

## HIHI AI STUDIO – TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”), which incorporate the Privacy and Cookie Policy and End User Licence Agreement, govern your use of (the “Site”) accessed through the HIHI AI Studio (gstudio.co.uk) domain or otherwise, and any recordings acquired through it. By accessing and using the Site you accept all parts of these Terms. If you do not agree to them, please do not use this site.

4Com Network Services Limited (“Us”, “We” or “Our”) is a company registered in England and Wales (company number 06472696) whose registered address is at One Lansdowne Plaza, 24 Christchurch Road, Bournemouth, BH1 3NE with VAT Registration Number GB876340014.

1. All materials and content (including but not limited to all recordings on the Site) (the “Content”) contained on the Site is the property of Us, Our affiliates and/or Our licensors. The Content may not be used except as provided for in these Terms unless you have the prior written consent from Us, Our affiliates and/or any third party licensors (as the case may be). Where Content published on the Site is supplied by third parties, you acknowledge and agree that We cannot control and do not purport to endorse such Content in any way. We publish all Content offered by third parties in good faith, but We do not (to the fullest extent permitted by law) accept any responsibility for the accuracy, reliability, timeliness or otherwise of such Content (whether published on or offline) or for the consequences of using such Content.
2. The services provided through this Site are for commercial use. You may only make use of the Content to the extent necessary to allow you to use the Site and the services provided through it. You shall not use any Content and/or the Site for any illegal or immoral purpose, or frame, link or deep-link this Site to any other website without Our prior written consent. In particular, you agree that you will not:
  - 2.1 use the Site for the posting, transmitting or creation of any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind.
  - 2.2 record anything that by doing so may infringe the intellectual property rights of others. You hereby agree to indemnify Us and hold Us harmless against all costs, damages, losses (direct or indirect) and/or expenses (including but not limited to legal fees) that We incur because of your breach or threatened breach of this clause.
- 2.3 upload files that contain viruses, Trojan Horses, worms, malware, corrupted files or any other such similarly malicious features.
- 2.4 in any other way damage, disable or impair the operation of this Site or attempt to gain unauthorised access to the Site or to networks connected to it, through hacking, spoofing or other such similar means.
- 2.5 submit multiple messages as one recording with the intention of subsequently separating the recording(s) into individual files in order to make use of, or to provide to third parties. Each recording you require must be ordered separately. Breach of this clause will result in additional charges, calculated by Us acting reasonably as though the multiple messages had been individually uploaded.
3. The Content and the Site are protected by copyright, database right, trademark law and/or other intellectual property rights globally. The owner(s) of these rights is/are Us, Our affiliates and/or third-party licensors. You acquire no rights or licences in or to the Site or any Content, other than the limited right to use the Site in accordance with these Terms or in order to use Our services. All product and company names and logos mentioned on the Site are the trademarks and/or trading names of their respective owners (which in some cases is Us). Unless you have Our prior written consent, you may not modify, copy, reproduce, republish, disseminate, decompile, reverse engineer, create derivative works from, interfere with, display, circulate, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Site, including (but not limited to) text, graphics, audio, video, messages, code and/or software.
4. Our policy is not to accept or consider creative materials, ideas or suggestions other than those We specifically request. This is to avoid any misunderstandings if your ideas are similar to those We have developed, or may go on to develop, independently. If you transmit any such material to Us by any means, you will be deemed to have granted Us and Our affiliates a perpetual, worldwide, royalty-free, irrevocable licence to use such material in any way We deem fit, including granting sub-licences to third parties.
5. Where you must complete a registration process in connection with the Site, you must provide current, complete, and accurate information about yourself as prompted. If you need to change any of your personal details, you may do so by clicking on “Edit Profile”. We will process your personal information in accordance with Our “Privacy and Cookies Policy”. You are solely responsible for all use of, and for protecting the confidentiality of, any username, email verification and password used by you in connection with the Site. You may not share these with any third party. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding the Site that comes to your attention.
