



# Arty Bart

[www.artybart.com](http://www.artybart.com)

## Website Conditions and Privacy Policy

### Definitions

"Arty Bart" means Christina Cook C/O HMB Accountants DBH Business Centres, Belasis Hall Technology Park, Coxwold Way, Billingham, TS23 4EA, trading as Arty Bart and C S Wimsey.

### Part 1

#### General Terms and Conditions

- 1.** By continuing to use this website you confirm:
  - 1.1 You agree to the terms and conditions contained in part 1 of this agreement, and to the privacy policy contained in part 2 of this agreement which may change from time to time.
  - 1.2 You are aware and agree that:
    - (a) in order to continue providing free content on this website Arty Bart is a member of several affiliate schemes (listed in clause 1.3 below) through which it will recommend products.
    - (b) purchases via recommendations mentioned in 1.2(a) above will earn Arty Bart a small commission at no extra cost to you.
    - (c) Although Arty Bart values its readers and considers that it would be harmful to its interests to recommend anything that it does not genuinely believe in, recommending products isn't an exact science. In the unlikely event that you are not satisfied with a product recommended by Arty Bart, (or the contents of Arty Bart's recommendation itself) Arty Bart has no liability for the product or the contents of its recommendations. Any recommendation made by Arty Bart is based solely on subjective opinion, and Arty Bart's honest understanding of the product recommended, and was never intended to attract legal liability or to provide a guarantee as to the contents of the recommendation. That said we strongly encourage you to contact us if you are unhappy with a recommendation, or product recommended so that we can review our recommendation of that product for future readers.
  - 1.3 Arty Bart is a member of the following affiliate schemes:
    - (a) Arty Bart is a participant in the Amazon EU Associates Programme, an affiliate advertising programme designed to provide a means for sites to earn advertising fees by advertising and linking to [amazon.co.uk](http://amazon.co.uk).

(b) Arty Bart is a participant in the Amazon Services LLC Associates Programme in the United States of America, an affiliate advertising programme designed to provide a means for sites to earn advertising fees by advertising and linking to [www.amazon.com](http://www.amazon.com).

(c) Arty Bart is a participant in the Amazon.com.ca, Inc Associates Programme in Canada, an affiliate advertising programme designed to provide a means for sites to earn advertising fees by advertising and linking to [www.amazon.ca](http://www.amazon.ca).

2. Arty Bart may change or add to its terms and conditions at any time. Any changes will be published on the Arty Bart Website. It is your responsibility to make sure that you regularly review the terms and conditions in case of changes.
3. Part 1 of this agreement is governed by the laws of England and Wales.

## **Part 2**

### **Privacy policy**

#### **1. Introduction**

- 1.1 Arty Bart is committed to safeguarding the privacy of its website visitors; in this policy we explain how we will treat your personal information.
- 1.2 Where cookies are added to the Arty Bart website by us we will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

#### **2. Credit**

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

#### **3. Collecting personal information**

- 3.1 We may collect, store and use the following kinds of personal information:
  - (a) information about your computer and about your visits to and use of this website (including but not limited to your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
  - (b) information that you provide to us when registering with our website (including but not limited to your email address);
  - (c) information that you provide when completing your profile on our website (including but not limited to your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details);

- (d) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including but not limited to your name, email address, and experience level);
  - (e) information that you provide to us when using the services on our website, or that is generated in the course of the use of those services (including but not limited to the timing, frequency and pattern of service use);
  - (f) information relating to any purchases you make of our products / goods / services / goods and/or services or any other transactions that you enter into through our website (including but not limited to your name, address, telephone number, email address and card details);
  - (g) information that you post to our website for publication on the internet (including but not limited to your user name, your profile pictures and the content of your posts);
  - (h) information contained in or relating to any communication that you send to us or send through our website (including but not limited to the communication content and metadata associated with the communication);
  - (i) information needed to help you interact with social media services such as Facebook and twitter via Arty Bart's website;
  - (j) any other personal information that you choose to send to us.
- 3.2 Third parties, including but not limited to Facebook, Google, Amazon, Active Campaign, Mail Chimp, Sellfy, Gumroad, or Paypal may use cookies, web beacons, and other storage technologies to collect or receive information from our website and elsewhere on the internet. For further information please see clauses 4.6 - 4.9 and 13 below.
- 3.3 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

#### **4. Using personal information**

- 4.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.
- 4.2 We may use your personal information to:
- (a) administer our website and business;
  - (b) personalise our website experience for you;
  - (c) enable your use of the services available on our website;
  - (d) send you goods, either physical or electronic, purchased through our website;
  - (e) supply to you services purchased through our website;
  - (f) send statements, invoices and payment reminders to you, and collect payments from you;

- (g) send you non-marketing commercial communications;
- (h) send you email notifications that you have specifically requested;
- (i) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- (j) send you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (k) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
- (l) deal with enquiries and complaints made by or about you relating to our website;
- (m) keep our website secure and prevent fraud;
- (n) verify compliance with the terms and conditions governing the use of our website (including monitoring private messages sent through our website private messaging service).

