

The Rose Window Website

TERMS OF USE

Bandzoogle Terms

This website operates under the Bandzoogle Terms& Conditions
<https://bandzoogle.com/terms>

This document contains

- 1. Terms & Conditions**
- 2. Disclaimer**
- 3. Privacy Notice**

Terms & Conditions

Welcome to our Website.

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following Terms and Conditions of use, which together with our Disclaimer and Privacy Policy govern Katie Rose & The Rose Window Foundation relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Katie Rose & The Rose Window Foundation or 'us' or 'we' refers to the owner of the website whose registered office is London, SE19. Our company registration number is [company registration number and place of registration]. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. This website uses cookies to monitor browsing preferences – please see the Privacy Policy for details.
3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
4. our use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

5. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
6. All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
7. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
8. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
9. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

DISCLAIMER

INTRODUCTION

The information provided by Katie Rose & The Rose Window Foundation on www.therosewindow.org (the "Site") is for general informational purposes only.

All information on the Site is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site.

Under no circumstance shall we have any liability to you for any loss or damage of any kind incurred as a result of the use of the site or reliance on any information provided on the site. Your use of the site and your reliance on any information on the site is solely at your own risk.

EXTERNAL LINKS DISCLAIMER FOR WEBSITE

The Site may contain (or you may be sent through the Site links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the site or any website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

PROFESSIONAL DISCLAIMER

The Site cannot and does not contain medical, legal, fitness, health or other advice and we do not provide any kind of medical, legal, fitness, health or other advice.

Any information is provided for general informational and educational purposes only and is not a substitute for professional advice.

Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. The use or reliance of any information contained on this site [solely at your own risk.

TESTIMONIALS DISCLAIMER FOR WEBSITE

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you

should not assume, that all users will have the same experiences. Your individual results may vary.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

The testimonials on the Site are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent or otherwise be used for any disease or medical condition. No testimonials have been clinically proven or evaluated.

PRIVACY NOTICE

This is the privacy notice of Katie Rose & The Rose Window Foundation ('we', 'our', or 'us'). Company Number. Based in London, SE19

Introduction

This notice describes how we collect, store, transfer and use personal data. It tells you about your privacy rights and how the law protects you.

In the context of the law and this notice, 'personal data' is information that clearly identifies you as an individual or which could be used to identify you if combined with other information. Acting in any way on personal data is referred to as 'processing'.

This notice applies to personal data collected through our website and through social media platforms and online retail platforms, including Facebook, Instagram, Twitter, Linked In, Pinterest and music platforms as distributed via CD Baby.

Except as set out below, we do not share, or sell, or disclose to a third party, any information collected through our website.

1. How we obtain personal data

The information we process about you includes information:

- a) you have directly provided to us -when you use our website, our services or buy from us
- b) as a result of monitoring how you use our website or our services

This can include:

- **personal identifiers**, such as your first and last names, your title and your date of birth
- **contact information**, such as your email address, your telephone number and your postal addresses for billing, delivery and communication
- **account information**, including your username and password used to access our website and our services
- **payment information** – is never taken by us or transferred to us either through our website or otherwise. At the point of payment, you are transferred to a secure page on the website of PayPal. That page may be branded to look like a page on our website, but it is not controlled by us.

- **transaction information** – including details of the products services you have bought from us and payments made to us for those services
- **records of communication** between us including messages sent through our website, email messages and telephone conversations
- **information you contribute to our community**, including reviews, replies to polls and surveys, comments
- **marketing preferences** that tell us what types of marketing you would like to receive
- **technical information** – requests by your web browser to our servers for web pages and other content on our website are recorded. We record information such as your geographical location, your Internet service provider and your IP address. We also record information about the software you are using to browse our website, such as the type of computer or device and the screen resolution. We use this information in aggregate to assess the popularity of the webpages on our website and how we perform in providing content to you.

2. Your personal data is not shared

We do not share or disclose to a third party, any information collected through our website

3. Special personal data

We do not collect any special personal data about you concerning your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data.

4. Information we process because we have a contractual obligation with you

When you create an account on our website, buy a product or service from us, or otherwise agree to our terms and conditions, a contract is formed between you and us.

In order to carry out our obligations under that contract we must process the information you give us. Some of this information may be personal data.

We may use it in order to:

- a) verify your identity for security purposes when you use our services
- b) sell products to you
- c) provide you with our services

- d) provide you with suggestions and advice on products, services and how to obtain the most from using our website

We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

We shall continue to process this information until the contract between us ends or is terminated by either party under the terms of the contract.

5. Information we process with your consent

Through certain actions when otherwise there is no contractual relationship between us, such as when you browse our website or ask us to provide you more information about our business, including [job opportunities and] our products and services, you provide your consent to us to process information that may be personal data. Wherever possible, we aim to obtain your explicit consent to process this information.

6. Information we process for the purposes of legitimate interests

We may process information on the basis there is a legitimate interest, either to you or to us, of doing so. Where we process your information on this basis, we do after having given careful consideration to:

- whether the same objective could be achieved through other means
- whether processing (or not processing) might cause you harm
- whether you would expect us to process your data, and whether you would, in the round, consider it reasonable to do so

For example, we may process your data on this basis for the purposes of:

- improving our services
- record-keeping for the proper and necessary administration of our [organisational or business]
- responding to unsolicited communication from you to which we believe you would expect a response
- preventing fraudulent use of our services
- exercising our legal rights, including to detect and prevent fraud and to protect our intellectual property

- insuring against or obtaining professional advice that is required to manage [organisational or business] risk
- protecting your interests where we believe we have a duty to do so

7. Information we process because we have a legal obligation

Sometimes, we must process your information in order to comply with a statutory obligation.