6. The End User Licence Agreement (“EULA”) will govern your use of the Site. By using this Site you accept the terms of the EULA. If there is any conflict between these Terms and the EULA, the EULA shall prevail to the extent that such conflict relates to your use of the Site.
7. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date. We do not, however, make any representations, warranties, or guarantees (whether expressed or implied) that the Content is complete, accurate, or up to date.
8. We assume no responsibility for the contents or privacy practices of any other websites to which the Site has links. We shall not be held responsible or liable for any loss or damage caused by your use of or reliance on any content, goods or services available on such third-party sites.
9. You may link to Our Site, provided that you do so:
  - a) in a fair and legal manner.
  - b) in no manner that suggests any association, endorsements, or approval on Our part, where none exists.
  - c) without using any logos or trademarks displayed on Our Site without Our prior written consent, and
  - d) in no manner that We reasonably believe may damage Our reputation or take unfair advantage of it.
10. You may not link to or put on Our Site from any other site, content of which contains material that:
  - a) is sexually explicit.
  - b) is obscene, deliberately offensive, hateful, or otherwise inflammatory.
  - c) promotes violence.
  - d) promotes or assists in any form of unlawful activity.
  - e) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age.
  - f) is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.
  - g) is calculated or is otherwise likely to deceive another person.
  - h) is intended or is otherwise likely to infringe (or to threaten to infringe) another person’s privacy.
  - i) misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive.
  - j) implies any form of affiliation with Us, where none exists.
  - k) infringes, or assists in the infringement of, the intellectual property rights of any other party, or
  - l) is made in breach of any legal duty owed to a third party, including (but not limited to) contractual duties and duties of confidence.
11. You acknowledge that, if you breach these Terms, We may suffer loss and damage (which may or may not arise out of third party claims against Us due to any such breach). You agree therefore that you will reimburse Us all reasonable costs, losses and expenses (including Our lawyers’ fees) incurred by Us or by Our affiliates and/or licensors, if We incur them because of your breach of these Terms. We may terminate these Terms immediately and without liability if you breach any of these Terms.
12. This Site, the Content, and any software products and services offered through this Site are provided on an “as is” and “as available” basis. We make no representations or warranties of any kind with respect to this Site, the Content, or such software products and services and, to the fullest extent permitted by law, We exclude any conditions, representations or endorsements, express or implied warranties or terms, including (but not limited to) those as to the availability, quality, timeliness, performance or fitness for a particular purpose of any of the Content or the products or services available on the Site.
13. To the fullest extent permitted by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
14. We hereby exclude all implied conditions, warranties, representations, or other terms that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business, or revenue, loss of business opportunity, goodwill, or reputation, loss of anticipated savings, business interruption, or for any indirect or consequential loss or damage.
15. The limitations of liability included in these Terms apply only to the use of Our Site and not to the sale of paid content, which is governed by the EULA.
16. You are responsible for ensuring that your computer system meets all technical specifications necessary to use, and is compatible with, the Site. We do not make any warranty that the Site or its servers are free from viruses, worms, malware, Trojan Horses or anything else that has contaminating or destructive properties. We shall not be liable for any damage to, or viruses that may infect, your computer equipment or other property following your access to, use of, or browsing on the Site and/or your downloading of any Content. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy Save in respect of death or personal injury resulting from Our negligence, or Our fraud, neither Us nor any of Our directors, employees or other representatives will be liable for loss of damage, whether direct or indirect and howsoever arising, out of or in conjunction with your use of the Site or Our service.
17. We reserve the right to terminate your access to this Site at any time with or without cause or notice. Any person who holds such a suspended or terminated account must not re-register on the Site without Our prior consent.
18. We reserve the right to assign or sub-contract any or all of Our rights and obligations under these Terms.
19. Neither of us will be liable for any breach of these Terms due to causes beyond Our reasonable control.
20. We reserve the right to update these Terms at any time. When We do so, We will publish the amended version on the Site. The amended Terms will take effect from the time they are first published on the Site, and from then on will govern your use of it. If you do not agree with any amended Terms, you must stop using the Site.
