

WEBSITE TERMS OF USE

1. Introduction

1.1 These Terms of Use apply to the entire contents of the Website and contain important information explaining your rights to access and use the Website. The Website is operated by Berties Photography.

1.2 Please read these Terms of Use carefully before using the Website. You should pay particular attention to the "Disclaimer of liability" section as this excludes or limits our legal liability in connection with your use of the Website. By accessing or using the Website and or placing an order through the Website, you agree to be legally bound by these terms and conditions. If you do not wish to be bound by these terms and conditions then you may not use the Website. If you breach any of these Terms of Use, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2. Changes to Terms of Use

2.1 We may make changes to these Terms of Use at any time without notice by updating these pages. You agree to review this section of the Website periodically to determine whether the Terms of Use have been changed. Your access to or use of the Website (or any part of it) at any time shall constitute your agreement to the latest published version of the Terms of Use. If you do not agree to any change to the Terms of Use then you must immediately stop using the Website.

2.2 Certain provisions of these Terms of Use may be amended or superseded by legal notices or terms located on particular pages of the Website or on materials that are downloadable from the Website.

3. Using the Website

3.1 This Website is a place for you to find out more about us.

Unless otherwise specified all content and materials published on the Website are presented solely for your private, personal and non-commercial use.

3.2 The information and products shown on the Website are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. If accessing the Website or using of any material or content on the Website infringes any applicable law in your jurisdiction(s), you are not authorized to access or use the Website and you must exit immediately.

3.3 We reserve the right to terminate your access to the Website at any time without notice.

4. Modifications to Website

We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of the Website or the content or services available through it, including your access to the Website, with or without notice to you. Unless explicitly stated to the contrary, any new features including new content, will be subject to these Terms of Use. You confirm that we will not be liable to you or any third party for any changes to or permanent or temporary withdrawal of the Website.

5. Information you provide to us

5.1 The following applies to any information you provide to us through the Website, which may include your name, address, telephone number and email address.

- We may use this information to respond to your enquiries.
- We may provide you with information about goods or services, events and other promotions we feel may interest you. We will contact you by email for these purposes only with your consent, if this was given at the time you provided us with the personal data
- We may use this information as necessary for certain legitimate business interests, which include the following:
 - * to administer our Website, to better understand how visitors interact with our Website and ensure that our Website is presented in the most effective manner for you and for your computer/device.
 - * to conduct analytics to inform our marketing strategy and enable us to enhance and personalise the experience we offer to our members and our communications, including by creating customer or member profiles to enable personalised direct marketing communications.
 - * to provide postal communications which we think will be of interest to you.
 - * if you ask us to delete your data or to be removed from our marketing lists and we are required to fulfill your request, to keep basic data to identify you and prevent further unwanted processing.

* to (a) comply with legal obligations, (b) respond to requests from competent authorities; (c) protect our operations or those of any of our affiliated businesses; (d) protect our rights, safety or property, and/or that of our affiliated businesses, you or others; and (e) enforcing or defending legal rights, or preventing damage.

5.2 We share your personal data with selected third parties who act on our behalf to support our operations, such as IT suppliers and contractors (e.g. data hosting providers or delivery partners) as necessary to provide IT support and web analytics providers. Pursuant to our instructions, these parties may access, process or store your personal data in the course of performing their duties to us and solely in order to perform the services we have hired them to provide. The key suppliers we use for this purpose are: Microsoft, 17Hats, PicTime, Stripe and Fundy.

5.3 When you consent to receive marketing communications, we will keep your data until you unsubscribe. Upon expiry of the applicable retention period we will securely destroy your personal data in accordance with applicable laws and regulations.

5.4 Certain applicable data protection laws give you specific rights in relation to your personal data. In particular, if the processing of your personal data is subject to the GDPR, you have the following rights in relation to your personal data:

(a) **Right of access:** If you ask us, we will confirm whether we are processing your personal data and, if so, provide you with a copy of that personal data along with certain other details such as the purpose of the data processing. If you require additional copies, we may need to charge a reasonable fee.

(b) **Right to rectification:** If your personal data is inaccurate or incomplete, you are entitled to ask that we correct or complete it. If we shared your personal data with others, we will tell them about the correction where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your personal data so you can contact them directly.

