

## **Terms and Conditions**

#### General

By using this site you are agreeing to the Purple Vision terms and conditions of use relating to it, together with our policies on privacy and data protection for users of the site. If you do not agree with the Terms and Conditions, which Purple Vision may at its discretion, update from time to time without prior notice, then please do not use the site.

References to "you", "your" and "yours" are references to the person accessing the site. References to "we", "us" and "our" are references to Purple Vision or its subsidiary companies.

If you have any general enquiries about the site or these Terms and Conditions, please email enquiry info@purple-vision.com.

### **Your Privacy and Data Protection**

As relationship marketing professionals we take user privacy very seriously. Our goal is to maintain the trust of everyone who visits our web sites. It is our policy that no information of any kind, from any source about visitors to this site, our clients or our clients' customers, is sold or released to anyone else without the prior consent of the visitor, client or client's customer, except where we are compelled to do so by appropriate force of law. This includes e-mail registration to mailing lists, contact forms, and browsing logs.

From the activity of visitors to our web sites we generate reports of behaviour to help us understand what users find most useful about our sites. These reports contain personally identifiable information only if you choose to identify yourself. We collect the following types of non-personally-identifiable information about users who visit our Web site: IP address (a unique number assigned to every computer on the Internet); domain type (i.e., .com, .net, or .edu.) and standard information included with every communication sent on the Internet. From this standard information we can infer your browser version and type (i.e., Netscape or Internet Explorer); operating system (i.e., Windows or DOS); browser language (i.e., Java or Unix); service provider (eq. Freeserve or AOL) and how you navigate the pages you visit within our site.

#### **Registration of Feedback Policy**

If you wish to register feedback, we will ask you for some basic details including your name, telephone number and email address. This information will be used to process your request.

Occasionally we may offer you the opportunity to participate in surveys, which help our research into the types of services offered. Surveys may also be carried out as part of other services. We will store the data you enter and only use it for the purpose declared. We will not pass this information on to third parties without your consent.

#### Postal, Email and Telephone Privacy Policy

If you supply us with your telephone number, you may receive telephone contact from us with information. You may also receive telephone contact from us with information regarding new products and services or upcoming events. If you supply us with your postal address you may receive periodic mailings from us with information on new products and services or forthcoming events. Your email address may be used by us to notify you about updates to the site and/or contact you for marketing purposes.

Your contact details information will not be shared with organisations outside of Purple Vision. If you do not wish to receive telephone calls or mailings, please let us know by emailing enquiry <u>info@purple-vision.com</u>.



#### Terms and Conditions of use of the Site

Please note that these terms and conditions relate to use of the site. Copyright, trademarks and Intellectual Property Rights protect the content of the site together with products and services available from it. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising shall be exclusively subject to the jurisdiction of the courts of England and Wales.

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### Liability

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### Indemnity

You hereby agree to indemnify and hold harmless Purple Vision from and against any and all claims, charges, demands, damages, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Purple Vision directly or indirectly by reason of any act or omission which you commit in breach of these terms and conditions and the obligations and warranties contained in them.

#### Copyright

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### Linking to the Site

Sites and users linking to the site must accept the Terms and Conditions of the site. Purple Vision reserves all rights to copyright. Purple Vision expressly reserves the right to request that any link in breach of these Terms and Conditions be removed and to take whatever other action it deems appropriate. Any web site that links to the site:

- May not be using the link to generate referrals
- May link to, but not replicate, the site
- Must not create a frame or any other browser or border environment around the Content
- Must not in any way imply that Purple Vision is endorsing it or its products or services
- Must not misrepresent its relationship with Purple Vision
- Must not present false information about Purple Vision
- Must not use any Purple Vision trademarks displayed on the site without permission from Purple Vision
- Must not be a web site that infringes any intellectual property or other right of any person or that otherwise does not comply with all relevant laws and regulations
- Must not be a web site that contains content that could be construed as distasteful, offensive or controversial
- Must not deep link to pages within the site

### **Disclaimer**

Purple Vision has checked all linked sites listed; however, the content of some sites may have altered after Purple Vision has visited them. Purple Vision is not responsible for the content of any external web site that the site links to. Links to third party sites are provided only for convenience, and this does not imply endorsement of any such sites by Purple Vision. If you find any sites, irrelevant, unacceptable or offensive then please do let us know.

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# **Cookie Policy**

#### The Law

26th May 2011 saw alterations made to Regulation 6 of the Privacy and Electronic Communications Regulation 2003 (PECR) which focussed on electronic privacy and in particular the use of website cookies. This resulted in a new EU and UK law being passed. The following is the new addition to Regulation 6:

 A person shall not store or gain access to information stored in the terminal equipment of a subscriber or user unless the requirements of paragraph [2] are met.

The requirements are that the subscriber or user of that terminal equipment:

- Is provided with clear and comprehensive information about the purposes of the storage of, or access to, that information; and
- Has given his or her consent.
- In plain English, the law states those people whose websites set cookies must:
- Tell users what the cookies are.
- Explain what the cookies are doing.
- Obtain the user's consent to store most (all cookies except one deemed 'strictly necessary' require the user's permission to be used) cookies on their device.

Purple Vision Ltd

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#### **Cookies**

A cookie is a small text file that is put on a user's computer when they visit and/or do things on a website. Cookies have been around for years and carry data and not code, so are unable to transmit anything dangerous. The main job of a cookie is to remember things — ranging from your favourite font size or what marketing material you are likely to browse, both with different levels of intrusiveness.

### **Types of Cookies**

There are four types of cookies, session, persistent, first-party and third party.

- Session cookies Only remain active whilst visiting the website. Stores the fact that you have logged on to the website. Usually deleted by the web browser and deemed unobtrusive.
- Persistent cookies Can last for years and are not deleted by the web browser. Are used by Google's
  new remarketing service and deemed more intrusive than session cookies as this data is used by
  third-parties.
- **First-party cookies** Cookies set up by the visiting website. The cookie can only read pages that it was designated to by the creator. Deemed unobtrusive, yet depends on the scale of the website.
- Third-party cookies Considered more obtrusive. Website 'A' is visited by user 'Bob'. Website 'B' has created a cookie to read from 'A'. The creator of the cookie is untraceable from both websites. The cookie can then be used for marketing and building up a browser history of Bob across all the websites he visits that have this cookie attached to them.

#### **Our Website**

This website uses the following cookies on each page:

- Session cookies to enhance your browsing quality by allowing us to know what pages you visit on this website and others.
- Google Analytics we use this information to compile reports on website usage, visitor sources and analyse browser versions.