

St. Helens Photo Studio - General Terms and Conditions

Amended April 25, 2018

Introduction

The **EU General Data Protection Regulation (“GDPR”)** comes into force across the European Union on 25th May 2018 and brings with it the most significant changes to data protection law in two decades. Based on privacy by design and taking a risk-based approach, the GDPR has been designed to meet the requirements of the digital age.

The 21st Century brings with it broader use of technology, new definitions of what constitutes personal data, and a vast increase in cross-border processing. The new Regulation aims to standardise data protection laws and processing across the EU; affording individuals stronger, more consistent rights to access and control their personal information.

Our Commitment

St. Helens Photo Studio (*‘we’ or ‘us’ or ‘our’*) are committed to ensuring the security and protection of the personal information that we process, and to provide a compliant and consistent approach to data protection. We have always had a robust and effective data protection program in place which complies with existing law and abides by the data protection principles. However, we recognise our obligations in updating and expanding this program to meet the demands of the GDPR and the **Data Protection Act 1998**.

St. Helens Photo Studio are dedicated to safeguarding the personal information under our remit and in developing a data protection regime that is effective, fit for purpose and demonstrates an understanding of, and appreciation for the new Regulation. Our preparation and objectives for GDPR compliance have been summarised in this statement and include the development and implementation of new data protection roles, policies, procedures, controls and measures to ensure maximum and ongoing compliance.

How We are Preparing for the GDPR

St. Helens Photo Studio already have a consistent level of data protection and security across our organisation, however it is our aim to be fully compliant with the GDPR by **25th May 2018**. ***Our preparation includes:*** -

- ***Information Audit*** - carrying out a company-wide information audit to identify and assess what personal information we hold, where it comes from, how and why it is processed and if and to whom it is disclosed.
- ***Policies & Procedures*** – We are in the process of revising and implementing new data protection policies and procedures to meet the requirements and standards of the GDPR and any relevant data protection laws, including: -
 - ***Data Protection*** – our main policy and procedure document for data protection has been overhauled to meet the standards and requirements of the GDPR. Accountability and governance measures are in place to ensure

that we understand and adequately disseminate and evidence our obligations and responsibilities; with a dedicated focus on privacy by design and the rights of individuals.

- **Data Retention & Erasure** – we have updated our retention policy and schedule to ensure that we meet the ‘*data minimisation*’ and ‘*storage limitation*’ principles and that personal information is stored, archived and destroyed compliantly and ethically. We have dedicated erasure procedures in place to meet the new ‘*Right to Erasure*’ obligation and are aware of when this and other data subject’s rights apply; along with any exemptions, response timeframes and notification responsibilities.
- **Data Breaches** – our breach procedures ensure that we have safeguards and measures in place to identify, assess, investigate and report any personal data breach at the earliest possible time. Our procedures are robust and have been disseminated to all employees, making them aware of the reporting lines and steps to follow. Access is limited to only Argha Dutta and it is only he who has access to any information systems within St. Helens Photo Studio
- **International Data Transfers & Third-Party Disclosures** – where **St. Helens Photo Studio** stores or transfers personal information outside the EU, we have robust procedures and safeguarding measures in place to secure, encrypt and maintain the integrity of the data. Our procedures include a continual review of the countries with sufficient adequacy decisions, as well as provisions for binding corporate rules; standard data protection clauses or approved codes of conduct for those countries without. We carry out strict due diligence checks with all recipients of personal data to assess and verify that they have appropriate safeguards in place to protect the information, ensure enforceable data subject rights and have effective legal remedies for data subjects where applicable.
- **Subject Access Request (SAR)** – we have revised our SAR procedures to accommodate the revised 30-day timeframe for providing the requested information and for making this provision free of charge. Our new procedures detail how to verify the data subject, what steps to take for processing an access request, what exemptions apply and a suite of response templates to ensure that communications with data subjects are compliant, consistent and adequate.
- **Legal Basis for Processing** - we are reviewing all processing activities to identify the legal basis for processing and ensuring that each basis is appropriate for the activity it relates to. Where applicable, we also maintain records of our processing activities, ensuring that our obligations under Article 30 of the GDPR and Schedule 1 of the Data Protection Bill are met.
- **Privacy Notice/Policy** – we have revised our Privacy Notice(s) to comply with the GDPR, ensuring that all individuals whose personal information we process have been informed of why we need it, how it is used, what their rights are, who the information is disclosed to and what safeguarding measures are in place to protect their information.
- **Obtaining Consent** - we have revised our consent mechanisms for obtaining personal data, ensuring that individuals understand what they are providing, why and how we use it and giving clear, defined ways to consent to us processing their information.

We have developed stringent processes for recording consent, making sure that we can evidence an affirmative opt-in, along with time and date records; and an easy to see and access way to withdraw consent at any time.

- **Direct Marketing** - we have revised the wording and processes for direct marketing, including clear opt-in mechanisms for marketing subscriptions; a clear notice and method for opting out and providing unsubscribe features on all subsequent marketing materials. These are provided within the Constant Contact software we utilize for our email marketing. We have been informed that there is an 'opt in' option within the software giving customers complete control over how we make contact with them. Personal data is solely held on Constant Contact's email lists and we do not hold any data with ourselves as standalone.
- **Data Protection Impact Assessments (DPIA)** – where we process personal information that is considered high risk, involves large scale processing or includes special category/criminal conviction data; we have developed stringent procedures and assessment templates for carrying out impact assessments that comply fully with the GDPR's Article 35 requirements. We have implemented documentation processes that record each assessment, allow us to rate the risk posed by the processing activity and implement mitigating measures to reduce the risk posed to the data subject(s).
- **Processor Agreements** – where we use any third-party to process personal information on our behalf, we have drafted compliant Processor Agreements and due diligence procedures for ensuring that they (*as well as we*), meet and understand their/our GDPR obligations. These measures include initial and ongoing reviews of the service provided, the necessity of the processing activity, the technical and organisational measures in place and compliance with the GDPR.
- **Special Categories Data** - where we obtain and process any special category information, we do so in complete compliance with the Article 9 requirements and have high-level encryptions and protections on all such data. Special category data is only processed where necessary and is only processed where we have first identified the appropriate Article 9(2) basis or the Data Protection Bill Schedule 1 condition. Where we rely on consent for processing, this is explicit and is verified by a signature, with the right to modify or remove consent being clearly signposted.

Data Subject Rights

In addition to the policies and procedures mentioned above that ensure individuals can enforce their data protection rights, we provide easy to access information via www.sthelensphotostudio.com of an individual's right to access any personal information that **St. Helens Photo Studio** processes about them and to request information about: -

- What personal data we hold about them
- The purposes of the processing
- The categories of personal data concerned
- The recipients to whom the personal data has/will be disclosed
- How long we intend to store your personal data for
- If we did not collect the data directly from them, information about the source

- The right to have incomplete or inaccurate data about them corrected or completed and the process for requesting this
- The right to request erasure of personal data (*where applicable*) or to restrict processing in accordance with data protection laws, as well as to object to any direct marketing from us and to be informed about any automated decision-making that we use
- The right to lodge a complaint or seek judicial remedy and who to contact in such instances

Information Security & Technical and Organisational Measures

St. Helens Photo Studio takes the privacy and security of individuals and their personal information very seriously and take every reasonable measure and precaution to protect and secure the personal data that we process. We have robust information security policies and procedures in place to protect personal information from unauthorised access, alteration, disclosure or destruction and have several layers of security measures, including: -

- Use of a unique password containing various alphanumeric characters and upper case and lower case letters
- Encrypted app access for order fulfilment and payment systems utilizing Paypal's additional security for secure payment
- Email authentication to access the imagine app
- All biometric data is held on our contact management software Constant Contact lists which contain options to opt in and opt out.
- Data provided via email for the purposes of enquiry are held for the sole purposes of answering questions about services and will never be used for general marketing purposes
- Customers are given the opportunity to opt in to receive marketing material and should they choose not to be contacted despite providing personal data, this will be honoured as per their wish.
- Children's biometric data is not held on our systems for obvious reasons. However we sometimes are asked to take passport and visa photos. These are held for a period of 30 days and then deleted unless otherwise requested by the customer (as in the case of customers who require multiple visas. Names and other sensitive information which could be used to identify person or persons within a photo are not held except for purposes of folder and job naming with date for editing.
- Portrait and wedding photos are held for a period of 2 years maximum and then deleted. Permission will be requested in order for images to be featured on the website but under a generic name e.g. *Wedding Photography St. Helens Photo Studio* for the purposes of web content or blog material
- If and when requested all photographic images which could be used to recognize an individual or group as a true likeness will be deleted including raw files if applicable.