For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

This may include your personal data.

We may use fraud prevention agencies and credit reference agencies to verify your identity and we may pass your information to those agencies if we strongly suspect fraud on our website.

8. Our use of aggregated information

We may aggregate anonymous information such as statistical or demographic data for any purpose. Anonymous information is that which does not identify you as an individual. Aggregated information may be derived from your personal data but is not considered as such in law because it does not reveal your identity. For example, we may aggregate usage information to assess whether a feature of our website is useful.

However, if we combine or connect aggregated information with your personal data so that it can identify you in any way, we treat the combined information as personal data, and it will be used in accordance with this privacy notice.

9. Information you provide

Our website allows you to post information with a view to that information being read, copied, downloaded, or used by other people.

For example, when you leave a review, post a message or otherwise indicate your views on our website, we reasonably assume that you consent for the message to be seen by others. This may include your name, username or any personal data you have included.

In posting personal data, it is up to you to satisfy yourself about the privacy level of every person who might use it.

We do not specifically use this information except to allow it to be displayed or shared.

Once your information enters the public domain, we have no control over what any individual third party may do with it. We accept no responsibility for their actions at any time.

Provided your request is reasonable and there is no legal basis for us to retain it, then at our discretion we may agree to your request to delete personal data that you have posted. You can make a request by contacting us

10. **Referral partners**

This is information given to us by you in your capacity as an affiliate of us or as a referral partner.

It allows us to recognise visitors that you have referred to us, and to credit to you commission due for such referrals. It also includes information that allows us to transfer commission to you.

The information is not used for any other purpose.

We undertake to preserve the confidentiality of the information and of the terms of our relationship.

We expect any affiliate or partner to agree to reciprocate this policy

11. **Use of our services by children**

We do not sell products or provide services for purchase by children, nor do we market to children. Children under the age of 18, may use our website with consent from a parent or guardian. We collect data about all users of and visitors to these areas regardless of age, and we anticipate that some of those users and visitors will be children.

12. **Delivery of services using third party communication software**

With your consent, we may communicate using software provided by a third party such as Facebook (WhatsApp), Apple (Facetime), Microsoft (Skype) or Zoom Video Communications (Zoom).

Such methods of communication should secure your personal data using encryption and other technologies. The providers of such software should comply with all applicable privacy laws, rules, and regulations, including the GDPR.

If you have any concerns about using a particular software for communication, please tell us.

13. **Cookies**

Cookies are small text files that are placed on your computer's hard drive by your web browser when you visit a website that uses them. They allow information gathered on one web page to be stored until it is needed for use at a later date. They are commonly used to provide you with a personalised experience while you browse a website, for example, allowing your preferences to be remembered.

They can also provide core functionality such as security, network management, and accessibility; record how you interact with the website so that the owner can understand how to improve the experience of other visitors; and serve you advertisements that are relevant to your browsing history.

Some cookies may last for a defined period of time, such as one visit (known as a session), one day or until you close your browser. Others last indefinitely until you delete them.

Your web browser should allow you to delete any cookie you choose. It should also allow you to prevent or limit their use. Your web browser may support a plug-in or add-on that helps you manage which cookies you wish to allow to operate.

The law requires you to give explicit consent for use of any cookies that are not strictly necessary for the operation of a website.

If you choose not to use cookies or you prevent their use through your browser settings, you may not be able to use all the functionality of our website.

We use cookies in the following ways:

- to track how you use our website
- to record whether you have seen specific messages we display on our website
- to keep you signed in to our website
- to record your answers to surveys and questionnaires on our site while you complete them

14. Your rights and Control over your own information

The law requires us to tell you about your rights and our obligations to you in regard to the processing and control of your personal data.

We do this now, by requesting that you read the information provided at <http://www.knowyourprivacyrights.org>

It is important that the personal data we hold about you is accurate and up to date. Please inform us if your personal data changes.

When we receive any request to access, edit or delete personal data we first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

Please be aware that we are not obliged by law to provide you with all personal data we hold about you, and that if we do provide you with information, the law allows us to charge for such provision if doing so incurs costs for us. After receiving your request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

15. Communicating with us

When you contact us, whether by telephone, through our website or by email, we collect the data you have given to us in order to reply with the information you need. We record your request and our reply in order to increase the efficiency of our service.

16. Complaining

If you are not happy with our privacy policy, or if you have any complaint, then you should tell us. We hope you will agree to attempt to resolve it by engaging in good faith with us and if not simply settled, via a process of mediation or arbitration

When we receive a complaint, we record the information you have given to us on the basis of consent. We use that information to resolve your complaint

We aim to investigate all complaints relating to user generated content. However, we may not be able to do so as soon as a complaint is made. If we feel that it is justified or if we believe that the law requires us to do so, we shall remove the content.

We may also compile statistics showing information obtained from this source to assess the level of service we provide, but not in a way that could identify you or any other person.

If you are in any way dissatisfied about how we process your personal data, you have a right to lodge a complaint with the Information Commissioner's Office (ICO). This can be done at <https://ico.org.uk/make-a-complaint/>. We would, however, appreciate the opportunity to talk to you about your concern before you approach the ICO.

17. Retention period

Except as otherwise mentioned in this privacy notice, we keep your personal data only for as long as required by us:

- a. to provide you with the services you have requested
- b. to comply with other law, including for the period demanded by our tax authorities

- c. to support a claim or defence in court

18. Compliance with the law

Our privacy policy complies with the law in the United Kingdom, specifically with the Data Protection Act 2018 (the 'Act') accordingly incorporating the EU General Data Protection Regulation ('GDPR') and the Privacy and Electronic Communications Regulations ('PECR').

19. Review of this privacy policy

We shall update this privacy notice from time to time as necessary.