

# Privacy Policy

## **WE'VE GOT IT COVERED.**

### **What we collect**

We may collect the following information:

Non personal data used for website traffic analysis and monitoring.

What we do with the information we gather.

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

### **Internal record keeping.**

We may use the information to improve our products and services.

We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

### **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your

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computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to [address].

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.

Terms and Conditions of Use Agreement below.

PLEASE READ THE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS

# Condition of Use

SITE. We maintain this web site as a service to our customers, and by using our site you are agreeing to comply with and be bound by the following terms of use. Please review the following terms and conditions carefully, and check them periodically for changes. If you do not agree to the terms and conditions, you should not review information or obtain goods, services or products from this site.

**1. Acceptance of Agreement.** You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time and from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

**2. Copyright.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, registered trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

**3. Fraud:** By contacting us, you confirm that the information provided in this form is true and that you agree to abide by the Terms and Conditions of use of this site.

**4. Limited Right to Use.** The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution).

**5. Editing, Deleting and Modification.** We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site, including this Agreement, without further notice to users of the Site.

**6. Indemnification.** You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and

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expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

**7. Nontransferable.** Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable and may only be used by you.

**8. Disclaimer.** The information from or through the site are provided "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The information and services may contain bugs, errors, problems or other limitations. We and our affiliated parties have no liability whatsoever for your use of any information or service. In particular, but not as a limitation, we and our affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation of damages set forth above are fundamental elements of the basis of the bargain between us. This site and the information would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the site shall create any warranty, representation or guarantee not expressly stated in this agreement.

**9. Limits.** All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. We will not be liable to you for any incidental, special or consequential damages of any kind that may result from use of or inability to use our site. Our maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services or information.

**10. Use of Information.** We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

**11. Privacy Policy.** Our Privacy Policy as it may change from time to time, is a part of this Agreement.

**12. Securities Laws.** This Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives, that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Site, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends" and similar expressions are intended to identify forward-looking statements designed

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to fall within securities law safe harbors for forward-looking statements. The Site and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.

**13. Links to Other Web Sites.** The Site contains links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

**14. Submissions.** All suggestions, ideas, notes, concepts and other information you may from time to time send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.

**15. Applicable Law.** Terms and Conditions will be governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts of England and Wales in the event of any claim or dispute in connection with the Terms and Conditions. Nothing in the Terms and Conditions will be construed as creating a partnership, joint venture or agency relationship between either party. Any failure or delay by Photoworks in exercising its rights under any provisions of the Terms and Conditions will not be construed as a waiver of those rights. The Terms and Conditions do not create or confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999 (as may be amended or replaced). The Terms and Conditions are personal to the user of this site and will not be assigned or otherwise transferred in whole or in part by the user. If any part of the Terms and Conditions is proven to be invalid, unenforceable or illegal, the other provisions will remain in force. The Terms and Conditions, including any Additional Terms, supersede all prior agreements and understandings between the parties concerning its subject matter and constitutes the entire agreement between the parties.