.3 If you turn it on, other members can contact you on WhatsApp from your public profile. You can turn it off at any time, which stops it being shown from that point forward.

2.6.4 Please be aware that anything shown publicly can be seen, copied or recorded by others while it is visible. Turning the control off prevents future display but cannot recall what someone has already seen or saved.

2.7 Messages and voice notes you send to our WhatsApp line.

2.7.1 You can log sessions and contact us by sending a message or a voice note to the EASI WhatsApp number.

2.7.2 When you do, we receive and store the message, any audio you send, your phone number, and a record of our replies to you.

2.7.3 Voice notes are transcribed to text. Transcription runs on EASI's own hardware using a local speech model. Your audio is not sent to any third-party transcription service, and it is not used to train anyone's models.

2.7.4 A transcript may contain whatever you said, including place names, coordinates for where you rode, and the names of other people you mention. We use it to create or update your session records, and the transcript is stored on the session record it produced. Retention is in 6.2(c) and 6.2(d) — they are not the same.

2.7.5 The App also has a voice note of its own, on Log a Session. It works differently: no audio reaches us, and the words are not saved with your session. We delete them an hour after you send them. See 2.20.

2.8 Your regular eFoil spot and the network map.

2.8.1 You may add your regular eFoil spot to your profile: the water you ride most, whether that is a beach, a lake, or just your town. It is free text that you type, and adding it is optional.

2.8.2 If you add one, we send what you typed to Google's Places and Geocoding services to turn it into coordinates and a country (and, in a country where EASI shows the flags of its states, provinces or regions, the one it is in), so it can be shown as a pin on the EASI network map. If what you typed has no comma in it, we add the country or region from your profile to the search so the name is looked up in the right country, and if that finds nothing we try your words on their own. This happens on our servers when you save, and only when what you typed is new or has changed, or an earlier lookup did not give us a complete result. Nothing that identifies you goes with it — not your name, your email address or your account. Google returns a point for the place it matched. Before we save it, we round that point to two decimal places of latitude and longitude, which is roughly a kilometre, and only the rounded point is kept on your profile, together with the name of the place Google matched and its state, province or region, if it has one. If that state, province or region is in the country or region set on your profile, your rider card shows its flag, which turns over to the country's flag when tapped, and your row in the member

directories shows the same flag. Any signed-in member can open your public profile, where your rider card is, and browse the member directories (4.2), so that flag is shown whether or not your pin is on the map. Place searching on other screens works differently: see 2.10.

2.8.3 Your pin is not shown by default. It appears only if you switch on the map setting in your account, and you can switch it off at any time. The map setting does not hide the flag described in 2.8.2.

2.8.4 Your pin is placed on that rounded point, so it shows roughly where you ride, to within about a kilometre, not an exact place. The words you typed are shown on your pin exactly as you typed them, next to your username, or your full name if you have switched that on. If you type a street or an address, that is what people looking at the map will read, so we suggest a beach, a lake or a town. This rounding is for your rider pin: a location given on a business profile is pinned at the exact place it resolves to, because it is there for customers to find. The App does not ask for, or use, your device's location, and we do not track where you are.

2.9 Maps.

2.9.1 The App and this website use Google Maps to display the network map.

2.9.2 When a map loads, Google automatically collects some data, including your device type and operating system, your IP address, and an identifier used by the Maps service. Google collects this, not us, and Google's Privacy Policy applies to it.

2.10 Searching for a place. Six screens in the App offer place suggestions as you type: the location field when you log a session, and the address field on the brand, instructor, operator, retail and repair-and-service business profiles. On those screens, once you have typed two characters, what is in the field is sent — through our server, about two seconds after you stop typing — to Google's Places service to fetch the suggestions. When you pick one of the suggestions, we ask Google for that place's details. We send the characters you typed and the place you picked, and nothing else: not your name, not your email address and not your account. Google's Privacy Policy governs what Google does with it.

2.11 Special category data. We do not collect special category data, such as health data, and we ask you not to submit it in free-text fields or voice notes. There is one exception, and it happens only if you choose it: the ID check in 2.19, where Didit compares your selfie with the photo on your identity document for us. That comparison uses biometric data to confirm who you are, which is special category data, and we ask Didit to make it only with your explicit consent.

2.12 What the App does not do, and does not collect.

2.12.1 There is no messaging between members inside the App.

2.12.2 The App does not record or keep audio. It asks for the microphone, and on an iPhone or iPad for speech recognition too, the first time you open the voice note on Log a Session (2.20), and it listens only while that voice note is open on your screen. What you say is turned into words by your device's own speech recognition, and no recording is sent to EASI or saved by the App. You can say no, or switch the permission off later in your device's settings, and type your sessions in instead.

2.12.3 The App does not use your device's location. It contains no location software and asks for no location permission.

2.12.4 The App contains no analytics, crash-reporting, telemetry or advertising software of any kind. Our own record of what happens in your account holds the action, the time, your account id and a short note of context — for a sign-up or a sign-in, that note includes your email address. It holds no IP address and no device details. Section 8 covers cookies, which are a website matter and do not reach the App.

2.12.5 We do not read your WhatsApp account, your contacts, or any conversation you have with another person.

2.13 Notes recorded about you by operators and instructors.

2.13.1 An EASI recognised operator, an instructor whose identity EASI has confirmed ("ID confirmed" in the App), or EASI itself can record a note about a rider. An operator is a business that runs eFoil sessions, rentals or instruction, and it needs to know certain things before it hands over equipment. "ID confirmed" means EASI has confirmed who that person is and accepted their role. It says nothing about how well they ride or teach.

2.13.2 A note can only fall into one of five categories: damaged equipment, a safety concern, a breach of the rules, a payment or rental dispute, or something positive. A note records the category, what happened, when, which operator business or instructor recorded it, and the session it relates to if there is one.

2.13.3 These notes are written by someone else, not by you. They are never shown on your profile and other riders never see them.

2.13.4 You can read every note held about you. Use "Request my data" in the App under My Account, or email us at the address in section 12. The reply carries every note about you in full, plus a summary of the other categories we hold and a route to ask for a full export.

2.13.5 We will tell you which operator business or instructor recorded a note. We will not normally tell you which individual member of a business's staff wrote it, because that is another person's personal data.

2.13.6 If you think a note is wrong, tell us — reply to that email, or write to us at the address in section 12. We will record your response on the note, and it goes out with the note in any copy of your records we send you. There is no button for this in the App yet; email us and we will attach your response to the note. We do not delete a note simply because it is disputed — the record of the disagreement is itself part of an accurate account — but we will remove one that should not have been recorded.