Privacy Policy

We are very delighted that you have shown interest in our enterprise. Data protection is of a particularly high priority for the management of St. Helens Photo Studio. The use of the Internet pages of St. Helens Photo Studio is possible without any indication of personal data; however, if a data subject wants to use special enterprise services via our website, processing of personal data could become necessary. If the processing of personal data is necessary and there is no statutory basis for such processing, we generally obtain consent from the data subject.

The processing of personal data, such as the name, address, e-mail address, or telephone number of a data subject shall always be in line with the General Data Protection Regulation (GDPR), and in accordance with the country-specific data protection regulations applicable to St. Helens Photo Studio. By means of this data protection declaration, our enterprise would like to inform the general public of the nature, scope, and purpose of the personal data we collect, use and process. Furthermore, data subjects are informed, by means of this data protection declaration, of the rights to which they are entitled.

As the controller, St. Helens Photo Studio has implemented numerous technical and organizational measures to ensure the most complete protection of personal data processed through this website. However, Internet-based data transmissions may in principle have security gaps, so absolute protection may not be guaranteed. For this reason, every data subject is free to transfer personal data to us via alternative means, e.g. by telephone.

1. Definitions

The data protection declaration of the St. Helens Photo Studio is based on the terms used by the European legislator for the adoption of the General Data Protection Regulation (GDPR). Our data protection declaration should be legible and understandable for the general public, as well as our customers and business partners. To ensure this, we would like to first explain the terminology used.

In this data protection declaration, we use, inter alia, the following terms:

- **a) Personal data**

Personal data means any information relating to an identified or identifiable natural person (“data subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- **b) Data subject**

Data subject is any identified or identifiable natural person, whose personal data is processed by the controller responsible for the processing.

- **c) Processing**

Processing is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- **d) Restriction of processing**

Restriction of processing is the marking of stored personal data with the aim of limiting their processing in the future.

- **e) Profiling**

Profiling means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

- **f) Pseudonymisation**

Pseudonymisation is the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

- **g) Controller or controller responsible for the processing**

Controller or controller responsible for the processing is the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

- **h) Processor**

Processor is a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

- **i) Recipient**

Recipient is a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry

in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing.

- **j) Third party**

Third party is a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

- **k) Consent**

Consent of the data subject is any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

2. Name and Address of the controller

Controller for the purposes of the General Data Protection Regulation (GDPR), other data protection laws applicable in Member states of the European Union and other provisions related to data protection is:

St. Helens Photo Studio

60 Westfield Street

WA10 1QJ St. Helens

United Kingdom

Phone: 01744 610108

Email: info@sthelensphotostudio.com

Website: www.sthelensphotostudio.com

3. Collection of general data and information

The website of St. Helens Photo Studio collects a series of general data and information when a data subject or automated system calls up the website. This general data and information are stored in the server log files. Collected may be

(1) the browser types and versions used,

(2) the operating system used by the accessing system,

(3) the website from which an accessing system reaches our website (so-called referrers),

- (4) the sub-websites,
- (5) the date and time of access to the Internet site,
- (6) an Internet protocol address (IP address),
- (7) the Internet service provider of the accessing system, and
- (8) any other similar data and information that may be used in the event of attacks on our information technology systems.

When using these general data and information, the St. Helens Photo Studio does not draw any conclusions about the data subject. Rather, this information is needed to (1) deliver the content of our website correctly, (2) optimize the content of our website as well as its advertisement, (3) ensure the long-term viability of our information technology systems and website technology, and (4) provide law enforcement authorities with the information necessary for criminal prosecution in case of a cyber-attack. Therefore, the St. Helens Photo Studio analyzes anonymously collected data and information statistically, with the aim of increasing the data protection and data security of our enterprise, and to ensure an optimal level of protection for the personal data we process. The anonymous data of the server log files are stored separately from all personal data provided by a data subject.

4. Registration on our website

The data subject has the possibility to register on the website of the controller with the indication of personal data. Which personal data are transmitted to the controller is determined by the respective input mask used for the registration. The personal data entered by the data subject are collected and stored exclusively for internal use by the controller, and for his own purposes. The controller may request transfer to one or more processors (e.g. a parcel service) that also uses personal data for an internal purpose which is attributable to the controller.

By registering on the website of the controller, the IP address—assigned by the Internet service provider (ISP) and used by the data subject—date, and time of the registration are also stored. The storage of this data takes place against the background that this is the only way to prevent the misuse of our services, and, if necessary, to make it possible to investigate committed offenses. Insofar, the storage of this data is necessary to secure the controller. This data is not passed on to third parties unless there is a statutory obligation to pass on the data, or if the transfer serves the aim of criminal prosecution.

The registration of the data subject, with the voluntary indication of personal data, is intended to enable the controller to offer the data subject contents or services that may only be offered to registered users due to the nature of the matter in question. Registered persons are free to change the personal data specified during the registration at any time, or to have them completely deleted from the data stock of the controller.

The data controller shall, at any time, provide information upon request to each data subject as to what personal data are stored about the data subject. In addition, the data

controller shall correct or erase personal data at the request or indication of the data subject, insofar as there are no statutory storage obligations. The entirety of the controller's employees are available to the data subject in this respect as contact persons.

5. Subscription to our newsletters

On the website of the St. Helens Photo Studio, users are given the opportunity to subscribe to our enterprise's newsletter. The input mask used for this purpose determines what personal data are transmitted, as well as when the newsletter is ordered from the controller.

St. Helens Photo Studio informs its customers and business partners regularly by means of a newsletter about enterprise offers. The enterprise's newsletter may only be received by the data subject if (1) the data subject has a valid e-mail address and (2) the data subject registers for the newsletter shipping. A confirmation e-mail will be sent to the e-mail address registered by a data subject for the first time for newsletter shipping, for legal reasons, in the double opt-in procedure. This confirmation e-mail is used to prove whether the owner of the e-mail address as the data subject is authorized to receive the newsletter.

During the registration for the newsletter, we also store the IP address of the computer system assigned by the Internet service provider (ISP) and used by the data subject at the time of the registration, as well as the date and time of the registration. The collection of this data is necessary in order to understand the (possible) misuse of the e-mail address of a data subject at a later date, and it therefore serves the aim of the legal protection of the controller.