- 4.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us. For the avoidance of doubt if you publish a comment and or post on our website, or provide a testimonial (for example on a blog post or on a forum posting) you automatically grant us a licence to publish that comment, post and/or testimonial.
- 4.4 Where our website functionality allows this, your privacy settings can be used to limit the publication of your information on our website, and can be adjusted using privacy controls on the website.
- 4.5 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 4.6 Third parties, including but not limited to Facebook, Google, Amazon, Active Campaign, Mail Chimp, Sellfy, Gumroad, or Paypal may use cookies, web beacons, and other storage technologies to collect or receive information from our website and elsewhere on the internet and use that information to provide measurement services, analytics, target advertisements, and/or to ease the process of your money transactions and or user experience with us. For further information on this please see clauses 4.7 – 4.9, 13 and 14 below and clause 1.3 of the terms and conditions above.
- 4.7 All our website financial transactions are handled through our payment services providers, Sellfy ([www.sellfy.com](http://www.sellfy.com)) and or Gumroad ([www.gumroad.com](http://www.gumroad.com)) and or PayPal ([www.paypal.com](http://www.paypal.com)). You can review the provider's privacy policies at <https://sellfy.com/privacy/> and <https://gumroad.com/privacy> and <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full> respectively. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our

website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

- 4.8 Our email newsletter / newsletters are handled by Mailchimp ([www.mailchimp.com](http://www.mailchimp.com)), and/or Active Campaign ([www.activecampaign.com](http://www.activecampaign.com)). You can review the provider's privacy policies at <http://mailchimp.com/legal/privacy/> and at <https://help.activecampaign.com/hc/en-us/articles/218789997-Privacy-Policy> respectively. We will share information with Mailchimp and/or Active Campaign only to the extent necessary for the purposes of running and co-ordinating our email newsletters.
- 4.9 We use the Facebook Pixel. This will give Facebook ([www.facebook.com](http://www.facebook.com)) various information about your browsing history on our website so that we can provide you with relevant offers and advertisements via the Facebook platform in the future. Information from the use of the Facebook pixel is generally held by Facebook and not Arty Bart. You can view Facebook's privacy policy here [https://www.facebook.com/full\\_data\\_use\\_policy](https://www.facebook.com/full_data_use_policy). Please see clause 14 below if you would like to opt out of the collection and use of this information.

## **5. Disclosing personal information**

- 5.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
- 5.2 We may disclose your personal information:
- (a) to the extent that we are required to do so by law;
  - (b) in connection with any ongoing or prospective legal proceedings;
  - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
  - (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
  - (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.
- 5.4 Except as provided in this policy, we will not provide your personal information to third parties.

## **6. International data transfers**

- 6.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.
- 6.2 Information that we collect may be stored electronically on any server based anywhere in the world. These servers may include but are not limited to servers used by our

6.2.1 Web service provider, currently Fasthosts, whose privacy policy can be viewed at <https://www.fasthosts.co.uk/terms/privacy-policy>,

6.2.2 Payment service providers, currently Sellfy and or Gumroad, whose privacy policies have been referenced in clauses 4.7 above,

6.2.3 Our email newsletter provider, currently Mailchimp and/or Active Campaign whose privacy policy has been referenced in clauses 4.8 above.

6.2.4 Information may be stored on servers controlled by Facebook as a result of our use of the Facebook Pixel, referenced in clause 4.9 above. Facebook's privacy policy is also referenced in clause 4.9 above.

6.3 Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: including but not limited to the United States of America, Russia, Japan, China and India.

6.4 Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

6.5 You expressly agree to the transfers of personal information described in this Section 6.

## **7. Retaining personal information**

7.1 This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

7.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

7.3 Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:

- (a) to the extent that we are required to do so by law;
- (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

## **8. Security of personal information**

8.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

8.2 We may store personal information you provide on servers operated by or used by others whose identity and privacy policies have been referenced in clause 6.2 above.