2.14 Reports and blocks. If you report another member, we record what you told us, who it was about, and when. If you block another member, we record that. A person you report is not told who reported them. Blocking does not remove a note an operator or instructor has recorded about you.

2.15 If you are 13, 14 or 15: your parent or guardian's details.

2.15.1 An account for a rider aged 13, 14 or 15 cannot be used until a parent or guardian has given consent. See section 11.

2.15.2 To do that we ask you for a parent or guardian's email address, and we email them. That email names you and asks them to confirm. It is sent through our email provider (4.6).

2.15.3 We store their email address on your account, together with the one-time link we generate for them and the date that link expires, which is seven days after we send it. We also keep a separate, permanent record of the consent itself: their email address, when consent was given, the exact wording they were shown, the version of that wording, and your age band at the time.

2.15.4 That record is kept even if the account is later deleted, because it is the only evidence that consent was ever given. See 6.2(l) and 6.4(d).

2.15.5 A parent or guardian can contact us at the address in section 12 about anything we hold about them.

2.16 People you name who are not EASI members, and people named in a file of past sessions that a member imports. See section 9.

2.17 If an operator appoints you as an instructor.

2.17.1 An EASI recognised operator can appoint an instructor to its staff at one of the instructor tiers. The operator decides the tier, and EASI records it. The tier belongs to that one appointment by that one operator: the same person can hold a different tier at another operator. How the tiers work is set out on the EASI Instructor Tiers page (https://easi.network/instructor-tiers).

2.17.2 For each appointment we hold: the operator that made it; your full name as it was on your account when you were appointed; the tier; its status, which is invited, active, suspended, lapsed, ended or declined; when you were invited; when you accepted; and when it ended or was declined. An appointment is recorded as an invitation first, and becomes active only once you accept it. Lapsed means the register listing that goes with the appointment has not been paid for. It is an administrative matter, not a finding of misconduct, and the appointment itself stays your operator's to suspend, reinstate or end. Whether you can award rider levels, and which ones, follows from the tier and from the appointment being active.

2.17.3 The operator that made the appointment sees it in its list of instructors, including appointments that have ended or were declined. For each one, that operator's App is sent your full name, the tier, the status and the dates. Your full name is shown there even if "Show my full name" (4.2(b)) is off. It can suspend, reinstate or end the appointment, and each of those is recorded. No other operator and no other member sees it. EASI itself can see it.

2.17.4 An appointment is not deleted when it ends. It stays on the record, with its dates, as that operator's record of who taught for it and when. It is deleted when your own account is deleted: see 6.2(o) and 6.3. If the operator's account is deleted first, the record of your appointment stays with us until your own account is deleted.

2.17.5 Your appointments are not yet included in the summary that "Request my data" sends (7.3). Ask us at the address in section 12 and we will send them to you.

2.18 If we hold your business's details, or have contacted you about EASI.

2.18.1 This part is about people who run or work for eFoil businesses: operators, course and training providers, brands, distributors and instructors. It applies whether or not you have an EASI account.

2.18.2 What we hold: the business's name, website and location and what it offers; the contact details it publishes, such as an email address, a phone number and its social media pages; the equipment brands it uses; where a person is publicly named as running the business or teaching

for it, their name and role; and a record of our contact with you: the messages we sent, your replies, their dates, and whether you asked us not to contact you again.

2.18.3 Where it comes from: only from what the business or the person has made public, such as a website, a social media page, or a public business listing or directory. We do not buy or rent contact lists, and we do not guess email addresses.

2.18.4 What we use it for: to understand the eFoil industry, and to tell eFoil businesses and professionals about EASI, the App, and how they can take part. Our messages are drafted with the help of an AI writing service (see 4.6(f)) or a language model on our own hardware, from the business details in 2.18.2. A person at EASI reads every message before it is sent, and nothing is sent automatically.

2.18.5 Where the law of your country requires your consent before we email you about EASI, we do not email you until you have given it.

2.18.6 Every email we send says how to stop them. Reply "unsubscribe", tell us in any words, or email admin@easi.network, and we will not contact you again, by email or in any other way. See 7.7.

2.18.7 If you later join EASI, the rest of this policy applies to your account. Our record of having contacted you is kept as described in 6.2(p).

2.19 If you choose to check your ID ("ID checked").

2.19.1 What it is. The "Check my ID" button in the App lets you check your own identity document against a selfie, through Didit, a company that runs identity checks for us. It is optional. Signing up does not involve it, and nothing in the App requires it. It is only for riders aged 18 or over: if you are under 18, the button is not shown and our server refuses to start a check.

2.19.2 Why we offer it. It lets an operator, a business that rents out eFoil equipment and runs sessions, see before it rents to you that you are a real person whose face matches an identity document, and it lets EASI see that a new member is a real person. It sits beside "ID confirmed", which a recognised operator or EASI gives after confirming who you are in person, and it does not replace it.

2.19.3 Who carries it out. Didit Identity Spain, S.L. (CIF B22929327), Calle Nápoles 227, P. 1, 08013 Barcelona, Spain, part of the Didit group (didit.me). Didit runs the check for us, as our processor, on its systems in the European Union. The check takes place on Didit's web page, which the App opens in your browser.

2.19.4 What Didit collects during the check:

(a) your identity document, which can be a passport, a national identity card, a driving licence or a residence permit: either scanned with your phone's camera, which records a short video of the document so Didit can check it is a real one, or a photo you upload; and the details printed on it, which Didit reads from the images;

(b) one selfie, a still photo of your face, which Didit uses to check that a live person is in front of the camera and not a photo or a screen;

(c) a comparison of that selfie with the photo on your document, to check that they show the same person;

(d) your IP address, the rough location it points to, and details of your device and browser, which Didit uses to detect fraud.

2.19.5 What we send Didit. We send Didit only your EASI account number, so that the result comes back to the right account. We do not send it your name, your email address or your date of birth.

2.19.6 Your explicit consent. Comparing your face with the photo on your document uses biometric data to confirm who you are. That is special category data under Article 9 of the UK GDPR, and we ask Didit to process it only with your explicit consent, which the App asks for immediately before the check opens. You can say no. You simply do not get the tick, and nothing else about your account changes. You can withdraw your consent later: see 2.19.11.

2.19.7 How the result is decided. Didit's software decides whether your document appears genuine, whether the selfie shows a live person and whether the two faces match. If it cannot decide, it marks the check for review, and a person at EASI decides it, looking at what you submitted in Didit's system. When a check passes, our server compares the date of birth on your document with the date of birth you gave us (11.2), and the tick is given only if the two match. The date of birth on the document is used for that comparison and is not stored. If a check does not pass, you can start a new one.