The personal data collected as part of a registration for the newsletter will only be used to send our newsletter. In addition, subscribers to the newsletter may be informed by e-mail, as long as this is necessary for the operation of the newsletter service or a registration in question, as this could be the case in the event of modifications to the newsletter offer, or in the event of a change in technical circumstances. There will be no transfer of personal data collected by the newsletter service to third parties. The subscription to our newsletter may be terminated by the data subject at any time. The consent to the storage of personal data, which the data subject has given for shipping the newsletter, may be revoked at any time. For the purpose of revocation of consent, a corresponding link is found in each newsletter. It is also possible to unsubscribe from the newsletter at any time directly on the website of the controller, or to communicate this to the controller in a different way.

6. Newsletter-Tracking

The newsletter of St. Helens Photo Studio contains so-called tracking pixels. A tracking pixel is a miniature graphic embedded in such e-mails, which are sent in HTML format to enable log file recording and analysis. This allows a statistical analysis of the success or failure of online marketing campaigns. Based on the embedded tracking pixel, St. Helens Photo Studio may see if and when an e-mail was opened by a data subject, and which links in the e-mail were called up by data subjects.

Such personal data collected in the tracking pixels contained in the newsletters are stored and analyzed by the controller in order to optimize the shipping of the newsletter, as well as to adapt the content of future newsletters even better to the interests of the data subject. These personal data will not be passed on to third parties. Data subjects are at any time entitled to revoke the respective separate declaration of consent issued by means of the double-opt-in procedure. After a revocation, these personal data will be deleted by the controller. The St. Helens Photo Studio automatically regards a withdrawal from the receipt of the newsletter as a revocation.

7. Comments function in the blog on the website

St. Helens Photo Studio offers users the possibility to leave individual comments on individual blog contributions on a blog, which is on the website of the controller. A blog is a web-based, publicly-accessible portal, through which one or more people called bloggers or web-bloggers may post articles or write down thoughts in so-called blogposts. Blogposts may usually be commented by third parties.

If a data subject leaves a comment on the blog published on this website, the comments made by the data subject are also stored and published, as well as information on the date of the commentary and on the user's (pseudonym) chosen by the data subject. In addition, the IP address assigned by the Internet service provider (ISP) to the data subject is also logged. This storage of the IP address takes place for security reasons, and in case the data subject violates the rights of third parties, or posts illegal content through a given comment. The storage of these personal data is, therefore, in the own interest of the data controller, so that he can exculpate in the event of an infringement. This collected personal data will not be passed to third parties, unless such a transfer is required by law or serves the aim of the defense of the data controller.

8. Subscription to comments in the blog on the website

The comments made in the blog of St. Helens Photo Studio may be subscribed to by third parties. In particular, there is the possibility that a commenter subscribes to the comments following his comments on a particular blog post.

If a data subject decides to subscribe to the option, the controller will send an automatic confirmation e-mail to check the double opt-in procedure as to whether the owner of the specified e-mail address decided in favor of this option. The option to subscribe to comments may be terminated at any time.

9. Routine erasure and blocking of personal data

The data controller shall process and store the personal data of the data subject only for the period necessary to achieve the purpose of storage, or as far as this is granted by the European legislator or other legislators in laws or regulations to which the controller is subject to.

If the storage purpose is not applicable, or if a storage period prescribed by the European legislator or another competent legislator expires, the personal data are routinely blocked or erased in accordance with legal requirements.

10. Rights of the data subject

- **a) Right of confirmation**

Each data subject shall have the right granted by the European legislator to obtain from the controller the confirmation as to whether or not personal data concerning him or her are being processed. If a data subject wishes to avail himself of this right of confirmation, he or she may, at any time, contact any employee of the controller.

- **b) Right of access**

Each data subject shall have the right granted by the European legislator to obtain from the controller free information about his or her personal data stored at any time and a copy of this information. Furthermore, the European directives and regulations grant the data subject access to the following information:

- the purposes of the processing;
- the categories of personal data concerned;
- the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
- where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- the existence of the right to request from the controller rectification or erasure of personal data, or restriction of processing of personal data concerning the data subject, or to object to such processing;
- the existence of the right to lodge a complaint with a supervisory authority;
- where the personal data are not collected from the data subject, any available information as to their source;
- the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and envisaged consequences of such processing for the data subject.

Furthermore, the data subject shall have a right to obtain information as to whether personal data are transferred to a third country or to an international organisation. Where this is the case, the data subject shall have the right to be informed of the appropriate safeguards relating to the transfer.

If a data subject wishes to avail himself of this right of access, he or she may, at any time, contact any employee of the controller.

- **c) Right to rectification**

Each data subject shall have the right granted by the European legislator to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

If a data subject wishes to exercise this right to rectification, he or she may, at any time, contact any employee of the controller.

- **d) Right to erasure (Right to be forgotten)**

Each data subject shall have the right granted by the European legislator to obtain from the controller the erasure of personal data concerning him or her without undue delay, and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies, as long as the processing is not necessary:

- The personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed.
- The data subject withdraws consent to which the processing is based according to point (a) of Article 6(1) of the GDPR, or point (a) of Article 9(2) of the GDPR, and where there is no other legal ground for the processing.
- The data subject objects to the processing pursuant to Article 21(1) of the GDPR and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing pursuant to Article 21(2) of the GDPR.
- The personal data have been unlawfully processed.
- The personal data must be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject.
- The personal data have been collected in relation to the offer of information society services referred to in Article 8(1) of the GDPR.

If one of the aforementioned reasons applies, and a data subject wishes to request the erasure of personal data stored by the St. Helens Photo Studio, he or she may, at any time, contact any employee of the controller. An employee of St. Helens Photo Studio shall promptly ensure that the erasure request is complied with immediately.

Where the controller has made personal data public and is obliged pursuant to Article 17(1) to erase the personal data, the controller, taking account of available technology and the cost of implementation, shall take reasonable steps, including technical measures, to inform other controllers processing the personal data that the data subject has requested erasure by such controllers of any links to, or copy or replication of, those personal data, as far as processing is not required. An employees of the St. Helens Photo Studio will arrange the necessary measures in individual cases.

- **e) Right of restriction of processing**

Each data subject shall have the right granted by the European legislator to obtain from the controller restriction of processing where one of the following applies:

- The accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data.
- The processing is unlawful and the data subject opposes the erasure of the personal data and requests instead the restriction of their use instead.
- The controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims.
- The data subject has objected to processing pursuant to Article 21(1) of the GDPR pending the verification whether the legitimate grounds of the controller override those of the data subject.

If one of the aforementioned conditions is met, and a data subject wishes to request the restriction of the processing of personal data stored by the St. Helens Photo Studio, he or she may at any time contact any employee of the controller. The employee of the St. Helens Photo Studio will arrange the restriction of the processing.

- **f) Right to data portability**

Each data subject shall have the right granted by the European legislator, to receive the personal data concerning him or her, which was provided to a controller, in a structured, commonly used and machine-readable format. He or she shall have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, as long as the processing is based on consent pursuant to point (a) of Article 6(1) of the GDPR or point (a) of Article 9(2) of the GDPR, or on a contract pursuant to point (b) of Article 6(1) of the GDPR, and the processing is carried out by automated means, as long as the processing is not necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

Furthermore, in exercising his or her right to data portability pursuant to Article 20(1) of the GDPR, the data subject shall have the right to have personal data transmitted directly from one controller to another, where technically feasible and when doing so does not adversely affect the rights and freedoms of others.

In order to assert the right to data portability, the data subject may at any time contact any employee of the St. Helens Photo Studio.

- **g) Right to object**

Each data subject shall have the right granted by the European legislator to object, on grounds relating to his or her particular situation, at any time, to processing of

personal data concerning him or her, which is based on point (e) or (f) of Article 6(1) of the GDPR. This also applies to profiling based on these provisions.

