

Privacy Policy

1) Introduction

Stephen Aitcheson (hereinafter [the] “Artist”) is committed to protecting the privacy of the users and/or customers (hereinafter [the] “Client”) of www.kecukraftwork.weebly.com (hereinafter [the] “Website”). This Privacy Policy (hereinafter [the] “Policy”) is written to help the Client understand: what information the Artist/Website gathers; how it is used; what is done to protect it; and to assist the Client in making informed decisions when using the Website.

2) Consent

By accessing and/or using the Website, the Client accepts the Website Policy and Terms and Conditions. As such, the Client consents to the Artist and/or Website collecting, storing, using and/or disclosing Client personal information, as described in the Policy. In addition, by using the Website or services across partnered and/or unaffiliated sites, the Client accepts the policies and practices described in the Policy. Each time the Client visits the Website, or uses the services therein, and any time the Client voluntarily provides the Artist/Website with information, the Client agrees and consents to the collection, use and disclosure of the information that the Client provides unto the Artist/Website; and the Client also consents to receiving e-mails or otherwise to be contacted, as described in the Policy. Whether or not the Client submits a comment or creates any kind of account with the Website, the Policy applies to every Client of the Website and all services within.

In continuing use, the Client agrees to the conditions set within this Policy.

3) Collected Information

The Artist and/or Website may collect both ‘Non-Personal Information’ and ‘Personal Information’ about the Client. ‘Non-Personal Information’ includes information that cannot be used to personally identify the Client, such as: anonymous usage data; general demographic information; referring/exit pages and URLs; platform types; preferences submitted by the Client; and preferences that are generated based on the data submitted and the number of clicks. ‘Personal Information’ includes information that can be used to personally identify the Client. Examples include, but are not limited to: the Client name; address; and e-mail address.

In addition, the Artist/Website may also track information provided by the Client browser or by the Website mobile application when the Client views or uses the Website, such as: the website the Client came from (known as the ‘referring URL’); the type of browser the Client

uses; the device from which the Client connected to the Website; the time and date of access; and other information that does not personally identify the Client. The Artist can use this information for, among other things: the operation of the Website; to maintain the quality of the services provided; to provide general statistics regarding use of the Website; and for other business purposes. The Artist/Website tracks this information using cookies, or small text files, which include an anonymous unique identifier. Cookies are sent to the Client browser from Artist servers, and are stored on the Client computer hard drive. Sending a cookie to a Client browser enables the Artist to collect Non-Personal Information about that Client, and keep a record of the Client preferences when utilizing the Website services, both on an individual and collective basis. The Artist may use both 'persistent' and 'session' cookies. Persistent cookies remain on Client computer after the Client closes the session and until the Client deletes them; while session cookies expire when the Client closes the browser. Persistent cookies can be removed by following the Internet browser help file directions. If the Client chooses to disable cookies, some areas of the Website may not work properly.

4) How Information is Used and Shared

4.1) Personal Information

In general, the Artist does not sell, trade, rent or otherwise share the Client Personal Information with third-parties without consent by the Client. The Artist may share Client Personal Information with vendors and/or other third-party providers who are performing services for the Artist/Website. In general, the vendors and third-party providers used by the Artist/Website will only collect, use and disclose Client information to the extent necessary to allow them to perform the services they provide for the Artist/Website. For example, when the Client provides the Artist with personal information to complete a transaction (verify credit/debit card information, place an order, arrange for a delivery, and/or return a purchase), the Client consents to the Artist collecting and using such Personal Information for that specific purpose; including by transmitting such information to associated vendors (and their service providers) performing these services for the Artist/Website.

However, certain third-party service providers, such as payment processors, have their own Privacy Policies in respect of the information that the Artist is required to provide to them in order to use their services. For these third-party service providers, the Artist recommends that the Client reads their Privacy Policies so that the Client can understand the manner in which Personal Information will be handled by such providers.

In addition, the Artist may disclose Client Personal Information if required to do so by law, or if the Client violates the Terms and Conditions.

4.2) Non-Personal Information

In general, the Artist uses Non-Personal Information to help improve the services of the Website and customise user experience (UX). The Artist also collects Non-Personal Information in order to track trends and analyse use patterns of the Website. The Policy does not limit in any way the use or disclosure of Non-Personal Information by the Artist; and the Artist reserves the right to use and disclose such Non-Personal Information to associated partners, advertisers and other third-parties at the sole discretion of the Artist.

5) How Information is Protected

The Artist implements reasonable precautions in order to protect Client Personal Information and to ensure that such Personal Information is not accessed, disclosed, altered, and/or destroyed. However, these measures do not guarantee that Client information will not be accessed, disclosed, altered and/or destroyed by breach of such precautions. By using the Website and its services, the Client acknowledges, understands, accepts and agrees to assume these risks.