2.19.8 What Didit keeps, and for how long. Didit keeps the photo of your document, the selfie and the rest of the check data for one month after the check, and then deletes them automatically. The data Didit uses to compare faces is deleted with them: it is not kept to look for your face in later checks. While Didit holds your check, EASI's administrators can open it in Didit's system. We do that only to decide a check marked for review (2.19.7), or to deal with a question or request you have sent us about your check.

2.19.9 What we keep. For your most recent check we keep, on your record at EASI: its result, when you gave your consent and started it, when the tick was given if it was, your full name as it is printed on the document, and Didit's reference for the check. When a check finishes, our server reads the result from Didit, which includes the details Didit read from your document and short-lived links to the images. We keep only what this paragraph lists. We do not keep the photo of your document, the selfie, the document number or the date of birth on the document.

2.19.10 Who sees what. Once you have the tick, your profile shows "ID checked" and the month of the check to any signed-in member who opens it, operators included, and their App is sent the date and time the tick was given. Other members do not see the name on your document, a check that did not pass, or anything else about your check, and your full name is still shown only if "Show my full name" is on (4.2(b)). EASI's administrators can see the name on your document, to compare it with the name on your account. "ID checked" does not change what you can do in the App: it is not "ID confirmed", it does not make you a session confirmer (4.3.1), and it does not give you any role.

2.19.11 Withdrawing your consent, and deletion. You can withdraw your consent at any time by emailing us at the address in section 12. We will then ask Didit to delete your check, if it still holds it, and remove the tick and our record of the check. Withdrawing does not undo a check already made (3.3). If you delete your EASI account, our record of your check is deleted with it

(6.3). Didit's copy is deleted on its own one-month schedule, and you can ask us to have Didit delete it sooner. Your check is not yet included in the summary that "Request my data" sends (7.3): ask us and we will send you our record of it.

2.19.12 What Didit does on its own account. Didit's terms also let it use information from checks for two purposes of its own: keeping its service secure, and detecting fraud across the checks it runs. Didit says it anonymises or pseudonymises that information first. For those purposes it acts as a controller in its own right, under its Verification Privacy Notice (https://didit.me/terms/verification-privacy-notice). We have switched off Didit's use of checks made for EASI to improve its models.

2.19.13 If a biometric privacy law applies where you live. If you live somewhere with its own law on biometric data, such as Illinois, Texas or Washington in the United States, this section is our written policy and retention schedule under that law: we collect biometric data only to carry out a check you have asked for and to deal with any review of it or question about it, only with the consent you give in the App, and Didit permanently destroys it one month after the check. We do not sell, lease or trade biometric data, or otherwise profit from it.

2.20 If you log a session by voice in the App.

2.20.1 What it is. Log a Session has an orange "Log it by voice-note" button. Tap it and say how your session went, and the App fills in the form from what you said. You check the form and change anything you want to, and nothing is saved as a session until you press Create Session. It is optional: you can always type instead, or send a voice note to our WhatsApp line (2.7).

2.20.2 Turning your voice into words. That is done by the speech recognition built into your device: Apple's on an iPhone or iPad, Google's or your device maker's on Android, and your browser's if you use EASI in a web browser. Depending on your device and its settings, that service may handle the sound on the device itself or send it to its provider's servers, under the provider's own terms and privacy policy, not ours. The App does not save a recording, and no audio reaches EASI. Your words appear on the screen as you speak, and you can correct them before you send them.

2.20.3 What we receive. When you press "Fill in my session", the App sends us the words in the box, up to 6,000 characters, with your device's language setting (for example en-GB) and its time-zone offset, so that "this morning" means your morning. Your account comes with them, as it does with everything the App sends. If you make a second voice note on the same form, the box still begins with the words of the first, so the two are read together.

2.20.4 How they are read. The words are held in our main database (5.1) until our own hardware in the Cayman Islands (5.3) collects them. There, a language model running on that hardware, the same one that reads the transcripts of WhatsApp voice notes (7.2), picks out the date and time, the place, how long you rode, the type of session, the conditions, how it went, a title and any notes, and sends those back to fill in your form. If you have logged a session at a spot of that name through our WhatsApp line before, the point saved with it is used for the place. The words are not sent to any third-party AI service. If they contain a short Google Maps link, our hardware opens the link to find the point it shows, which sends Google the link and nothing else.

2.20.5 What is kept. Nothing is saved as a session until you press Create Session. What you then save is an ordinary session record (2.4.1). The notes that were filled in become the session's shared notes, which the people described in 4.3 can read, so read them before you save. The words you spoke are not saved with the session. We delete the words, and what was read from them, from our main database one hour after you sent them, whether or not you saved the session, or, if our hardware is offline at that point, as soon as it is back. Our hardware does not keep them either: its log records only that a voice note was read, how many characters it had, how long the reading took and which parts of the form it filled.

2.20.6 What the words are used for. Only to fill in your form. They are not used to train any model, nothing in them is added to your profile, and other members never see them.

## 3.0 Why We Use It, and Our Lawful Basis

3.1 We use your personal data for the purposes below. The lawful basis we rely on for each is given after the dash.

(a) Creating and managing your account, and providing the App — contract (Article 6(1)(b))

(b) Signing you in with Google or Apple where you choose that route, and linking that identity to your account — contract (Article 6(1)(b))

(c) Displaying your profile, your logbook, your equipment and any rider level awarded to you to other members, according to your privacy settings — contract (Article 6(1)(b))

(d) Recording sessions, including sessions you log by message or voice note — contract (Article 6(1)(b))

(e) Transcribing voice notes you send us, so they can become session records — contract (Article 6(1)(b))

(f) Turning a place you type into coordinates, and offering place suggestions while you type — contract (Article 6(1)(b))

(g) Showing a WhatsApp contact button on your public profile — consent (Article 6(1)(a)), given by turning the control on, and withdrawn by turning it off

(h) Showing your pin on the public network map — consent (Article 6(1)(a)), given by switching the map setting on, and withdrawn by switching it off

(i) Replying to you on WhatsApp about something you contacted us about — contract (Article 6(1)(b)), or legitimate interests (Article 6(1)(f)) where you are not yet a member

(j) Checking, from the date of birth you give us, whether you are old enough to use EASI and whether consent is required — legal obligation (Article 6(1)(c))