The St. Helens Photo Studio shall no longer process the personal data in the event of the objection, unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the establishment, exercise or defence of legal claims.

If the St. Helens Photo Studio processes personal data for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing. This applies to profiling to the extent that it is related to such direct marketing. If the data subject objects to the St. Helens Photo Studio to the processing for direct marketing purposes, the St. Helens Photo Studio will no longer process the personal data for these purposes.

In addition, the data subject has the right, on grounds relating to his or her particular situation, to object to processing of personal data concerning him or her by the St. Helens Photo Studio for scientific or historical research purposes, or for statistical purposes pursuant to Article 89(1) of the GDPR, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

In order to exercise the right to object, the data subject may contact any employee of the St. Helens Photo Studio. In addition, the data subject is free in the context of the use of information society services, and notwithstanding Directive 2002/58/EC, to use his or her right to object by automated means using technical specifications.

- **h) Automated individual decision-making, including profiling**

Each data subject shall have the right granted by the European legislator not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her, or similarly significantly affects him or her, as long as the decision (1) is not necessary for entering into, or the performance of, a contract between the data subject and a data controller, or (2) is not authorised by Union or Member State law to which the controller is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, or (3) is not based on the data subject's explicit consent.

If the decision (1) is necessary for entering into, or the performance of, a contract between the data subject and a data controller, or (2) it is based on the data subject's explicit consent, the St. Helens Photo Studio shall implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and contest the decision.

If the data subject wishes to exercise the rights concerning automated individual decision-making, he or she may, at any time, contact any employee of the St. Helens Photo Studio.

- **i) Right to withdraw data protection consent**

Each data subject shall have the right granted by the European legislator to withdraw his or her consent to processing of his or her personal data at any time.

If the data subject wishes to exercise the right to withdraw the consent, he or she may, at any time, contact any employee of the St. Helens Photo Studio.

11. Data protection provisions about the application and use of Facebook

On this website, the controller has integrated components of the enterprise Facebook. Facebook is a social network.

A social network is a place for social meetings on the Internet, an online community, which usually allows users to communicate with each other and interact in a virtual space. A social network may serve as a platform for the exchange of opinions and experiences, or enable the Internet community to provide personal or business-related information. Facebook allows social network users to include the creation of private profiles, upload photos, and network through friend requests.

The operating company of Facebook is Facebook, Inc., 1 Hacker Way, Menlo Park, CA 94025, United States. If a person lives outside of the United States or Canada, the controller is the Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland.

With each call-up to one of the individual pages of this Internet website, which is operated by the controller and into which a Facebook component (Facebook plug-ins) was integrated, the web browser on the information technology system of the data subject is automatically prompted to download display of the corresponding Facebook component from Facebook through the Facebook component. An overview of all the Facebook Plug-ins may be accessed under <https://developers.facebook.com/docs/plugins/>. During the course of this technical procedure, Facebook is made aware of what specific sub-site of our website was visited by the data subject.

If the data subject is logged in at the same time on Facebook, Facebook detects with every call-up to our website by the data subject—and for the entire duration of their stay on our Internet site—which specific sub-site of our Internet page was visited by the data subject. This information is collected through the Facebook component and associated with the respective Facebook account of the data subject. If the data subject clicks on one of the Facebook buttons integrated into our website, e.g. the "Like" button, or if the data subject submits a comment, then Facebook matches this information with the personal Facebook user account of the data subject and stores the personal data.

Facebook always receives, through the Facebook component, information about a visit to our website by the data subject, whenever the data subject is logged in at the same time on

Facebook during the time of the call-up to our website. This occurs regardless of whether the data subject clicks on the Facebook component or not. If such a transmission of information to Facebook is not desirable for the data subject, then he or she may prevent this by logging off from their Facebook account before a call-up to our website is made.

The data protection guideline published by Facebook, which is available at <https://facebook.com/about/privacy/>, provides information about the collection, processing and use of personal data by Facebook. In addition, it is explained there what setting options Facebook offers to protect the privacy of the data subject. In addition, different configuration options are made available to allow the elimination of data transmission to Facebook. These applications may be used by the data subject to eliminate a data transmission to Facebook.

12. Data protection provisions about the application and use of Google Analytics (with anonymization function)

On this website, the controller has integrated the component of Google Analytics (with the anonymizer function). Google Analytics is a web analytics service. Web analytics is the collection, gathering, and analysis of data about the behavior of visitors to websites. A web analysis service collects, inter alia, data about the website from which a person has come (the so-called referrer), which sub-pages were visited, or how often and for what duration a sub-page was viewed. Web analytics are mainly used for the optimization of a website and in order to carry out a cost-benefit analysis of Internet advertising.

The operator of the Google Analytics component is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, United States.

For the web analytics through Google Analytics the controller uses the application "_gat._anonymizeIp". By means of this application the IP address of the Internet connection of the data subject is abridged by Google and anonymised when accessing our websites from a Member State of the European Union or another Contracting State to the Agreement on the European Economic Area.

The purpose of the Google Analytics component is to analyze the traffic on our website. Google uses the collected data and information, inter alia, to evaluate the use of our website and to provide online reports, which show the activities on our websites, and to provide other services concerning the use of our Internet site for us.

Google Analytics places a cookie on the information technology system of the data subject. The definition of cookies is explained above. With the setting of the cookie, Google is enabled to analyze the use of our website. With each call-up to one of the individual pages of this Internet site, which is operated by the controller and into which a Google Analytics component was integrated, the Internet browser on the information technology system of the data subject will automatically submit data through the Google Analytics component for the purpose of online advertising and the settlement of commissions to Google. During the course of this technical procedure, the enterprise Google gains knowledge of personal information, such as the IP address of the data subject, which serves Google, inter alia, to

understand the origin of visitors and clicks, and subsequently create commission settlements.

The cookie is used to store personal information, such as the access time, the location from which the access was made, and the frequency of visits of our website by the data subject. With each visit to our Internet site, such personal data, including the IP address of the Internet access used by the data subject, will be transmitted to Google in the United States of America. These personal data are stored by Google in the United States of America. Google may pass these personal data collected through the technical procedure to third parties.

The data subject may, as stated above, prevent the setting of cookies through our website at any time by means of a corresponding adjustment of the web browser used and thus permanently deny the setting of cookies. Such an adjustment to the Internet browser used would also prevent Google Analytics from setting a cookie on the information technology system of the data subject. In addition, cookies already in use by Google Analytics may be deleted at any time via a web browser or other software programs.

In addition, the data subject has the possibility of objecting to a collection of data that are generated by Google Analytics, which is related to the use of this website, as well as the processing of this data by Google and the chance to preclude any such. For this purpose, the data subject must download a browser add-on under the link <https://tools.google.com/dlpage/gaoptout> and install it. This browser add-on tells Google Analytics through a JavaScript, that any data and information about the visits of Internet pages may not be transmitted to Google Analytics. The installation of the browser add-ons is considered an objection by Google. If the information technology system of the data subject is later deleted, formatted, or newly installed, then the data subject must reinstall the browser add-ons to disable Google Analytics. If the browser add-on was uninstalled by the data subject or any other person who is attributable to their sphere of competence, or is disabled, it is possible to execute the reinstallation or reactivation of the browser add-ons.

Further information and the applicable data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/> and under <http://www.google.com/analytics/terms/us.html>. Google Analytics is further explained under the following Link <https://www.google.com/analytics/>.

13. Data protection provisions about the application and use of Google+

On this website, the controller has integrated the Google+ button as a component. Google+ is a so-called social network. A social network is a social meeting place on the Internet, an online community, which usually allows users to communicate with each other and interact in a virtual space. A social network may serve as a platform for the exchange of opinions and experiences, or enable the Internet community to provide personal or business-related information. Google+ allows users of the social network to include the creation of private profiles, upload photos and network through friend requests.

