



COLEMANMOORE

conceptual marketing delivered

IMPORTANT LEGAL NOTICES

WEBSITE TERMS OF USE

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name colemanmoore.com ("Website") and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Coleman Moore Partner Agency Network Ltd ("Company").

1. INTRODUCTION

- 1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.
- 1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

2. LICENCE

- 2.1 You are permitted to print and download extracts from the Website [for your own use] on the following basis:
 - (a) no documents or related graphics on the Website are modified in any way;
 - (b) no graphics on the Website are used separately from the corresponding text; and
 - (c) our copyright [and trade mark] notice[s] and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice,

your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

- 2.3 Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

- 3.1 While we endeavour to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

4. VISITOR MATERIAL AND CONDUCT

- 4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from the Website any material:
 - (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - (b) for which you have not obtained all necessary licences and/or approvals; or
 - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3 You may not misuse the Website (including, without limitation, by hacking).
- 4.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in



breach of clause 4.2 or clause 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Coleman Moore Partner Agency Network Ltd. logo;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any trade marks displayed on the Website without express written permission from us;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 We expressly reserve the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully us for any loss or damage suffered by us for breach of clause 5.2.

6. REGISTRATION

6.1 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued rests with you.

7. DISCLAIMER

7.1 While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website. We may make changes to the material on the Website, or to the products

and prices described in it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update such material.

7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Website.

8. LIABILITY

8.1 We and any other party (whether or not involved in creating, producing, maintaining or delivering the Website) and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

8.2 Nothing in this legal notice shall exclude or limit our liability for:

- (a) death or personal injury caused by negligence [(as such term is defined by the Unfair Contract Terms Act 1977); or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.

ACCEPT



PRIVACY POLICY

Coleman Moore Partner Agency Network Ltd. ("We") are committed to protecting and respecting your privacy. This policy (together with our terms of use [INSERT AS LINK TO WEBSITE TERMS OF USE] and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. For the purpose of the Data Protection Act 1998 (the Act), the data controller is Coleman Moore Partner Agency Network Ltd of Looking-Glass House, 7 Albion Place, Northampton NN1 1UD.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site www.colemanmoore.com ("our site"). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored by Coleman Moore Partner Agency Network Ltd., and when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP ADDRESSES AND COOKIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service.

They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- To speed up your searches.
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies.

However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Please note that our advertisers may also use cookies, over which we have no control.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted [using SSL technology]. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by e-mail, post or telephone.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods



and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the order form OR registration form).

We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985 (as amended).

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Coleman Moore Partner Agency Network Ltd. or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use [INSERT AS LINK TO WEBSITE'S TERMS OF USE] and other agreements; or to protect the rights, property, or safety of Coleman Moore Partner Agency Network Ltd., our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us

at Looking-Glass House, 7 Albion Place, Northampton NN1 1UD or talktous@colemanmoore.com.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Looking-Glass House, 7 Albion Place, Northampton NN1 1UD or talktous@colemanmoore.com.

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