(k) Obtaining and recording the consent of a parent or guardian for a rider aged 13 to 15, and holding the guardian's email address as the evidence of who gave it — legal obligation (Articles 6(1)(c) and 8), and for the guardian's own data our legitimate interests (Article 6(1)(f)) in being able to show that consent was given

(l) Operating, maintaining and securing the App — legitimate interests (Article 6(1)(f)), being our interest in running a safe and working platform

(m) Website analytics cookies on this website — consent (Article 6(1)(a)), given through the cookie banner. The App has no analytics; see 2.12.4 and section 8

(n) Maintaining platform safety and integrity, and preventing fraud and abuse — legitimate interests (Article 6(1)(f))

(o) Keeping a record of anyone who has asked us not to contact them — legitimate interests (Article 6(1)(f)), being our interest in reliably honouring that request

(p) Keeping a record that an account was deleted and when — legal obligation and legitimate interests (Articles 6(1)(c) and 6(1)(f)), so we can demonstrate we honoured the request

(q) Allowing EASI recognised operators and ID-confirmed instructors to record notes about riders, and allowing session confirmers (4.3.1) to read riders' session records, before providing equipment or instruction and to confirm sessions and award rider levels — legitimate interests (Article 6(1)(f)), being our interest in operating a safety scheme, protecting operators' equipment, and protecting other riders. Section 4.3 sets out how wide that access is

(r) Handling reports between members, and keeping people who have blocked each other out of each other's listings — legitimate interests (Article 6(1)(f)), being our interest in a platform people can use safely

(s) Holding the name and number of a co-rider who has no EASI account, so a session record is complete and so we can invite them — legitimate interests (Article 6(1)(f)). See section 9

(t) Recording an instructor appointment an operator makes, with its tier and its history, and showing it to that operator — legitimate interests (Article 6(1)(f)), being our interest, and the operator's, in a record of who was appointed to teach for each operator, at what tier and when, so that a rider level can be traced to the operator behind it. See 2.17

(u) Keeping the record of your acceptance of the EASI Instructor Agreement, as written evidence of what you agreed to and when — performance of a contract (Article 6(1)(b)), and our legitimate interests (Article 6(1)(f)) in being able to show what was agreed

(v) Keeping a record of eFoil businesses, and of the people publicly named as running them or teaching for them, from public information, and contacting them about EASI (2.18) — legitimate interests (Article 6(1)(f)), being our interest in understanding the eFoil industry and in telling the businesses and professionals in it about a network built for them. You can object at any time, and we will stop: see 7.7

(w) Checking your identity document against a selfie through Didit when you choose to, showing the "ID checked" tick on your profile, and keeping our record of the check (2.19) — consent (Article 6(1)(a)); and for the comparison of your face with the photo on your document, which uses biometric data, explicit consent (Article 9(2)(a)). You give both in the App immediately before the check opens, and you can withdraw them as 2.19.11 explains

(x) Holding the people named in a file of past sessions that a member imports (their names on the sessions, and their email addresses and phone numbers with the import), and linking those sessions to a member whose email address or phone number matches, at the time or once they later prove it (9.6 to 9.10) — legitimate interests (Article 6(1)(f)), being our interest, and the importing member's, in complete session records and complete logbooks, and the interest of the people named in having the sessions they rode reach them. You can object at any time: see 9.13

(y) Reading the words of a voice note you make in the App, to fill in the Log a Session form for you to check (2.20) — contract (Article 6(1)(b))

3.2 Where we rely on legitimate interests, we have balanced those interests against your rights, and you may object at any time under section 7.

3.3 Where we rely on consent, you may withdraw it at any time. Withdrawal does not affect processing already carried out.

3.4 We do not use your data for advertising. We do not give anyone your voice notes, your transcripts or your individual session records for them to train artificial-intelligence models on.

3.5 Which parts of your profile other members see is largely your choice, and 4.2 lists each control and how it is set when you start. Two things are worth knowing before you rely on them. Your equipment is shared by default — you have to switch it off. And the session-visibility control governs what is listed on your profile, not what a session confirmer can open: see 4.3.

## 4.0 Sharing

4.1 We do not sell data that identifies you. We do not sell your name, your email address, your account, your precise location or your session history to anyone. If we ever wanted to sell information that identifies you, we would need your consent, and we would ask for it first.

4.2 With other members. Any signed-in member can browse the member directories and open another member's public profile. What your profile shows is set by the controls on the Privacy screen in the App, and they do not all start in the same position:

(a) On when you start: Rider details, Riding focus, Course interest, My eFoil setups, Stats & hours — and, if you were 18 or over when you set up your profile, Recent sessions. If you were under 18, Recent sessions starts in the middle position instead: session confirmers only (see 4.3.1), not everyone. It is your switch from there.

(b) Off when you start: Show my full name (other members see your username until you turn it on), the WhatsApp button, and Show me on the network map.

(c) Because "My eFoil setups" is on when you start, your equipment and preferred setups are visible to any signed-in member — including members who hold a Brand Team, retail or repair role — until you turn that control off. Brand Team is an extra role on an ordinary member account, not a separate kind of account, and members who hold it see what any other signed-in member sees. There is no control that stops one signed-in member seeing what another signed-in member can see. Your Privacy screen also carries "Share with eFoil brands", which is off unless you turn it on. It does not change what anyone can see today; it records your permission for equipment-related features we may build for eFoil brands, and we will describe any such feature here before it uses your permission.

(d) "Recent sessions" has three positions: everyone, only session confirmers, or nobody. Session confirmers are the group described in 4.3.1, which includes riders as well as instructors and operators.

(e) Not a control: if you have the "ID checked" tick, it is shown on your profile with the month of the check, as 2.19.10 describes. There is no switch for it on the Privacy screen. If you withdraw your consent, it comes off (2.19.11).

4.3 With session confirmers.

4.3.1 Some members can confirm other riders' sessions. We call them session confirmers. They are EASI recognised operators, ID-confirmed instructors (see 2.13.1), and riders who have been made confirmers. The platform makes a rider a confirmer automatically once enough of their own sessions have been confirmed by enough different people, and EASI can also make a member a confirmer, or take that away, directly.

4.3.2 Anyone in that group can open any rider's session record, whether or not they were at that session and whether or not they have any connection to the rider. That is deliberate — it is how sessions get confirmed and rider levels get awarded — and it is wider than the group's name suggests, because of the automatic promotion in 4.3.1.

4.3.3 What they see when they open a session record: its title, date, the free-text location and its country (or state, province or region, as 2.4.1 describes), the duration, the conditions, the notes typed to be shared on it, the weather readings, and, where a GPS track was imported, the distance, top speed and moving time worked out from it, together with the list of riders and the notes recorded against each rider on that session.