The operating company of Google+ is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, UNITED STATES.

With each call-up to one of the individual pages of this website, which is operated by the controller and on which a Google+ button has been integrated, the Internet browser on the information technology system of the data subject automatically downloads a display of the corresponding Google+ button of Google through the respective Google+ button component. During the course of this technical procedure, Google is made aware of what specific sub-page of our website was visited by the data subject. More detailed information about Google+ is available under <https://developers.google.com/+/>.

If the data subject is logged in at the same time to Google+, Google recognizes with each call-up to our website by the data subject and for the entire duration of his or her stay on our Internet site, which specific sub-pages of our Internet page were visited by the data subject. This information is collected through the Google+ button and Google matches this with the respective Google+ account associated with the data subject.

If the data subject clicks on the Google+ button integrated on our website and thus gives a Google+ 1 recommendation, then Google assigns this information to the personal Google+ user account of the data subject and stores the personal data. Google stores the Google+ 1 recommendation of the data subject, making it publicly available in accordance with the terms and conditions accepted by the data subject in this regard. Subsequently, a Google+ 1 recommendation given by the data subject on this website together with other personal data, such as the Google+ account name used by the data subject and the stored photo, is stored and processed on other Google services, such as search-engine results of the Google search engine, the Google account of the data subject or in other places, e.g. on Internet pages, or in relation to advertisements. Google is also able to link the visit to this website with other personal data stored on Google. Google further records this personal information with the purpose of improving or optimizing the various Google services.

Through the Google+ button, Google receives information that the data subject visited our website, if the data subject at the time of the call-up to our website is logged in to Google+. This occurs regardless of whether the data subject clicks or doesn't click on the Google+ button.

If the data subject does not wish to transmit personal data to Google, he or she may prevent such transmission by logging out of his Google+ account before calling up our website.

Further information and the data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/>. More references from Google about the Google+ 1 button may be obtained under <https://developers.google.com/+/web/buttons-policy>.

14. Data protection provisions about the application and use of Google-AdWords

On this website, the controller has integrated Google AdWords. Google AdWords is a service for Internet advertising that allows the advertiser to place ads in Google search engine

results and the Google advertising network. Google AdWords allows an advertiser to pre-define specific keywords with the help of which an ad on Google's search results only then displayed, when the user utilizes the search engine to retrieve a keyword-relevant search result. In the Google Advertising Network, the ads are distributed on relevant web pages using an automatic algorithm, taking into account the previously defined keywords.

The operating company of Google AdWords is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, UNITED STATES.

The purpose of Google AdWords is the promotion of our website by the inclusion of relevant advertising on the websites of third parties and in the search engine results of the search engine Google and an insertion of third-party advertising on our website.

If a data subject reaches our website via a Google ad, a conversion cookie is filed on the information technology system of the data subject through Google. The definition of cookies is explained above. A conversion cookie loses its validity after 30 days and is not used to identify the data subject. If the cookie has not expired, the conversion cookie is used to check whether certain sub-pages, e.g. the shopping cart from an online shop system, were called up on our website. Through the conversion cookie, both Google and the controller can understand whether a person who reached an AdWords ad on our website generated sales, that is, executed or canceled a sale of goods.

The data and information collected through the use of the conversion cookie is used by Google to create visit statistics for our website. These visit statistics are used in order to determine the total number of users who have been served through AdWords ads to ascertain the success or failure of each AdWords ad and to optimize our AdWords ads in the future. Neither our company nor other Google AdWords advertisers receive information from Google that could identify the data subject.

The conversion cookie stores personal information, e.g. the Internet pages visited by the data subject. Each time we visit our Internet pages, personal data, including the IP address of the Internet access used by the data subject, is transmitted to Google in the United States of America. These personal data are stored by Google in the United States of America. Google may pass these personal data collected through the technical procedure to third parties.

The data subject may, at any time, prevent the setting of cookies by our website, as stated above, by means of a corresponding setting of the Internet browser used and thus permanently deny the setting of cookies. Such a setting of the Internet browser used would also prevent Google from placing a conversion cookie on the information technology system of the data subject. In addition, a cookie set by Google AdWords may be deleted at any time via the Internet browser or other software programs.

The data subject has a possibility of objecting to the interest based advertisement of Google. Therefore, the data subject must access from each of the browsers in use the link www.google.de/settings/ads and set the desired settings.

Further information and the applicable data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/>.

15. Data protection provisions about the application and use of Instagram

On this website, the controller has integrated components of the service Instagram. Instagram is a service that may be qualified as an audiovisual platform, which allows users to share photos and videos, as well as disseminate such data in other social networks.

The operating company of the services offered by Instagram is Instagram LLC, 1 Hacker Way, Building 14 First Floor, Menlo Park, CA, UNITED STATES.

With each call-up to one of the individual pages of this Internet site, which is operated by the controller and on which an Instagram component (Insta button) was integrated, the Internet browser on the information technology system of the data subject is automatically prompted to the download of a display of the corresponding Instagram component of Instagram. During the course of this technical procedure, Instagram becomes aware of what specific sub-page of our website was visited by the data subject.

If the data subject is logged in at the same time on Instagram, Instagram detects with every call-up to our website by the data subject—and for the entire duration of their stay on our Internet site—which specific sub-page of our Internet page was visited by the data subject. This information is collected through the Instagram component and is associated with the respective Instagram account of the data subject. If the data subject clicks on one of the Instagram buttons integrated on our website, then Instagram matches this information with the personal Instagram user account of the data subject and stores the personal data.

Instagram receives information via the Instagram component that the data subject has visited our website provided that the data subject is logged in at Instagram at the time of the call to our website. This occurs regardless of whether the person clicks on the Instagram button or not. If such a transmission of information to Instagram is not desirable for the data subject, then he or she can prevent this by logging off from their Instagram account before a call-up to our website is made.

Further information and the applicable data protection provisions of Instagram may be retrieved under <https://help.instagram.com/155833707900388> and <https://www.instagram.com/about/legal/privacy/>.

16. Data protection provisions about the application and use of LinkedIn

The controller has integrated components of the LinkedIn Corporation on this website. LinkedIn is a web-based social network that enables users with existing business contacts to connect and to make new business contacts. Over 400 million registered people in more than 200 countries use LinkedIn. Thus, LinkedIn is currently the largest platform for business contacts and one of the most visited websites in the world.

The operating company of LinkedIn is LinkedIn Corporation, 2029 Stierlin Court Mountain View, CA 94043, UNITED STATES. For privacy matters outside of the UNITED STATES

LinkedIn Ireland, Privacy Policy Issues, Wilton Plaza, Wilton Place, Dublin 2, Ireland, is responsible.

With each call-up to one of the individual pages of this Internet site, which is operated by the controller and on which a LinkedIn component (LinkedIn plug-in) was integrated, the Internet browser on the information technology system of the data subject is automatically prompted to the download of a display of the corresponding LinkedIn component of LinkedIn. Further information about the LinkedIn plug-in may be accessed under <https://developer.linkedin.com/plugins>. During the course of this technical procedure, LinkedIn gains knowledge of what specific sub-page of our website was visited by the data subject.

If the data subject is logged in at the same time on LinkedIn, LinkedIn detects with every call-up to our website by the data subject—and for the entire duration of their stay on our Internet site—which specific sub-page of our Internet page was visited by the data subject. This information is collected through the LinkedIn component and associated with the respective LinkedIn account of the data subject. If the data subject clicks on one of the LinkedIn buttons integrated on our website, then LinkedIn assigns this information to the personal LinkedIn user account of the data subject and stores the personal data.

