

## Subscription Gifts – Privacy Policy & Disclaimer

Welcome to Subscription Gifts. Please read this policy carefully. It applies between you, the user of this Website and us, Subscription Gifts, the owners and providers of this Website. This policy applies to our use of any and all Data collected by us in relation to your use of the Website and sets out how we will treat your personal information. By using our Website, you accept this policy in full. If you disagree with any part of this policy, you must not use our Website.

In this policy the following terms shall have the following meanings:

**“Cookie”** means a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in Clause 3;

**“Data”** means collectively all information that you submit to us via the Website. This shall, where applicable, incorporate the definitions provided in the Data Protection Act 1998;

**“UK and EU Cookie Law”** means the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, 2015 and 2016;

**“User/You/Your”** means any party that accesses the Website that is not employed by us and acting in the course of their employment; and

**“We/Us/Our”** means Subscription Gifts, of PO Box 1455, Northampton, NN2 1EA;

**“Website”** means the website that you are currently using ([www.subscriptiongiftstore.co.uk](http://www.subscriptiongiftstore.co.uk)) and any sub-domains of this site unless expressly excluded by their own terms.

**1. Scope of this Policy:** This policy applies only to our actions and the actions of any Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media or third party websites.

**2. What information do we collect?** We may collect, store and use the following kinds of personal information:

- information about your computer and about your visits to and use of this Website (including your IP address, geographical location, browser type & version, operating system, length of visit, page views and navigation);
- information relating to any transactions carried out between you and us on or in relation to this Website, including information relating to any subscription gifts you purchase;
- any other information that you choose to send to us; and
- any other information that we may receive.

**3. Cookies:** A cookie consists of information sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.

We use Cookies to enable us to provide the best possible experience and service to you. You can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third party cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser. You can choose to delete Cookies at any time, however, you may lose any information that enables you to access the Website more quickly and efficiently, such as personalisation settings.

It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

We use Google Analytics to analyse the use of this Website. Google Analytics generates statistical and other information about Website use by means of cookies, which are stored on users' computers. The information generated relating to our Website is used to create reports about the use of the Website. Google will store this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.

**4. Using your personal information:** Personal information submitted to us via this Website will be used for the purposes specified in this policy or on relevant parts of the Website. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see clause 7 below.

We may use your personal information to:

- administer the Website;
- improve your browsing experience by personalising the Website;
- process orders purchased by you from the Website;
- send statements and invoices to you;
- send you general (non-marketing) commercial communications;
- send you email notifications which you have specifically requested;
- send to you our newsletter and marketing communications relating to our business which we think may be of interest to you by post, email or similar technology (you can inform us at any time if you no longer require marketing communications);
- provide third parties with statistical information about our users, but this information will not be used to identify any individual user; and
- deal with enquiries and complaints made by or about you relating to the Website.

Wherever you are required to submit Data, you will be given options to

restrict our use of that Data. We will not provide your personal information to any third parties (except the service provider), without your express consent.

All our Website financial transactions are handled via a third party online payment gateway provider, such as PayPal. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to this payment gateway's terms and conditions. A separate contractual relationship will then be created between you and the payment gateway provider.

**5. Disclosures:** We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this policy.

In addition, we may disclose your personal information:

- to the extent that we are required to do so by law;
- in connection with any legal proceedings or prospective legal proceedings;
- in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention);
- to the purchaser (or prospective purchaser) of any business or asset which we are (or are contemplating) selling; and
- to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this policy (and our Terms and Conditions for Customers of ours), we will not provide your information to third parties.

**6. International data transfers:** Any information that may be collected, stored and processed in the UK or worldwide will be subject to and in accordance with this policy. Information which you provide may be transferred to countries which do not have data protection laws equivalent to those in force in the European Economic Area.

In addition, personal information that you submit for publication on the Website or on social media will be published on the internet and may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

You expressly agree to such transfers of personal information.

**7. Security of your personal information:** We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. We will store all personal information you provide on our secure (password and firewall protected) servers.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping passwords and any other user details confidential. We will not ask you for your password or user details and accept no liability should you disclose your password or any other user details to a third party.

**8. Accessing your own Data:** You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to:

- our right to charge an administration fee (currently fixed at £25.00); and
- the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We may withhold such personal information to the extent permitted by law.

**9. Third party websites:** The Website will contain links to other websites. We have no control over such websites and are not responsible for the content, policies or practices of third party websites. Users are advised to read the privacy policy or statement of other websites prior to using them.

**10. Changes of Business Ownership and Control:** We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of the business. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was originally supplied to us.

In the event that any Data is to be transferred in such a manner, you will be contacted and informed of the changes.

**11. Intellectual property rights:** Unless otherwise stated, we, or our affiliates, own the intellectual property rights in the Website and material on the Website. Subject to any licence granted in accordance with our Website Terms of Use, all these intellectual property rights are reserved.

**12. Variation:** We may update this policy from time-to-time by posting a new version on our Website. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the policy on your first use of the Website following the alterations.

**13. Entire agreement:** This policy, together with our Terms and Conditions and Website Terms of Use, constitutes the entire agreement between you and us in relation to your use of our Website, and supersedes all previous agreements in respect of your use of this Website.

**14. Law and jurisdiction:** This policy will be governed by and construed in accordance with the laws of England and Wales, and any disputes relating to this policy will be subject to the exclusive jurisdiction of the courts of England and Wales.