## **Privacy Policy**

### 1.0 GENERAL

1.1. Welcome to our Website www.tinagelnere.co.uk, "The Website". The Website is provided by Tina Gelnere, ("Tina", "us", "we" or "our" for short) "You" and "Your" means you as the user of our Website.

## 2.0 ACCEPTANCE OF AGREEMENT

- 2.1. These terms and conditions ("Terms and Conditions") govern your use of the Website and the supply of all services and information via the Website. By accessing the Website, You agree to these Terms and Conditions. If You do not agree to these Terms and Conditions, You should not use the Website. You should read all the Terms and Conditions prior to using the Website. You should also print out a copy of these Terms and Conditions for future reference.
- 2.2. These Terms and Conditions, together with the Cookies Policy shall be collectively referred to as the "Agreement". This Agreement constitutes the entire agreement between You and us. If You are uncertain about any of its terms, email: contact@tinagelnere.co.uk.

### 3.0 ACCESSING OUR WEBSITE

3.1 . Access to our Website is dependent upon availability of the worldwide web and we accept no responsibility for Your inability to access our site arising out of circumstances beyond our reasonable control.

### 4.0 RELIANCE ON INFORMATION POSTED

4.1. Commentary and other materials posted on our Website are not intended as advice and should not be relied upon. To the fullest extent permissible by law, we disclaim all liability and responsibility arising from any reliance placed on such information and all terms, representations that might otherwise be implied in this Agreement are hereby excluded.

### 5.0 LINKING TO OUR WEBSITE

5.1. You may link to our home page, provided You do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

### **6.0 LIMITED LICENCE**

- 6.1. Subject to the terms of this Agreement, we grant You a non-exclusive, non-transferable, revocable, limited right to access, view, and print out one copy of this Website and all data, information, software graphics, images, text, posts and other content on the Website, ("Materials") on a single device.
- 6.2. You may only view, print out and use the Website and the Materials for Your own personal, non-commercial use. We expressly reserve all intellectual property rights in and to the Website and the Materials and Your use of the Website and Materials is subject to the following restrictions.

You must not:

- (a) remove any copyright or other proprietary notices contained in the Materials;
- (b) modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose;
- (c) transfer the Materials to any other person;
- (d) reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials in any way; without our prior written consent.
- (e) use any Materials from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties.

### 7.0 SUBMITTING MATERIAL FOR OUR WEBSITE

- 7.1. Any material you submit for our Website will be considered non-confidential and you grant us the right to display, copy, distribute, use, store and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 7.2. We have the right (but not the obligation) at our sole discretion to refuse, delete or remove any material if, in our opinion, such material does not comply with the content standards.

### 8.0 ACCEPTABLE USE

- 8.1 You warrant and undertake that all content submitted by you to our Website, including, but not limited to your name, all other names, postings, messages, text, files, images, photographs, video, sounds likenesses, graphics, logos, marks, and all other information shall not:
- 8.2. Infringe trademarks, copyrights, and rights of privacy, publicity or intellectual property rights of any other person.
- 8.3. Contain any malicious code such as viruses, trojan horses or other harmful or material or programs; or. violate any applicable law, statute or regulation. Be inaccurate where it states facts or disingenuous where it states opinions;
- 8.4. Contain any content that is abusive or racially, culturally, or ethnically offensive, libellous, defamatory, indecent, vulgar, obscene, pornographic, sexually explicit, harmful, harassing, intimidating, hateful, objectionable, fraudulent, discriminatory, or which may or may appear to, impersonate any third party, does not infringe any other person's rights (for example, You should own all the rights in Your Content i.e. it should be original and may not include any music soundtrack or any copyright protected work (the rights in which are owned by a third party) as part of Your Content which you submit, unless You have obtained all necessary consents and licences to do so);
- 8.5. does not violate any law, rule or regulation in any way.
- 8.6 You shall indemnify, compensate and reimburse us, and any of our agents and representatives against any claim received, or damages suffered, by us resulting from submission of Your Content.

### 9.0 TRADE MARKS

9.1 We expressly reserve all rights in and to the domain name tinagelnere.co.uk, the trading name "Tina Gelnere" and all other related service marks, trading names or other trade marks relating to our products and services. Other trade marks, products and company names mentioned on the Website may be trademarks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

### 10.0 THIRD PARTY SITES AND CONTENT

10.1 The Website and the Materials may contain links to third party websites. If You decide to visit any third party site, You do so at Your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites. Links do not imply that we or this Website is affiliated or associated such sites. Third party content may appear on the Website or may be accessible via links from the Website. We are not responsible for and assume no liability for such content.