LinkedIn receives information via the LinkedIn component that the data subject has visited our website, provided that the data subject is logged in at LinkedIn at the time of the call-up to our website. This occurs regardless of whether the person clicks on the LinkedIn button or not. If such a transmission of information to LinkedIn is not desirable for the data subject, then he or she may prevent this by logging off from their LinkedIn account before a call-up to our website is made.

LinkedIn provides under <https://www.linkedin.com/psettings/guest-controls> the possibility to unsubscribe from e-mail messages, SMS messages and targeted ads, as well as the ability to manage ad settings. LinkedIn also uses affiliates such as Eire, Google Analytics, BlueKai, DoubleClick, Nielsen, Comscore, Eloqua, and Lotame. The setting of such cookies may be denied under <https://www.linkedin.com/legal/cookie-policy>. The applicable privacy policy for LinkedIn is available under <https://www.linkedin.com/legal/privacy-policy>. The LinkedIn Cookie Policy is available under <https://www.linkedin.com/legal/cookie-policy>.

17. Data protection provisions about the application and use of Twitter

On this website, the controller has integrated components of Twitter. Twitter is a multilingual, publicly-accessible microblogging service on which users may publish and spread so-called 'tweets,' e.g. short messages, which are limited to 140 characters. These short messages are available for everyone, including those who are not logged on to Twitter. The tweets are also displayed to so-called followers of the respective user. Followers are other Twitter users who follow a user's tweets. Furthermore, Twitter allows you to address a wide audience via hashtags, links or retweets.

The operating company of Twitter is Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103, UNITED STATES.

With each call-up to one of the individual pages of this Internet site, which is operated by the controller and on which a Twitter component (Twitter button) was integrated, the Internet browser on the information technology system of the data subject is automatically prompted to download a display of the corresponding Twitter component of Twitter. Further information about the Twitter buttons is available under <https://about.twitter.com/de/resources/buttons>. During the course of this technical procedure, Twitter gains knowledge of what specific sub-page of our website was visited by the data subject. The purpose of the integration of the Twitter component is a retransmission of the contents of this website to allow our users to introduce this web page to the digital world and increase our visitor numbers.

If the data subject is logged in at the same time on Twitter, Twitter detects with every call-up to our website by the data subject and for the entire duration of their stay on our Internet site which specific sub-page of our Internet page was visited by the data subject. This information is collected through the Twitter component and associated with the respective Twitter account of the data subject. If the data subject clicks on one of the Twitter buttons integrated on our website, then Twitter assigns this information to the personal Twitter user account of the data subject and stores the personal data.

Twitter receives information via the Twitter component that the data subject has visited our website, provided that the data subject is logged in on Twitter at the time of the call-up to our website. This occurs regardless of whether the person clicks on the Twitter component or not. If such a transmission of information to Twitter is not desirable for the data subject, then he or she may prevent this by logging off from their Twitter account before a call-up to our website is made.

The applicable data protection provisions of Twitter may be accessed under <https://twitter.com/privacy?lang=en>.

18. Payment Method: Data protection provisions about the use of PayPal as a payment processor

On this website, the controller has integrated components of PayPal. PayPal is an online payment service provider. Payments are processed via so-called PayPal accounts, which represent virtual private or business accounts. PayPal is also able to process virtual payments through credit cards when a user does not have a PayPal account. A PayPal account is managed via an e-mail address, which is why there are no classic account numbers. PayPal makes it possible to trigger online payments to third parties or to receive payments. PayPal also accepts trustee functions and offers buyer protection services.

The European operating company of PayPal is PayPal (Europe) S.à.r.l. & Cie. S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg, Luxembourg.

If the data subject chooses "PayPal" as the payment option in the online shop during the ordering process, we automatically transmit the data of the data subject to PayPal. By selecting this payment option, the data subject agrees to the transfer of personal data required for payment processing.

The personal data transmitted to PayPal is usually first name, last name, address, email address, IP address, telephone number, mobile phone number, or other data necessary for payment processing. The processing of the purchase contract also requires such personal data, which are in connection with the respective order.

The transmission of the data is aimed at payment processing and fraud prevention. The controller will transfer personal data to PayPal, in particular, if a legitimate interest in the transmission is given. The personal data exchanged between PayPal and the controller for the processing of the data will be transmitted by PayPal to economic credit agencies. This transmission is intended for identity and creditworthiness checks.

PayPal will, if necessary, pass on personal data to affiliates and service providers or subcontractors to the extent that this is necessary to fulfill contractual obligations or for data to be processed in the order.

The data subject has the possibility to revoke consent for the handling of personal data at any time from PayPal. A revocation shall not have any effect on personal data which must be processed, used or transmitted in accordance with (contractual) payment processing.

The applicable data protection provisions of PayPal may be retrieved under <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>.

19. Legal basis for the processing

Art. 6(1) lit. a GDPR serves as the legal basis for processing operations for which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject is party, as is the case, for example, when processing operations are necessary for the supply of goods or to provide any other service, the processing is based on Article 6(1) lit. b GDPR. The same applies to such processing operations which are necessary for carrying out pre-contractual measures, for example in the case of inquiries concerning our products or services. Is our company subject to a legal obligation by which processing of personal data is required, such as for the fulfillment of tax obligations, the processing is based on Art. 6(1) lit. c GDPR. In rare cases, the processing of personal data may be necessary to protect the vital interests of the data subject or of another natural person. This would be the case, for example, if a visitor were injured in our company and his name, age, health insurance data or other vital information would have to be passed on to a doctor, hospital or other third party. Then the processing would be based on Art. 6(1) lit. d GDPR. Finally, processing operations could be based on Article 6(1) lit. f GDPR. This legal basis is used for processing operations which are not covered by any of the abovementioned legal grounds, if processing is necessary for the purposes of the legitimate interests pursued by our company or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data. Such processing operations are particularly permissible because they have been specifically mentioned by the European legislator. He considered that a legitimate interest could be assumed if the data subject is a client of the controller (Recital 47 Sentence 2 GDPR).

20. The legitimate interests pursued by the controller or by a third party

Where the processing of personal data is based on Article 6(1) lit. f GDPR our legitimate interest is to carry out our business in favor of the well-being of all our employees and the shareholders.

21. Period for which the personal data will be stored

The criteria used to determine the period of storage of personal data is the respective statutory retention period. After expiration of that period, the corresponding data is routinely deleted, as long as it is no longer necessary for the fulfillment of the contract or the initiation of a contract.

22. Provision of personal data as statutory or contractual requirement; Requirement necessary to enter into a contract; Obligation of the data subject to provide the personal data; possible consequences of failure to provide such data

We clarify that the provision of personal data is partly required by law (e.g. tax regulations) or can also result from contractual provisions (e.g. information on the contractual partner). Sometimes it may be necessary to conclude a contract that the data subject provides us with personal data, which must subsequently be processed by us. The data subject is, for example, obliged to provide us with personal data when our company signs a contract with him or her. The non-provision of the personal data would have the consequence that the contract with the data subject could not be concluded. Before personal data is provided by the data subject, the data subject must contact any employee. The employee clarifies to the data subject whether the provision of the personal data is required by law or contract or is necessary for the conclusion of the contract, whether there is an obligation to provide the personal data and the consequences of non-provision of the personal data.

23. Existence of automated decision-making

As a responsible company, we do not use automatic decision-making or profiling.