4.3.4 What they do not see: the exact coordinates of the session. Those go only to the member who created the session and to a rider on it whose attendance is recorded as confirmed, as described in 4.3.6. Being in the group in 4.3.1 does not by itself show you the coordinates. If the account of the member who created the session is deleted, nobody sees them. The voice transcript of a WhatsApp-logged session goes only to the member who created it. Nobody sees the GPS track itself — it is stored, but nothing in the App displays it to anyone, including the rider who imported it.

4.3.5 The "Recent sessions" control described in 4.2(d) decides whether your sessions are listed on your public profile. It does not prevent someone in the group in 4.3.1 from opening a session record they reach another way.

4.3.6 Two other groups can open the same record. Anyone else who was on the session sees it as described in 4.3.3, including the notes recorded against each rider on it. A rider on the session also sees its exact coordinates while their attendance on it is recorded as confirmed. It is recorded as confirmed when they reply YES on WhatsApp to our question about whether they were there, or when the member who created the session, or an instructor on it, marks them as confirmed. Any other rider on it, such as one who was invited and has not answered, or who declined, sees the free-text location and its country (or state, province or region) but not the exact coordinates. EASI itself can open any session record.

4.4 When you message on WhatsApp — WhatsApp is operated by Meta, not by EASI. Any conversation you have there is also processed by Meta under its own terms and privacy policy, over which we have no control. If another member contacts you through the button on your profile, that conversation happens entirely on WhatsApp and we are not party to it and do not store it.

4.5 With Google and Apple — when a map loads, Google receives the data described in 2.9.2; when you save your regular eFoil spot we send what you typed to Google to convert it into coordinates and a country as described in 2.8.2; when a session has coordinates, Google receives them, and points around them at sea, to name its country and its state, province or region, as described in 2.4.1; when you type in one of the six place fields in 2.10, Google receives the characters you type and the place

you pick; and when you sign in with Google or Apple, a request goes to that provider to check your sign-in token, as described in 2.2.2. Two further requests go to Apple, and to nobody else. The first is at your first Apple sign-in — and again at a later sign-in if that exchange did not succeed — when we send Apple back the single-use code it gave us in exchange for the token described in 2.2.3. The second is at the end of the 30-day period in 6.3, when the account is actually deleted: we send that token to Apple with an instruction to revoke it, so the connection between your Apple ID and EASI is withdrawn. That request is made then, and not on the day you ask us to delete, because revoking it would stop an Apple Hide My Email address forwarding — and that is the address we would need to reach you at during the 30 days you can still change your mind. Nothing is ever sent to Google when an account is deleted. If you use the voice note in the App (2.20), your device's speech recognition, which on most devices is Apple's or Google's, handles the sound under its own terms. EASI sends it nothing for that, and the words reach us only when you press Fill in my session. Google's and Apple's own privacy policies govern how they use it.

4.6 With our service providers, who act as our processors and may use your data only to provide services to us:

(a) Our hosting and database platform, which runs the App's backend.

(b) Resend, which delivers our email. Anything we email you passes through it: the welcome email, password resets, email verification, the copy of your records when you ask for one, and the consent request we send a parent or guardian.

(c) Open-Meteo, which supplies the weather readings in 2.4.2. It receives a session's coordinates and the hour it happened. It receives nothing that identifies you — no name, no email address, no account.

(d) A push-notification service, which alerts us on a phone when something on our WhatsApp line needs a person. The alert carries the sender's phone number and the first line or so of their message.

(e) Microsoft, which runs our email, including the mailbox admin@easi.network. An email you send us, and an email we send you from that address, passes through it.

(f) Anthropic, whose AI service helps us draft the messages described in 2.18.4. For that it receives the business details in 2.18.2 that a message needs, and nothing from the App. We send it personal data, such as a person's name, only under Anthropic's commercial terms, under which it acts as our processor and may not use what we send to train its models.

(g) GitHub, which hosts the private repository in which we keep the records described in 2.18.

4.7 For legal and safety reasons — where reasonably necessary to comply with law or legal process, respond to lawful requests from authorities, protect the rights, property or safety of members, EASI or others, or detect and prevent fraud, abuse or security issues.

4.8 With other operators and instructors. A note is visible to the business or instructor that recorded it, and to EASI. EASI can mark a note to be shared across the scheme, and then every EASI recognised operator and every ID-confirmed instructor can read it. That decision is ours, not that of whoever wrote the note. A note is never shown to other riders.

4.9 With a parent or guardian. Where a rider is 13, 14 or 15, we email the address given for their parent or guardian, and that email names the rider. See 2.15.

4.10 If the business changes hands. If EASI Network Ltd is sold, merges, or transfers the scheme to another organisation, your data may transfer with it. We will tell you before it happens, and the new controller will be bound by this policy until it publishes its own.

4.11 With the operator that appointed you. If an operator appoints you as an instructor, that operator sees the appointment as described in 2.17.3. No other member does.

4.12 With Didit, if you check your ID. Didit runs the check described in 2.19 for us, as our processor, and our server reads the result from it. It is not listed in 4.6 because, for the few purposes of its own described in 2.19.12, it acts as a controller in its own right. Other members see only the tick and the month of the check (2.19.10).

## 5.0 Where Your Data Is Held

5.1 Our main database is hosted in Frankfurt, Germany, inside the European Union. Your account, your profile, your sessions, your equipment, the notes recorded about you, our record of any ID check you make (2.19.9), the sessions imported from a file together with the file itself and the contact details kept with it (9.8), and the words of a voice note you make in the App, for the hour we keep them (2.20.5), are held there.

5.2 Transfers from the EU to the United Kingdom are covered by the European Commission's adequacy decision for the UK, so no additional safeguard is required for them.

5.3 We also operate our own hardware in the Cayman Islands. This is where messages and voice notes sent to our WhatsApp line are received and transcribed, and where those message records are held. That hardware belongs to EASI Network Ltd — the same company that runs the App — and is not a third party's. The words of a voice note you make in the App are read there too (2.20.4), and they are not stored there.

5.4 Where personal data leaves our own systems, it goes to the recipients named in section 4, for the purposes described there.

5.5 If you want to know where a particular piece of information about you is held, ask us at the address in section 12 and we will tell you.

5.6 The records described in 2.18 are kept on our own hardware in the Cayman Islands, and in a private repository hosted for us by GitHub in the United States.

