

## WEBSITE TERMS & CONDITIONS

### 1. GENERAL TERMS

These terms and conditions (the "Terms") are the terms on which this website [www.catherinestolarski.com](http://www.catherinestolarski.com) (the "Website") is made available to you ("You"/"Your").

Any products or services which we make available to You on or via the Website are subject to additional terms and conditions which will be notified to You when You access the relevant parts of the Website or the sites to which it links.

We are Catherine Stolarski Design a registered sole trader in England and Wales. (collectively "We"/ "Us"/"Our"). If You have any questions, complaints or comments on this Website then You may contact Us on here.

### 2. COPYRIGHT / LICENCE

Your use of the Website and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and its contents.

You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Website or the computer codes of elements comprising the Website other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

Any use other than that permitted under this clause 2 may only be undertaken with Our prior express authorisation.

### 3. LINKS TO AND FROM OTHER WEBSITES

You may establish links to the Website provided:

- You do not remove or obscure the copyright notice or other notices on the Website;
- You give us notice of such link by sending an e-mail message to us; and
- You immediately stop providing links to the Website if notified by Us.

We may provide links to third party websites from time to time. These links are provided for Your ease of reference and convenience only. We do not control such third-party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators.

You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not be liable to You in respect of any loss or damage which You may suffer by using those websites. You agree that You will not involve Us in any dispute between You and the third party.

### 4. YOUR USE OF THE WEBSITE

You agree that in using the Website You will not:

- use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal activity;
- use the Website for any purpose other than Your personal use.

We reserve the right to suspend, restrict or terminate Your access to this Website at any time without notice at Our discretion if we have reasonable grounds to believe You have breached any of the restrictions above.

### 5. YOUR LEGAL OBLIGATION

You confirm that:

- all information and details provided by You to Us (including on sign up form) are true, accurate and up to date in all respects and at all times (note that You can update or correct Your personal details at any time by emailing us);
- You will comply with the restrictions on Your use of the Website as set out in clause 4 and as set out elsewhere in these Terms; and
- in relation to any material submitted to or posted on the Website You have the right to do so and have obtained all necessary licences and or approvals.

You agree to compensate Us from any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Website including any breach or suspected breach of these Terms or Your violation of any law or the rights of a third party.

## 6. OUR LEGAL OBLIGATION

Nothing in these Terms and Conditions shall exclude or limit Our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or the negligence by Us, Our employees or agents.

We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Website and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features.

Whilst We use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the information on the Website itself will be free from errors or omissions.

Access to the Website may be suspended temporarily atnd without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.

We do not warrant that the Website will be available uninterrupted and in a fully operating condition.

## 7. SECURITY AND PRIVACY

If You enrol in our mailing list, we will only use your data for the purpose of maintaining and operating our mailing list to provide you with information and updates.

You can terminate your registration to the mailing list at any time by emailing Us and requesting to be removed from the mailing list.

We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching clause 4 or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which We may be required by law to disclose information about You or Your use of the Website.

## 8. CHANGE OF THESE TERMS

We are constantly looking for new ways to improve this Website. We therefore reserve the right to amend these Terms at any time. All such changes will take effect once they have been posted on the Website and You will be deemed to have accepted any such changes by Your use of the Website from such time.

## 9. SEVERANCE

If any provision of these Terms is found by a court or a regulator to be invalid or unenforceable the other provisions shall continue to apply.

## 10. GOVERNING LAW AND JURISDICTION

In the event of any dispute between You and Us concerning these Terms, the laws of England and Wales will apply. If You wish to take court proceedings against Us You must do so within England and Wales. the interest for late payment, legal and beneficial ownership shall remain with Catherine Stolarski Design.

If you have any questions or complaints regarding the Website, you can contact Us.

## PRIVACY POLICY

### 1. HOW WE COLLECT YOUR PERSONAL DATA

We use different methods to collect data from and about you including through:

a) Direct interactions. You may give us your Identity, Contact by filling in forms or by corresponding with us by post, phone, email or otherwise and includes circumstances in which you:

- I. apply for our products or services;
- II. subscribe to our service or newsletter;
- III. Share your business card or online profile with us;
- IV. request marketing to be sent to you;
- V. give us some feedback.

b) Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy for further details.

c) Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources as set out below:

- Technical Data from analytics providers such as Google based outside the EU.
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

### 2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

a) Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

b) Contact Data includes billing address, delivery address, email address and telephone numbers.

c) Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

d) Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.

e) Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to interact with or access this website.

f) Profile Data includes your membership identification number, purchases or orders made by you, your interests, preferences, feedback and survey responses.

g) Usage Data includes information about how you use our website, products and services.

h) We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any sensitive personal information.

### 3. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

a) Where we need to perform the contract we are about to enter into or have entered into with you

b) Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

c) Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data:

a) Promotional offers from us - We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think may be of interest to you. You will receive marketing communications from us if you have requested information from us or placed a request with us or purchased services from us, in each case, you have not opted out of receiving that marketing.

b) Third-party marketing - We will get your express opt-in consent before we share your personal data with any company outside Catherine Stolarski Design for marketing purposes.

c) Opting out - You can ask us or third parties to stop sending you marketing messages at any time by contacting us. Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase.

d) If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## 4. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 5. DATA RETENTION

How long will you use my personal data for?

•We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

•To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

•By law we have to keep basic information about our clients (including Contact, Identity, Financial and Transaction Data) for six years after they cease being clients for tax purposes.

•In some circumstances you can ask us to delete your data: see Request erasure below for further information.

•In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 6. YOUR LEGAL RIGHT

Under certain circumstances, you have rights under data protection laws in relation to your personal data. You have the right to:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us.

No fee usually required You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

Time limit to respond We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

What we may need from you We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## 7. COOKIES

Cookies help us to improve your experience of our website. For example, they allow us to:

• Provide certain functionality such as the ability to adjust the size of the text, and to change the colour of the text and the background, to suit your preferences.

- Share video content with you.
- Monitor how our website is being used so that we can keep improving it.
- There is also a cookie which enables us to administer the website and make changes to the content.

By visiting our website, some cookies will already have been stored on your computer. However, you can remove these and you can also change your browser settings to prevent them from being placed on your computer in future. For more information about this, please visit: [www.allaboutcookies.org](http://www.allaboutcookies.org).

The resolution of any dispute shall be governed by the Laws of England.