Fujifilm Imagine Terms & Conditions

This section constitutes the entire agreement between us (the retailer) and you with respect to your use of the Imagine print service (the "Service"), the uploading and submission by you of any content to the Service, the ordering of Products by you and the production and delivery of those products in fulfillment of those orders.

We reserve the right to change these Terms and Conditions at any time. We recommend you check our website for changes each time you use the Service and before placing any order. Please read these Terms and Conditions carefully. You must comply with these Terms and Conditions to access or use the Service. By accessing or using the Service or placing any order for Products, you accept these Terms and Conditions and agree to be legally bound and subject to them.

Acceptance of these Terms and Conditions creates a binding legal agreement between you and us that you will comply with these Terms and Conditions and use the Service only in a manner consistent with these Terms and Conditions. If you do not agree with these Terms and Conditions, do not access the Service or use any of its services.

1. Becoming a Member

You will become a member of the Service once you have entered your name, your chosen password, your email address (which must be a genuine email address) and you have received from us by email, confirmation of your membership. We may at our absolute discretion, refuse to accept your application to become a member of the Service. Once you are a member of the Service we will enable you to use all of the photo and imaging services described on the Service for members. We only permit one membership for each genuine email address. Your email address will be used for sending you all notices. By using the Service, you represent that the information you provide about yourself when registering or placing an order or otherwise is true, accurate and up-to-date.

2. Your Password and Account

(a) You are responsible for maintaining the confidentiality of your password and account details. You are solely responsible for the activity which occurs on your account. You must notify us immediately of any breach of security or any unauthorised use of your account. We will not be liable for any losses caused by any unauthorised use of your account unless we are at fault (in which case clause 9 applies). However, you may be liable for our losses or the losses of others due to such unauthorised use.

(b) You must make all reasonable efforts to keep your password safe. If you have forgotten your password you may click the link on the home page and we will email you a link to enable you to reset your password. We will keep you informed of the status of your account during your membership via your email.

3. Termination of Membership

Access to the Service is permitted on a temporary basis, and we reserve the right to withdraw or amend the Service without notice. We may terminate your membership by notice with immediate effect if you are in breach of these Terms and Conditions. We also reserve the right to terminate your membership at our discretion in which case we will endeavour to give you reasonable notice (or at least two days' notice). We will endeavour to fulfil any orders for Products placed by you in accordance with these Terms and Conditions prior to the termination of your membership, provided that we may at our option decline to fulfil all or part of any such orders, in which case we will offer you a refund for the order or relevant part. If you wish to terminate your membership at any time, you may do so by advising us by email or in writing. Please visit our website for details on how to contact us.

If your membership is terminated, you will no longer be able to access the Service and we may at our discretion remove your materials from the Service. You are responsible for obtaining any copies of your Content before termination takes effect. We are not responsible for any loss of data resulting from removal of or deletion of Content. If we terminate your membership we may at our discretion fulfil or cancel any order accepted by us prior to the date of termination. If we cancel an order we will refund any amount already paid.

4. Children Not to Order Products or Submit Images

(a) We are particularly concerned to preserve and protect the privacy of children and their personal information.

(b) If you are under the age of 16 years you must not apply to become a member of the Service.

Please do not attempt to submit any photos or other information about yourself to us (such as your

name, address, telephone number or email address) or order any Products from us.

(c) If you are aged from 16 to 18, you should obtain permission from your parents or guardians

before applying to become a member of the Service, sending any photos or other information about yourself to us or ordering any Products.

5. Your Copyright

(a) Generally under copyright laws the owner of the copyright in images or photographs is the person who created the images or took the photographs. You represent and warrant to us that you are the owner of the copyright or have the express permission of the owner of the copyright in the Content which you submit to the Service.

(b) We claim no ownership rights in any Content submitted by you to the Service. You hereby grant to us and our Contractors a worldwide non-exclusive, transferable, royalty-free licence to use, copy, display, modify, transmit and distribute any Content (including images or photographs) submitted by you to the Service in such manner as we and our Contractors consider reasonably necessary solely for the purposes of providing the Service to you and fulfilling your orders for Products.

(c) Third Party Copyright Claims: We respect the intellectual property rights of others. We may disclose your identity to any third party who is claiming that Content uploaded by you infringes their intellectual property rights or right to privacy. Without limiting any of our other rights and remedies under these Terms and Conditions (including clause 8(b)) if we receive any such claim, or if any such claim is brought to our attention, we may refer it to you. It is your responsibility to:

i) resolve any claim referred to you; and
ii) ensure that the claimant confirms to us in writing that the claim has been resolved, within seven (7) days of the date on which the claim was referred.

6. Intellectual Property Rights

(a) Any trade marks, trade names or logos displayed on the Service are the property of their respective owners and must not be used in any manner without the prior written consent of the owner.

(b) Other than Content which you have submitted to the Service, you should assume that all of the Content that appears on the Service or which is made available to you through the Service, including photographic images, is owned by third parties and is protected by copyright or other proprietary rights. You must not modify, copy, reproduce, republish, frame, upload, post, transmit or distribute such Content in any way except as expressly permitted by the Service or expressly authorised in writing by the owner of that Content. You agree not to alter or remove any information, consent or other proprietary notice or legend on any Content, unless you are the owner of the intellectual property rights in that Content.

7. Links to Third Party Websites

The Service may contain hyperlinks and other pointers to Internet websites operated by third parties. These linked websites are not under our control and we are not responsible for the operation, availability or contents (including without limitation the accuracy, validity and legality of such contents) of any linked website or any hyperlink contained in a linked website. If we provide any hyperlinks, they are provided to you for information only and the inclusion of any link does not imply any endorsement of the linked website by us. You access linked websites at your own risk. You should carefully review the terms of use and privacy policies of all third party websites that you visit.

8. Materials and Content Not Permitted on the Service

(a) Any Content submitted by you to the Service is subject to our review. While we reserve the right to review, monitor, remove or delete Content, we are under no obligation to do so.

(b) We reserve the right at our sole and absolute discretion to restrict access to the Service, refuse to display Content on the Service, remove Content from the Service or refuse to use any Content submitted by you for use in the production of a Product if we consider it necessary or appropriate, including without limitation if we receive a written complaint alleging copyright infringement or if Content is deemed by us to be objectionable, to potentially infringe any third party rights or to be contrary to applicable laws or otherwise unsuitable for use in the production of a Product.

(c) If in our sole judgment any Content uploaded by you is in violation of applicable laws (including without limitation laws relating to child pornography, child abuse and animal abuse) such Content will be reported by us to law enforcement authorities

(d) Without limiting the above in any way, you are not permitted to post, upload, email, publish,

transmit or otherwise make available any Content which:-

- is, or we believe is, offensive, personally offensive, defamatory, abusive, obscene, upsetting, menacing, threatening, harassing or pornographic;
- is illegal under any law or regulation at any place where Content is posted or uploaded from and / or viewed, and / or received, or infringes any industry code of conduct;
- in the case of Products ordered through the Service, is illegal under any law or regulation at any place where those Products are to be delivered;
- infringes the intellectual property rights or rights to privacy of any person; or
- in our opinion may bring us or the Service into disrepute.

(e) You are not permitted to use the Service:-

- to engage in any activities in such a manner as may expose us or our Contractors, to liability or adversely affect our name, reputation or business or those of our Contractors;
- to do any act that may damage or interfere with the Service, network or systems or cause the quality of the Service to be impaired; or
- to commit a crime or in the course of committing a crime or for an unlawful purpose.

9. Our Liability to You

(a) If you are a Consumer, you have legal rights in relation to Products that are faulty or not as

described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights. Our Photo Gifts Returns and Refunds Policy (see link above) contains details of how to contact us to address a possible claim regarding Products which are faulty or not as described and arrange for their return.