5.7 The ID check in 2.19 runs on Didit's systems in the European Union, which Didit hosts on Amazon Web Services. Didit also uses other service providers, for example for communications, security and fraud prevention, and its group includes a company in the United States. Didit says that where it, or one of those providers, processes any of the data outside the European Economic Area, it uses a recognised safeguard, such as the European Commission's standard contractual clauses with the UK addendum, or the UK's international data transfer agreement.

## 6.0 Storage, Security and Retention

6.1 We take appropriate technical and organisational measures to protect your data, including secure storage, controlled access, and platform-level security protections. No system is completely secure.

6.2 We retain personal data for the following periods:

(a) Account and profile data — while your account is active. If you delete your account, see 6.3.

(b) Session records and any rider level awarded to you — while your account is active. Sessions that other people also took part in, and rider levels, survive the deletion of your account: see 6.4.

(c) The WhatsApp message queue on our own hardware — the message as it arrived, any audio, the replies we sent, the conversation record and the queue's own event log — deleted after 90 days.

(d) A transcript that has become part of a session record — kept with that session record, on the same footing as (b). It is not on the 90-day clock in (c). The same is true of anything else from a WhatsApp message that we have copied into another record — a session, a note, feedback, or a request you made of us: that copy is kept under the line that covers that record, or until you ask us to erase it under 6.6.

(e) The photos and files you send us — kept while we need them to complete your session record, and erased when you ask us to under 6.6.

(f) Your regular eFoil spot (2.8) — the words you typed, the rounded coordinates derived from them, the name of the place Google matched and its state, province or region — kept while they are on your profile. Clearing the field removes them all, and they are deleted with your account.

(g) Our record of account events — sign-up, sign-in, password change, email verification, consent — kept while your account exists and deleted with it, apart from the single entry described at (i).

(h) A record that a number asked not to be contacted — kept for as long as we operate the WhatsApp line, because deleting it is the only way we could accidentally contact you again. You can ask us to erase it; we will explain that consequence first, and erase it if you still want us to.

(i) A record that an account was deleted, and when — kept as an audit entry. See 6.4.

(j) Notes an operator or instructor recorded about you — kept while your account is open. If you delete your account, the note itself and anything you told us in response to it are destroyed, and a marker is kept. See 6.4(c) for exactly what the marker contains.

(k) Reports and blocks — kept. Removing a block stops it applying but the record of it stays, and neither reports nor blocks are deleted when an account is deleted.

(l) Parental consent records — kept permanently, as described in 2.15.4.

(m) Records we are required by law to keep, such as accounting records — for the period the law requires, typically 6 years.

(n) The name and, where you gave one, the phone number of a co-rider who has no EASI account — kept in our invitation queue. It is held against the session and the number, not against your account, so deleting your account does not remove it. Sections 9.3 and 9.5 explain it and give the route to have it removed.

(o) Instructor appointments (2.17) — kept when an appointment ends, as the appointing operator's record of who taught for it and when, and deleted with your account. They are not deleted when the operator's account is deleted.

(p) The records described in 2.18 — the business details are kept while the business is active in eFoil and we run the network. A person's name, a personal email address or phone number, and our messages with you are deleted 24 months after our last contact with you, whichever of us

made it, or 24 months after we recorded them if we never made contact, unless you have joined EASI or asked us to keep in touch.

(q) A record that a business or a person asked us not to contact them — the address, number or name it applies to, and the date. Kept for as long as we contact businesses about EASI, because deleting it is the only way we could contact you again by mistake. You can ask us to erase it; we will explain that consequence first, and erase it if you still want us to.

(r) An ID check (2.19) — at Didit, the photo of your document, the selfie and the rest of the check data, including the data used to compare faces, are kept for one month after the check and then deleted automatically. Our own record of the check (2.19.9) is kept while your account is open, and deleted with your account or when you withdraw your consent.

(s) A file of past sessions that a member imports (9.6), kept as it was uploaded, and the record of each of its rows, including the names, email addresses and phone numbers in them — kept while the import stands. When the member who imported it removes it in the App, its sessions are taken out of the App, and in the same step the file, every name, email address and phone number that came from it, and the notes it put on those sessions are erased. We keep only a record that the import was made: when, and how many rows and sessions it had, with no names or contact details. When that member's account is deleted at the end of the 30 days in 6.3, the files they imported and every email address and phone number that came from them are erased. The sessions those files created stay, with the names the file gave for the people on them, because a session that anyone else is on, whether or not they are a member, is not deleted with the account that created it (6.4(a) and (m)). Anyone a file names can ask us to erase their details at any time: see 9.13.

(t) The words of a voice note you make in the App (2.20), and what was read from them — deleted from our main database one hour after you sent them, whether or not you saved the session, or, if our hardware is offline at that point, as soon as it is back. They are not kept on our own hardware. A session you save with Create Session is a session record, kept under (b).

6.3 Deleting your account. You can delete your account from within the App, or — without the App, and without reinstalling it — by asking us at https://easi.network/delete-account or by emailing admin@easi.network. Deletion starts a 30-day grace period, during which you can reactivate. After 30 days, an automated job permanently deletes your user record; your rider, instructor, operator, retail, service and brand profiles; your quiver and preferred setups; your roles and role applications; every instructor appointment held in your name at any operator, current or ended; the session confirmations you gave and received; your participation in sessions; any session you created that nobody else was on, with everything recorded on it; your course enrolments; our record of any ID check you made (2.19.9); your WhatsApp link codes and any queued WhatsApp messages addressed to you or to your number; and your event records apart from the single audit entry in 6.4(b).

6.4 What survives deletion, and why. These things are deliberately kept:

(a) Sessions that other people also took part in are not deleted, because they are also those riders' records. Your participation row and your name come off the session. What stays on it is the session as it was recorded — its title, the location typed on it, the coordinates and country (or state, province or region) recorded for it, the weather readings, the shared notes, and the internal id of the account that created it. If the session was logged by WhatsApp, its transcript stays on

the record too. If you created the session, then once your account is gone nothing in the App displays its coordinates or its transcript to anyone. If someone else created it, its coordinates and transcript remain visible as described in 4.3.4 and 4.3.6.

(b) A single audit entry recording that an account was deleted, when it was requested, and when it was completed. We keep this so we can demonstrate that we honoured your request.

(c) A marker of any note an operator or instructor recorded about you. The written note, and anything you told us in response to it, are destroyed. The marker keeps the category, the date, which operator business or instructor recorded it, a pseudonymous reference, and the internal id numbers that tie it to the deleted account and to the session. It carries no name and no email address, but those id numbers do link it to the other records listed in this section. It is deleted two years after your account is deleted. The marker is kept so that a record of damaged equipment or a safety concern cannot be erased simply by closing an account and opening a new one.