(c) **Right to erasure:** You may ask us to delete or remove your personal data, such as where our legal basis for the processing is your consent and you withdraw consent. If we shared your data with others, we will tell them about the erasure where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your personal data with so you can contact them directly. We may continue processing personal data where this is necessary for a legitimate interest in doing so.

(d) **Right to restrict processing:** You may ask us to restrict or 'block' the processing of your personal data in certain circumstances, such as where you contest the accuracy of the personal data or object to us processing it. We will tell you before we lift any restriction on processing. If we shared your personal data with others, we will tell them about the restriction where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your personal data so you can contact them directly.

(e) **Right to data portability:** You have the right to obtain your personal data from us that you consented to give us or that was provided to us as necessary in connection with our contract with you. We will provide you with your personal data in a structured, commonly used and machine-readable format. You may reuse it elsewhere.

(f) **Right to object:** You may ask us at any time to stop processing your personal data, and we will do so:

(i) If we are relying on a legitimate interest to process your personal data -- unless we demonstrate compelling legitimate grounds for the processing or

(ii) If we are processing your personal data for direct marketing.

(g) **Right to withdraw consent:** If we rely on your consent to process your personal data, you have the right to withdraw that consent at any time. This will not affect the lawfulness of processing of your data before we received notice that you wished to withdraw your consent.

(h) **Right to lodge a complaint with the data protection authority:** If you have a concern about our privacy practices, including the way we handled your personal data, you can report it to the UK data protection authority (the Information Commissioner's Office or ICO) <https://ico.org.uk/make-a-complaint/>

5.5 If you wish to exercise any of these rights please contact us as described in section 5.6. below. We may also need to ask you for further information to verify your identity before we can respond to any request.

5.6 Questions, comments or requests regarding the above should be addressed to Justine Burton

6. Misuse of Website

6.1 You may use the Website for lawful purposes only. You must not misuse the Website, including, without limitation, by introducing viruses, Trojans, worms,

logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, interfere with damage or disrupt the Website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the provision of the Website; or any equipment, software or website owned or used by a third party. You must not attack the Website via a denial-of-service attack.

6.2 Without prejudice to our other rights or remedies, we reserve the right to take legal proceedings against you for reimbursement of all costs or losses (on an indemnity basis) resulting from your breach of this section of the Terms of Use, and to disclose such information to law enforcement agencies as we reasonably believe is necessary.

7. Copyright

7.1 The contents of the Website are protected by international copyright laws and other intellectual property rights. All intellectual property rights in the contents of the Website (including, without limitation, all text, graphics, logos, names, artwork, photographs and videos) are owned by us or our licensors. All product and company names and logos mentioned on the Website are the trade marks, service marks or trading names of their respective owners. All rights are reserved.

7.2 You may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent.

7.3 Any commercial use or exploitation of the Website or its content is strictly prohibited.

8. Linked websites

8.1 Where the Website contains links to third party websites and resources, these links are provided for your information only. We have not reviewed these websites and are not responsible for their availability, accuracy or content or for any loss or damage that may arise out of your use of them. When you access any other Website you understand that it is independent from us and that we have no control over the content or availability of that website. Access to third party websites is entirely at your own risk. You should read any terms and conditions applying to the use of any third party website that you visit and address any complaints or queries relating to such websites to the operator of that website. Please be aware that a link to any other website does not mean

that we endorse or approve of or accept any responsibility for the content, or the use of, such a website.

8.2 You may not use any part of the Website on any other website or link any other website to the Website without our prior written permission.

9. Disclaimer of liability

9.1 All content, materials and information on the Website are provided on an "as is" basis and "as available" basis, for information purposes only and without any conditions, warranties or other terms of any kind. You assume total responsibility and risk for your use of the Website and use of all information contained within it.

9.2 We undertake no obligation to update the Website or to correct any inaccuracies which may become apparent, but reserve the right to do so without notice to you.

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

10. Applicable Law

10.1 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of England and Wales. You irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute regarding these Terms of Use and any and all dealings between us and you.

10.2 The Website has been approved for access in the United Kingdom. We do not warrant or otherwise represent that the Website, use of the Website or these Terms of Use (in whole or in part) are in compliance with laws or available for use in locations outside this territory. If you choose to access the Website from locations outside this territory, you do so at your own initiative and are responsible for compliance with local laws.

11. Replacement

These terms and conditions replace all other terms and conditions previously applicable to the use of the Website.