21. If any provision(s) of this Agreement is/are held to be illegal, invalid or unenforceable, such provisions will be severed and the remainder of this Agreement shall continue in full force and effect. No waiver by Us shall be construed as a waiver of any past or future breach of any provision of these Terms.
22. These Terms, the Privacy and Cookie Policy and the EULA contain the entire agreement between Us and you relating to your use of the Site and Our service and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between Us and you.
23. These Terms shall be governed by and construed in accordance with the laws of England and Wales.
24. Any disputes concerning these Terms, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## END USER LICENCE AGREEMENT “EULA”

1. **Scope of Agreement**
- 1.1 This Agreement governs Your purchase and use of Our telephony audio services (the “End User Services”).
2. **Grant of Service, Restrictions**
- 2.1 You may use the End User Services solely for Your legitimate, internal business purposes.
- 2.2 You agree that the End User Services will not be used:
  - a) in a manner that violates, or in a manner that facilitates the violation of, any applicable law, rule or regulation.
  - b) in a manner that violates, or in a manner that facilitates the violation of, the rights of any third party, including, without limitation, the intellectual property or privacy rights of any third party.
  - c) in a manner that negatively affects Us or Our systems or networks.
  - d) in a manner that negatively affects a third party’s use and enjoyment of the End User Services, or any other services provided by Us.
- 2.3 Any recordings made or delivered as part of the service, whether bespoke for the End User or standard shall remain the property of Ours or Our affiliates and partners and We shall provide a non-exclusive license to use the recordings as part of the End User Services during the Term.
- 2.4 You also agree to:
  - a) use the End User Services in accordance with all applicable Internet and telecommunications policies and procedures, including, without limitation, all guidelines issued by Ofcom in the UK, or other regulatory body in other countries.
  - b) use the Services in accordance with all applicable music licensing regimes, including, without limitation, all guidelines issued by the Performing Rights Society.
  - c) fully cooperate with Us in connection with its provisioning and Your use of the End User Services.
3. **End User Credentials**
- 3.1 In no event will We be liable for any unauthorised use or misuse of Your username(s), password(s), or (as applicable) credentials. You shall be solely responsible for the protection of your credentials.
4. **Ownership**
- 4.1 Other than the limited right to use the end user services in accordance with the terms of this agreement, you do not have any proprietary or other rights in and to the end user service (including, without limitation, performance data and our data) or any documentation associated therewith. All ownership and intellectual property rights in and to the end user services, including all recordings made available under the service other than end user content, any documentation associated therewith and any copy of the same made by you remains with us/our service providers.
- 4.2 You acknowledge and agree that We do not exercise any control over any data, information or other content that End Users upload to the Our systems or networks or otherwise transmit to Us or Our systems or networks via Your use of the End User Services (“End User Content”), and that You are solely responsible for End User Content. Furthermore, You acknowledge and agree that We will have no liability or responsibility for any End User Content. End User shall be solely responsible for ensuring they have all rights necessary to use and upload music before doing so.
- 4.3 We or our Service Providers shall exclusively own all right, title, and interest to data produced by the Our systems and networks in the course of the delivery of the End User Services.
- 4.4 For the purposes of this Agreement, the term “Reseller Data” means all information, data and specifications provided by Us through the End User Services. Reseller Data is Confidential Information. Accordingly, You may not disclose Reseller Data to any third party without the Our express, prior written consent in each instance, which We are under no obligation to provide. In the event that We consent to the disclosure of Reseller Data in accordance with the foregoing, You will provide Us with reasonable attribution for any disclosure or publication of the Reseller Data. We will have no liability to any third party to which You disclose any Reseller Data (whether with Reseller’s consent or in violation of this Agreement), including without limitation any operator of a third-party measurement target. You may not sell, re-sell, distribute, transmit, display, disclose, divulge, reveal, report, publish or transfer the End User Service or the Reseller Data to any third party or reproduce or create derivative works based upon the End User Service or Reseller Data, or any portion thereof, without Our express permission.