(d) The parental consent record described in 2.15.3, including the guardian's email address. It is the evidence that consent was given, and it has to outlive the account for that reason.

(e) If you accepted the EASI Operator Scheme Agreement (https://easi.network/operator-agreement) on behalf of a business, the record of that acceptance, including the exact wording you agreed to. It is the written evidence behind the scheme.

(f) Any rider level awarded to you, including the written basis for it, and any rider level you awarded to someone else, whether as an operator or as an instructor an operator appointed.

(g) Reports and blocks, as set out in 6.2(k).

(h) Any spot you added to the map, which carries the id of the account that added it.

(i) Anything the law separately requires us to keep, such as accounting records, for the period the law sets.

(j) Entries in another member's own activity log that record something they did concerning you: for example an operator or instructor recording a note about you or awarding you a rider level, or an operator appointing you as an instructor, or suspending or ending that appointment. Each entry carries your internal account id. It belongs to that member's account, so it is deleted with their account, not with yours.

(k) If you accepted the EASI Instructor Agreement (https://easi.network/instructor-agreement) when an operator appointed you as an instructor, the record of that acceptance: the exact wording you agreed to, the version, the operator and the tier it was accepted against, and any fee and term you were shown. It is the written evidence behind your listing, and it is not edited afterwards. The appointment itself is not kept — it is deleted with your account under 6.3 — but the appointing operator's own log entry of having made it is kept at (j), and a rider level you awarded is kept at (f). The acceptance record is not published to anyone outside EASI once your account is gone.

(l) Didit's copy of an ID check you made in the month before your account was deleted, until Didit deletes it at the end of that month (6.2(r)). Ask us and we will have Didit delete it sooner.

(m) Sessions created by a file you imported (9.6), with the names the file gave for the people on them: a session that anyone else is on, whether or not they are a member, is not deleted with your account, as (a) explains. The file itself, and the email addresses and phone numbers from it, are erased (6.2(s)).

6.5 A note recorded about someone who was not an EASI member at the time is held against the session it happened on, rather than against an account. Deleting an account does not reach one of those. If that applies to you, email us at the address in section 12 and we will deal with it.

6.6 Our WhatsApp line is separate from your app account. Deleting your account in the App removes your account and your records in the App, but it does not by itself clear the messages, voice notes and transcripts held on our WhatsApp hardware. To erase those, message us "delete my data" on WhatsApp or email the address in section 12, and we will erase everything associated with your phone number.

## 7.0 Your Rights

7.1 Under UK GDPR you have the right to:

(a) be informed about how we use your data — this policy

(b) access the personal data we hold about you

(c) rectify inaccurate or incomplete data

(d) erasure of your data ("the right to be forgotten")

(e) restrict our processing in certain circumstances

(f) data portability — receive your data in a structured, commonly used, machine-readable format

(g) object to processing based on legitimate interests, and to direct marketing at any time

(h) withdraw consent at any time where we rely on it

(i) not be subject to solely automated decision-making with legal or similarly significant effects

7.2 We do not carry out automated decision-making or profiling that produces legal or similarly significant effects. Five steps are automated and we would rather say so: transcribing a voice note, which only turns your own words into text for your own records and can be corrected by a person; reading that transcript with a language model running on the same hardware, which pulls out the date, the place, the kit and who was there so a session record can be drafted from it, and reading the words of a voice note in the App the same way, to fill in the Log a Session form for you to check and save yourself (2.20); the promotion described in 4.3.1, where a rider becomes a session confirmer once enough of their own sessions have been confirmed by enough different people; linking a session imported from a file to a member whose email address or phone number matches one in the file (9.9, 9.10), which adds the session to their records and nothing else; and the ID check in 2.19, which happens only if you choose it, where Didit's software decides whether a check passes and our server compares the dates of birth. A check that Didit's software cannot decide is decided by a person at EASI (2.19.7). A check that does not pass changes nothing else about your account, and if you think one got it wrong, tell us at the address in section 12.

7.3 To exercise any right, email admin@easi.network. We respond within one month, as UK GDPR requires. Exercising your rights is free. "Request my data" in the App, under My Account, sends you an immediate reply covering the notes held about you in full and a summary of the rest, and you can ask

us for a complete export by replying to it. That button can be used once every 24 hours; email us if you need something sooner.

7.4 To stop us contacting you on WhatsApp, reply STOP to any message from us, or email us. We will add your number to a suppression list and you will not hear from us again.

7.5 You have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority, at any time:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

ico.org.uk — 0303 123 1113

We would appreciate the chance to address your concern first, but you are not required to contact us before complaining.

7.6 Information other people record about you. Section 2.13 covers notes recorded about you by an operator or instructor, and section 2.4.3 covers notes recorded against you on a session. That information came from someone other than you, so we tell you the categories of it we hold without waiting to be asked — which is what those sections do. You have the same rights over it as over everything else in this policy: you can ask for a copy, ask us to correct it, have your own response recorded on it, object to it, or complain. Section 9, from 9.6, covers sessions that a member has imported from a file that names you.

7.7 If we hold your business contact details (2.18), you can object at any time, and we will stop. Reply "unsubscribe" to any email from us, tell us in any words, or email admin@easi.network. We add you to our do-not-contact list, normally within one business day of reading your message, and we will not contact you again. You can also ask what we hold about you, or ask us to erase it; 6.2(q) explains the one record we keep so that we do not contact you again by mistake.

## 8.0 Cookies

8.1 This section is about this website. The App does not use cookies and contains no analytics of any kind — see 2.12.4.

8.2 This website uses cookies necessary for it to work, and analytics cookies to understand how the site is used.

8.3 Non-essential cookies are set only with your consent, given through the cookie banner. You may decline. You can clear or block cookies through your browser settings at any time.

8.4 Our contact form uses Google reCAPTCHA to prevent automated abuse. Google's privacy policy and terms apply to that service.

9.0 Other People Mentioned in Your Sessions, and Sessions Imported from a File

9.1 If you name another rider or an instructor when logging a session, we record that they took part.

9.2 If that person has an EASI account, the session appears in their records too.

9.3 If they do not have an account, we store the name you gave and, where you gave one, their phone number, so that the session record is complete and so that we can invite them to EASI. The number sits in our outbound queue. EASI is not sending those invitations yet. The operator or instructor who

logged the session can invite them directly, from that business's own WhatsApp or email, using the number or address you gave; an invitation sent that way comes from the operator, not from us. Nothing removes the entry on its own — see 6.2(n) and 9.5.