(b) Clause 9 of these Terms and Conditions does not exclude any commitments given by us in our Photo Gifts Returns and Refunds Policy.

(c) Your access of or use of the Service is at your own risk. You should take appropriate steps to back-up Content submitted by you to the Service and to protect your computer against any damage that could result from your access to or use of the Service. The Service, the uploading of Content to the Service, the transfer of any Content to or from third party websites, the transfer of any Content for use in the production of Products and the ordering of Products through the use of the Service may not be error free or uninterrupted. We do not give any commitment in relation to the security, reliability, timeliness and performance of the Service and any of those other functions. To the extent permitted by law we and our Contractors are not responsible for interruption of the Service, linkage to any third party sites, damage to your computer, damage to other property or loss of Content or other data resulting from your access to or use of the Service.

(d) Our and our Contractors' total aggregate liability to you in connection with the provision or

non-provision of the Service or any Products or otherwise in connection with the subject matter of these Terms and Conditions, whether arising in contract, tort, misrepresentation or otherwise, will in all circumstances be limited to:

- where the Photo Gifts Returns and Refunds Policy applies, providing you with the remedy or

remedies set out in that document;

- where such liability otherwise arises in relation to any specific order(s) of Products, the price paid by you in respect of that or those order(s); or

- where the Photo Gifts Returns and Refunds Policy does not apply and such liability arises other than in relation to any specific order(s) of Products, the sum of £50. If you are a Consumer we will also be liable for any other losses or damage you suffer which are a foreseeable consequence of the provision or non-provision of the Service or any Products or otherwise in connection with the subject matter of these Terms and Conditions. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

(e) Nothing in these Terms and Conditions excludes or limits our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability to you.

If you are a Consumer by this we mean that nothing in these Terms and Conditions shall limit or exclude in any way our liability for any breach of the terms implied by the Consumer Rights Act 2015, for death or personal injury caused by our or our Contractors' negligence or for fraud or fraudulent misrepresentation.

10. Your Liability to Us

(a) You agree to indemnify us and hold us harmless from and against the amount of any and all damages, losses, liabilities, costs or expenses (including but not limited to legal and professional costs) we incur arising from:

- your breach of any term of these Terms and Conditions unless you are a Consumer;
- any third party claim that any Content uploaded by you, or any Products made to that Content, infringe any intellectual property rights or rights to privacy of that third party; or
- any other third party claim arising from or in relation to your use of the Service.

(b) The provisions of this clause 10 will survive the termination of any contract formed on these Terms and Conditions.

11. Orders for Products

(a) Each order for Products placed by you through the Service shall upon acceptance by us in writing by issuing you with a confirmation email containing an order number form a legally binding contract between you and us for the sale and purchase of the Products ordered. We recommend you carefully preview the Products to be ordered by you and the choices made by you for their production before ordering, and ensure you are satisfied before adding them to your Shopping Cart.

(b) If you are a Consumer you may have a general legal right to cancel a contract; however due to the personalised nature of the Products ordered through the Service, no order for Products placed by you through the Service may be cancelled once accepted by us. However, if you believe you have placed an order in error, or if you wish to adjust an order, please email or contact us in the manner detailed in clause 14 below and we will assess whether in the circumstances we are able to assist you.

(c) The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect. The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time.

12. Delivery

We will use reasonable endeavours to ensure that with 14 Business Days of the acceptance by us of your order for Products, those Products shall be provided by us to a third party carrier for delivery to you. Ordinarily, delivery of an order to you may be expected within the period specified for delivery on our website. However we cannot accept responsibility for delivery failures or delays by other third party carriers and time shall not be of the essence in relation to any delivery of Products under these Terms and Conditions.

13. Reproduction of Colours, Uploading of Images and Your Responsibilities

(a) Reasonable efforts are made to display the colours of Products (including colours to be reproduced from Content uploaded by you) that appear online on the Service as accurately as possible, however the colours displayed to you on the Service will depend on your monitor and the settings of your monitor.

(b) Before confirming an order for a Product, it is your responsibility to edit any images uploaded by you for use in that Product, including without limitation by cropping the image

to your requirements and ensuring the image meets the degree of resolution required by you or the minimum resolution recommended for that Product.

(c) We will not be liable to compensate you, give you a refund or to reproduce any Products:

- if the actual colours of Products provided to you or their tones differ to the colours of those Products as displayed to you on the Service (unless this is due to fault on the part of us or our Contractors in connection with the production of those Products); or
- in relation to the poor quality of prints or images incorporated in Products as a result of improper cropping by you or the failure of the image uploaded by you to meet the minimum resolution recommended for that Product.

14. Notice Order Enquiries

If you wish to give us notice under these Terms and Conditions, or have any query about the progress of your order for any Products, please contact us and quote your order number if applicable (as provided by us on acceptance of your order). For details on how to contact us please check our website. If we wish to give you notice under these Terms and Conditions, we will do so by email to the email address provided by you in relation to your account for the Service.

15. Privacy

(a) The privacy of your personal information is important to us and is governed by our Privacy Policy (see section above). Should you have any questions concerning privacy, please refer to our Privacy Policy.

(b) We and our Contractors may collect and retain the personal information which you submit to us via the Service, including your name, address, billing and delivery information, email address, and credit card details.

(c) We and our Contractors, will use this information to provide the Service, fulfil and follow up on your orders for Products, respond to queries regarding orders and Products and services and create and maintain your account. We and our Contractors may use this information to provide you with information on your account and the Products purchased via the Service. We may also send you promotional information and/or special offers about products and services that we think may be of interest to you, unless you indicate that you do not wish to receive such promotional information.

16. Photo Storage

(a) The Service's photo storage facility is known as My Photos.

(b) When you become a member of the Service you receive free storage of images for your photo albums for 3 months' from the date of activation. Thereafter, you will maintain free storage for your albums provided that a verified print order is made at least once every 3 months either by you yourself or by someone with whom you have shared your albums. From the date each verified order is received, the membership will be credited with free storage for the following 3 months i.e., the 3 months free storage period re-starts with each print order. The maximum period of free storage at any point in time is 3 months. However please note that the Service is not intended to be a permanent storage system and the provisions of the following paragraph apply to your Content.

(c) At the end of the free storage period we may, at our option and without notice, terminate your membership and remove and/or delete your Content.

(d) We are not responsible for any loss of data or images resulting from removal and/or

deletion of Content.

17. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

18. Severability

If any court of competent jurisdiction finds any provision or part thereof of these Terms and Conditions to be illegal, invalid or unenforceable that provision or part thereof shall be severed from these Terms and Conditions and the remaining terms and provisions of these Terms and Conditions shall remain in force.

19. Waiver

The failure by us to enforce any right or provision of these Terms and Conditions will not restrict us from enforcing it now or in the future.

20. Definitions

In these Terms and Conditions the following expressions shall have the following meanings unless otherwise stated:

- "Business Day" means any day other than a Saturday, Sunday or public holiday in the United Kingdom;

"Consumer" means an individual acting for purposes which are wholly or mainly outside that

individual's trade, business, craft or profession;

"Content" means any images, photographs or other materials or content submitted or uploaded to the Service;

"Contractors" means any of our agents, contractors and sub-contractors who are engaged in the

creation, provision or maintenance of the Service or in the production of Products and the fulfilment

of orders for Products made through the Service;

"Product" means any printed photo or photo gift or other product that is offered for sale and may be ordered through the Service; and

"you" and "your" means the person registering for, accessing or using the Service, or ordering

Products from us, under these Terms and Conditions