6) Client Rights Regarding the Use of Personal Information

The Client has the right at any time to prevent the Artist from contacting the Client for marketing purposes. When the Artist sends a promotional communication to a Client via Weebly, the Client can opt out of further promotional communications by contacting the Artist using the e-mail address provided in Section 13 of this Policy. Please note that aside the promotional preferences the Client indicates by either unsubscribing or opting out of, the Artist may continue to send the Client administrative e-mails; including, for example, periodic updates to the Website Privacy Policy and/or Terms and Conditions.

7) Weebly

The Website is hosted by Weebly, Inc. ("Weebly"), a subsidiary company of Square, inc. Weebly provides the Artist/Website with the online e-commerce platform that allows the Artist to provide commercial services. Client information, including Personal Information, may be stored through Weebly servers. By using the Website and its services, the Client consents to Weebly collecting, disclosing, storing, and/or using Client Personal Information in accordance with Weebly Privacy Policy available at: <https://www.weebly.com/privacy>.

8) Links to Other Websites

As part of the Website and the services within, the Artist/Website may provide links to or compatibility with other websites or applications. However, the Artist is not responsible for the privacy practices employed by those websites or the information or content they contain. This Policy applies solely to information collected by the Artist through the Website. Therefore, this Policy does not apply to the Client use of a third-party website, accessed by selecting a link via the Website. To the extent that the Client accesses or uses the Website through or on another website or application, then the Privacy Policy of that other website or application will apply to the Client access or use of that site or application. The Artist encourages the Client to read the privacy statements of other websites before proceeding to use them.

9) Age of Consent

By using the Website, the Client accepts and confirms to being at least 16 (sixteen) years of age.

10) Changes to Privacy Policy

The Artist reserves the right to change the Privacy Policy and Terms and Conditions at any time. If the Artist decides to change the Policy, the Artist will post the changes on this page, so that the Client is always aware of what information is collected, how it is used, and under what circumstances it is disclosed. Any such modifications become effective:

- 28 days to the date of the change, should sudden changes pose a likelihood of extensively affecting the Client or Website usability, or such later date as the Artist indicates.
- Immediately upon the date of posting (or such later date as the Artist indicates), if the changes are not reasonably capable of extensively affecting the Client or Website usability.

It is the responsibility of the Client to check the Website from time to time, to view any such changes to the terms of this Policy. If the Client does not wish to be governed by the new version of the Policy, the Client must cease to use the services and Website; consequently, neither the Artist nor Website will have any liability to the Client. If the Client has provided an e-mail address to the Artist, the Client provides the Artist permission to e-mail the Client for the purpose of notification, as described in Section 6 of this Policy.

11) Merger or Acquisition

In the event that the Website and/or Weebly undergo a business transaction such as a merger or acquisition by another company, or sale of all or a portion of Website assets, the Client Personal Information may be among the assets transferred. The Client acknowledges and consents that such transfers may occur, that such transfers are permitted by this Policy, and that any acquirer of the Website and/or Weebly assets may continue to process Client Personal Information as proposed in this Policy. If the Website information practices change at any time in the future, the Artist will post the Policy changes here so that the Client may opt out of the new information practices. The Artist suggests that the Client checks this Policy periodically, if the Client is concerned about how information is used.

12) E-mail communications and Opting Out

The Artist may send the Client Website-related announcements on occasions when it is necessary to do so. For instance, if the Website is temporarily suspended for maintenance, or a new enhancement is released, which will affect user experience (UX), the Artist may send the Client an e-mail. Generally, the Client may not opt-out of these communications, which are not promotional in nature. Based upon the Personal Information that the Client provides to the Artist, the latter may communicate with the former in response to enquiries, to provide the services the Client has requested, and/or to manage the Client account. The Artist will communicate with the Client primarily by e-mail, but alternative communicative arrangements can be made upon request. The Artist may also use Personal Information to send the Client updates and other promotional communications. Should the Client no longer wish to receive those e-mail updates, the Client may opt-out of receiving them by directly contacting the Artist via the e-mail address provided below.

13) Contacting the Artist and Withdrawing Consent

Should the Client have any queries regarding this Policy or the practices of the Artist and/or Website, or wish to withdraw consent for the continued collection, use or disclosure of Personal Information, please contact the Artist by sending an e-mail to: kecukraftwork@gmail.com.

14) General

The Policy is intended to contain a mutual agreement and a foundation of rules between the Artist and Client, in relation to the services of the Website.

Only the Client and Artist shall be entitled to enforce the Policy. Under no circumstances shall any third-party be entitled to enforce the Policy conditions, whether on behalf of the Client, on behalf of themselves or on behalf of another party.

If any of the Policy conditions are found to be invalid, this shall not affect the validity of the remaining conditions, which shall remain fully enforceable. Failure to act with respect to a breach of the Policy by the Artist, by the Client or by another party, does not waive the Artist rights to act with respect to subsequent or similar breaches. The Client and Artist each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with the Policy. The Policy and use of data handling shall be governed by English law.

The Artist may keep separate files of past and present Policy conditions entered into by the Client for use of the Website. However, to ensure Client rights are best represented, please make a durable copy of the Policy by printing and/or saving a downloaded copy on own computer. The Policy is offered in English only.

The Policy takes effect from: Wednesday 1st May, 2019.