8.3 All electronic financial transactions entered into through our website will be protected by encryption technology.

- 8.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 8.5 You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

## **9. Amendments**

- 9.1 We may update this policy from time to time by publishing a new version on our website.
- 9.2 You should check this page occasionally to ensure you are happy with any changes to this policy. It is your responsibility to keep up to date with any changes.
- 9.3 We may notify you of changes to this policy by email.

## **10. Your rights**

- 10.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
- (a) the payment of a fee (currently fixed at GBP 10); and
  - (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).
- 10.2 We may withhold personal information that you request to the extent permitted by law.
- 10.3 You may instruct us at any time not to process your personal information for marketing purposes.
- 10.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

## **11. Third party websites**

- 11.1 Our website includes hyperlinks to, and details of, third party websites.
- 11.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

## **12. Updating information**

- 12.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

## **13. Cookies**

- 13.1 Our website may use cookies.
- 13.2 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser.

The identifier is then sent back to the server each time the browser requests a page from the server.

- 13.3 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 13.4 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- 13.5 We may use both session and persistent cookies on our website. Currently cookies we use may include mainly cookies to ease the functioning of your website experience, to assist analytics, aid re-targeting with adverts. As far as we are currently aware all our cookies are operated by third parties (albeit we anticipate implementing first party cookies when we establish our membership pages to aid your log-in). See clauses below.
  - 13.6.1 We use Google Analytics to analyse the use of our website.
  - 13.6.2 Our analytics service provider generates statistical and other information about website use by means of cookies.
  - 13.6.2 The analytics cookies used by our website have the following names:  
currently unknown
  - 13.6.3 The information generated relating to our website is used to create reports about the use of our website.
  - 13.6.4 Our analytics service provider's privacy policy is available at:  
<http://www.google.com/policies/privacy/>. You can disable Google Analytics cookies by installing the browser plugin available here  
<http://tools.google.com/dlpage/gaoptout>
- 13.7 We use the Facebook Pixel in order to make relevant offers or place relevant advertisements in front of you on the Facebook.com platform. To do this Facebook will track your behavior on our website which can enable us to be able to tailor advertisements and offers to your relevant interests at the time. Please see clause 14 below if you would like to opt out of this service.
- 13.8 Details of other third party cookies used by our website may include:
  - (a) Cookies used for Social Media (such as Facebook and Twitter), which may facilitate you interaction between our website and various social media websites. Facebook's privacy policy has been referenced above in clause 4.9. For twitter's privacy policy please see <https://twitter.com/privacy?lang=en>
  - (b) Cookies used in connection with Amazon's affiliate marketing schemes (see the terms and conditions above). For Amazon's privacy policy please see <https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=502584>



- (c) Cookies used to facilitate financial transactions in conjunction with secure services such as Sellfy, Gumroad, and/or Paypal. These privacy policies have been referenced in clause 4.7.
- (d) Cookies used to facilitate the collection of email addresses and or other information used in conjunction with services such as Active Campaign and/or Mail Chimp. These privacy policies have been referenced in clause 4.8.

13.9 Most browsers allow you to refuse to accept cookies; for example:

- (a) in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";
- (b) in Firefox (version 47) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and
- (c) in Chrome (version 52), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

13.10 Blocking all cookies will have a negative impact upon the usability of many websites.

13.11 If you block cookies, you may not be able to use all the features on our website.

13.12 You can delete cookies already stored on your computer; for example:

- (a) in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at <http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11>);
- (b) in Firefox (version 47), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and
- (c) in Chrome (version 52), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".

13.13 Deleting cookies will have a negative impact on the usability of many websites.

#### **14. Opting out of the collection and use of information for advertising targeting**

14.1 If you would like to opt out of the collection and use of information for advertising targeting we recommend you visit the following or other similar sites for further information and assistance:

(a) <http://www.aboutads.info/choices>

(b) <http://www.youronlinechoices.eu/>

## **15. Data protection registration**

15.1 We are not registered as a data controller with the UK Information Commissioner's Office because we are exempt under "core business purposes".

## **16. Our details**

16.1 This website is owned and operated by Arty Bart.

16.2 You can contact us by writing to the business address given above, by using our website contact form, by email to [artybartphotography@gmail.com](mailto:artybartphotography@gmail.com).

## **17. Jurisdiction**

17.1 Any dispute in accordance with this policy is to be governed by the laws of England and Wales.