9.4 An EASI recognised operator or an ID-confirmed instructor can also record a note (2.13) about a person who is not a member. It is held against that person's name on the session rather than against an account.

9.5 If you have been named in someone else's session, or a note has been recorded about you and you have no EASI account, email us at the address in section 12. We will tell you what we hold about you and remove it if it should not be there.

9.6 Importing past sessions from a file. A member of EASI, whether a rider, an instructor or an operator, can add past sessions in bulk from a file. They can do it in the App, from the Riding tab of My Account, or by emailing the file to admin@easi.network, in which case we run the same import under that member's account once they have seen and approved a preview of what it will write. Nothing is written until the member approves that preview. The file usually comes from the member's own records, such as a booking system, a waiver or check-in system, a diary, a GPS app, or photos and videos, so it can name the people the member rode with or taught, and the businesses they rode with. A file emailed to us passes through our mailbox (4.6(e)) and is used only to run that import.

9.7 What a file can hold. For each person on each session, a row of the file can hold:

(a) the person's name;

(b) their email address, their phone number, or both;

(c) the session: its date and time with the time-zone offset, the place and, if the file gives them, its coordinates, the type of session, how long it lasted, and details such as the number of riders and boards, the board used, the distance and the conditions;

(d) the business the session was with: its name, the name of the person who runs it, and its phone number, email address and website;

(e) whether the person agreed to be contacted by email: yes, no, or not known;

(f) notes.

Anything in a file that has no column of its own is kept in the session's shared notes (2.4.1), which the people described in 4.3 can read. Where a booking file records the time booked rather than the time on the water, the operator can give us its rule for how long its riders are really on the water, and we apply that rule to set each person's minutes. The session's notes say when that has been done. The business details in (d) are kept with the import, like the rest of the row, and are not added to the records described in 2.18.

9.8 Where your details go, and who sees them. Your name goes on the session, where it is seen as any rider's name on a session is (4.3). Your email address and phone number are not put on the session. They are kept with the import, in a record that is not shown to other members. The member who imported the file sees them only for the people the file says agreed to be contacted, and for the business the session was with, so that they can choose to invite them (9.11). If they do, the number or address is also recorded on the session, as it is for a co-rider added by hand (9.3). The file itself is kept with the import, as it was uploaded, and the App does not show it to anyone, including the member who imported it. All of it is held in our main database (5.1).

9.9 If you are already an EASI member. If an email address or phone number in the file matches the one on your account, the session is linked to your account, and the App asks you to confirm that you were there. Where one email address or phone number is given for several people in a file, as in a family booking, only the person whose name matches the member's name is linked, so that a parent's account is not given their children's sessions.

9.10 If you join EASI later. If you join after a member has imported a file that names you, its sessions are linked to your account once you prove that an email address or phone number in the file is yours: by confirming your email address from the link we send you, confirming a change of email address, signing in with Google or Apple at that address, or proving your WhatsApp number in the App. The rule for shared contacts in 9.9 applies in the same way. An email address you have typed but not confirmed links nothing.

9.11 Invitations. Being named in a file never makes us contact you. The member who imported it can choose to invite a person, but only where the file says that person agreed to be contacted, or where the person is the business the session was with. EASI sends no email for such an invitation: an email address is only recorded, so that the sessions reach the person if they join with it (9.10). A phone number joins the WhatsApp queue described in 9.3, which EASI is not sending yet. If we ever do contact you about a file that named you, our first message will say where your details came from and how to have them removed.

9.12 What the member who imports a file must do. A member may import only sessions they ran or took part in, may give us only the details of the people who rode or taught on those sessions with them, and must be entitled to give us those details. They must also leave out anything about a person's health. Our Terms of Use say so (clause 5.6). The member who imported a file can remove the whole import in the App in one step: every session it created, and every rider it added to an earlier session, is taken out of the App. 6.2(s) says what we keep after that.

9.13 Your rights, if a file named you. You have the same rights over these details as over everything else in this policy (section 7). If you think a member has imported a session that names you, email us at the address in section 12. We will tell you what we hold about you and which member's file it came from, and, if you ask, we will erase your contact details, take your name off the session, or unlink from your account a session that is not yours. You can also object to us holding your details at all, and we will stop unless we have compelling legitimate grounds that override your interests.

## 10.0 Your Responsibilities

10.1 You are responsible for keeping your login details secure, for the accuracy of information you provide, and for choosing what you share with others in your profile, your sessions, and anything you choose to display publicly. If you import a file of past sessions, you are also responsible for being entitled to give us the details of the people it names (9.12).

## 11.0 Children and Young People

11.1 The minimum age for EASI is 13. Nobody under 13 may use the App, and we refuse an account for anyone who tells us they are younger.

11.2 How we check. During setup we ask for your date of birth, and everything below follows from it. That date is typed in by you. To decide whether you can use EASI, and whether a parent or guardian must consent, we do not check it against a document, and we do not receive an age signal from your

device or from an app store. It is a self-declared date of birth and nothing else. Once you have saved it, it is fixed: the App will not accept a different date. If yours is wrong, tell us at the address in section 12 and we will correct it once we have checked the request. If you are 18 or over and choose to check your ID (2.19), the date of birth on your document is compared with the one you gave us, and the "ID checked" tick is given only if they match. That comparison does not change the date of birth on your account.

11.3 Riders aged 13, 14 or 15 need the consent of a parent or guardian before the account can be used. We ask for a parent or guardian's email address, we email them, and they confirm. Until they do, the account is held at a consent screen: sessions cannot be logged, roles cannot be applied for, and the account does not appear on the public parts of the App. What we collect from the guardian, and how long we keep it, is in 2.15 and 6.2(l).

11.4 Riders aged 16 and 17 use EASI on their own account. There is no consent step and they have the same App as an adult, with two differences. Their "Recent sessions" control starts at the middle position, session confirmers only, rather than "everyone", and they can change it at any time on the Privacy screen. And they cannot check their ID (2.19), which is only for riders aged 18 or over.

11.5 If the date of birth you give us shows you are under 13, we refuse to complete setup and no date of birth is stored. The name and email address given at sign-up, before the date of birth was asked for, stay on our system until we remove them. Tell us at the address in section 12 and we will delete them.

11.6 If you believe a child under 13 has an account, contact us and we will delete it.

## 12.0 Changes and Contact

12.1 We may update this policy. Where changes are material we will notify you in the App or by other reasonable means, and you may be asked to accept the update to continue using the App.

12.2 This policy is governed by the law of England and Wales.

12.3 For any question about this policy, or to exercise a right:

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