### 11.0 EXCLUSIONS AND DISCLAIMERS

- 11.1 To the fullest extent permissible by law, we exclude and disclaim terms and conditions, and representations that might otherwise be implied by law in relation to this Website, the Materials and/or all services supplied by us in connection with this Website.
- 11.2 We shall not be liable under this Agreement for any indirect, special, incidental or consequential damages whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.
- 11.3. The materials on this Website may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials. Any reliance on any such opinion, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Website and to make any changes to the features, functionality or content of the Website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content on the Website.
- 11.4. We do not represent or warrant that the Website will be error-free, free of viruses or harmful components, or that defects will be corrected.
- 11.5. We will not be in breach of this Agreement nor be liable for any failure or delay in performance of our obligations under this Agreement, arising from or attributable to acts, events, omissions or accidents beyond our reasonable control.
- 11.6. In such circumstances, Your corresponding obligations will be suspended to the same extend as ours and we will use all reasonable endeavours to carry out our obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

## **12.0 OUR LIABILITY**

12.1. Nothing in this Agreement shall exclude our liability for: a) anything else that cannot be excluded or limited by us under English law (b) fraudulent misrepresentation; and/or

- 12.2. Our aggregate liability to you in connection with any claim arising out of or relating to the Website, the Materials and the services provided in connection with the Website or otherwise shall be limited to the amount paid by You in relation to that claim.
- 12.3. You shall compensate and hold us and our partners, affiliated companies, agents, officers, directors, employees harmless against all liabilities, losses, claims and expenses, including reasonable legal fees, incurred by the same in connection and/or arising out of You breach of the terms of this Agreement.

## 13.0 LEGAL COMPLIANCE AND APPLICABLE LAW

- 13.1 . You shall comply with all applicable laws and regulations in England and Wales in connection with Your use of the Website and the Materials that appear on it.
- 13.2. The laws of England and Wales shall apply to this Agreement and this Agreement shall be interpreted under English law Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- 13.3. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

# **Cookies Policy**

## Tina Gelnere's commitment to privacy

We are committed to protecting your privacy and processing your personal data in accordance with the General Data Protection Regulation (GDPR) 2018. This policy explains how the information we collect about you is used and kept securely. It also explains your privacy choices when using the Tina Gelnere's website www.tinagelnere.co.uk as well as your right to access your information under the GDPR.

## Use of cookies and how to disable

A cookie is a piece of text that a website transfers to your computer's hard disk in order to remember who you are. Cookies interact with your computer and our website faster and easier by remembering the registration details and preferences from previous visits. Typically, a cookie will contain the name of the website from which the cookie has come, the lifetime of the cookie and a value. The use of cookies does not give us access to the rest of your computer and only the site that created the cookie can read it.

## The information we collect about you

Through our website, we may collect the following information about you:

1. Information about your browser and machine, your rough geological location and the time spend on our website.

2. Your IP address (a unique identifier that computers and devices use to identify and communicate with each other), which is automatically recognised by the web server.

## How we use your information

We may use your personal information for a number of purposes, including:

- 1. To deal with your requests and enquiries.
- 2. To contact you for reasons related to your enquiry.
- 3. To notify you about news from Tina Gelnere.
- 4. To use your IP address to monitor traffic and gather browsing behaviours of visitors to our websites.
- 5. To create meaningful, actionable analysis that will help us to understand how Tina Gelnere is being talked about and to react accordingly. Your personal information will not be used for marketing purposes or any other services unless you have specifically agreed to let us contact you for these purposes.
- 6. We will only share your personal information with a third party if required to do so by law or for the purposes of crime prevention or detection.

## We use the following types of cookies:

- 1. **Session cookies:** to ensure you are recognised when you move from page to page within our site and that any information you enter is remembered.
- 2. **Persistent cookies:** to recognise you as a unique visitor to our website so that we can tailor content to match your interests.
- 3. **Google Analytics:** We are required by Google to disclose the following information to you in our Privacy Statement in connection with our use of any Google Analytics for Display Advertising features on our website:
  - o Third party vendors, including Google, use cookies to serve ads based on a user's previous visits to your website or other websites.
  - Google's use of advertising cookies enables it and its partners to serve ads to your users based on their visit to your sites and/or other sites on the Internet.
  - Users may opt out of personalised advertising by visiting Ads Settings.
    (Alternatively, you can direct users to opt out of a third-party vendor's use of cookies for personalised advertising by visiting www.aboutads.info.)

#### **Notes**

At the present time it is not technically possible for us to allow you to carry your settings with you between your browsers and devices, so you will need to change these settings from each browser you use.

Please also be aware that we make every effort to respect your choices, however, there is the possibility that not all cookies will be captured. If this is a concern, then we recommend that you change your cookie settings via your browser – your browser help function will tell you how.

## For further information visit: www.aboutcookies.org.

### Third party cookies

To support our website experience, we sometimes embed photos and video content from websites such as Twitter, YouTube, EventBrite. Pages with this embedded content may present cookies from these websites. Similarly, when you use one of the share buttons on our website, a cookie may be set by the service you have chosen to share content through. Tina Gelnere does not control the dissemination of these cookies and the tool mentioned above will not block cookies from those websites. You should check the relevant third party website for more information about these.

## Finding out what information tinagelnere.co.uk holds on you

Under the General Data Protection Policy 2018, you can ask to see any personal information that we hold about you. Such requests are called subject access requests. If you would like to make a subject access request, please contact contact@tinagelnere.co.uk.

You will also need to provide two forms of identification, for example, driving license, utility bill or passport and, if appropriate, any particulars about the source or location of the information you are requesting.

## **Contacting Tina Gelnere about this Privacy Policy and Cookies Policy**

If you have any questions or comments about this Privacy Policy please write to us:

contact@tinageInere.co.uk

## **Privacy Policy and Cookies Policy Updates**

We regularly review our Privacy Policy and updates will appear on this page when necessary. Last updated: July 23, 2018 at 21:09 pm.