5. **Confidentiality**
- 5.1 You shall not disclose the Confidential Information, or any part thereof, to any third party. You shall only use the Confidential Information to exercise Your rights and obligations under this Agreement. Furthermore, You agree to use the same degree of care to protect the Confidential Information from accidental and/or unauthorised use and disclosure as You use to protect Your own confidential information, but in no event shall such degree of care be less than the standard degree of care. For the purposes of this Agreement, “Confidential Information” means (i) any and all documents and other materials that are marked as being confidential or proprietary, and (ii) any and all information that one would reasonably deem to be confidential given the nature of the information and the circumstances regarding its disclosure, including, but not limited to, trade secrets, object and source code, know-how, proposed products and services, research and development, business forecasts, finances and customer lists.
6. **Privacy Policy**
- 6.1 You hereby agree to the terms of, and expressly consent to the collection and use of personal data in accordance with, the Our Privacy and Cookies Policy.
7. **RESTRICTION**
- 7.1 You hereby agree not to:
  - a) create or attempt to create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organisation of the End User Service, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law;
  - b) remove any End User Service identification or notices of any proprietary or copyright restrictions from any End User Service or any End User Service support material.
  - c) copy, modify, or translate the Software or, unless otherwise agreed, develop any derivative works thereof or include any portion of the Software in any other software program. And
  - d) separate the End User Service into component parts for distribution or transfer to a third party.
  - e) download any recordings for resale or otherwise broadcast except as envisaged under this Agreement, and for the avoidance of doubt use except as part of the End User Services on a telephone system.
  - f) use any recordings delivered by Us under the End User Services for any purpose other than transmission over a telephone network.
  - g) upload any recordings onto the system over which you do not have explicit rights to use.
  - h) use the Services in breach of the Fair Use Policy below. Services described as “Unlimited” are subject to this policy.
8. **FAIR USE POLICY:**
- 8.1 You agree not to use, the Services in such a way as to reduce the payment for the Services outside normal industry practice, including, but not limited to:
  - a) using a company account to generate Recordings that You use, sell or promote for any other organisation other than the specified company.
  - b) the request of Recordings that are unlikely ever to be used within a year.
  - c) the use, sale or promotion for sale of Recordings by You to a third party who is not an End-User.
  - d) where features or plans are described as “Unlimited” to use them outside normal industry practice, and specifically in respect of Messages the recording of many more Messages than would be used by a typical company for their telephone system (usually less than 25) and for the avoidance of doubt, system messages, voicebot messages, and messages intended for concatenation with other messages (e.g. days, months, years, times, numbers) are specifically excluded.
  - e) make any recordings of previews of any Messages or Compilations, whether audio water-marked or otherwise, and/or edit out watermarks.
9. **DISCLAIMER OF WARRANTIES**
- 9.1 Except as expressly set forth in this agreement, we and our affiliates do not make any additional promises, either express or implied, regarding our performance under this agreement. The services are provided on an “as-is” and “as available” basis, and we do not guarantee that the services will be free of any material faults, interruption, or unavailability.
- 9.2 To the maximum extent not prohibited by law, we hereby disclaim all warranties, both expressed and implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 9.3 **Limitation of Liabilities**
- 9.4 Limitation of liability for specific types of damages. To the maximum extent not prohibited by law, you agree that we and our affiliates will not be liable to you or any other person for any lost profits, revenues, or data, financial losses or any indirect, special, consequential, exemplary, or punitive damages regardless of whether such losses or damages arise from a breach of contract, or our or our employees’ negligence.
- 9.5 General limitation of liability. To the maximum extent not prohibited by law, our total liability arising from this agreement (including, without limitation, claims arising from our and/or our employees’ negligence, shall be limited to the amount paid by you for the services provided hereunder during the two (2) months immediately preceding the date on which the claim at issue accrued.
- 9.6 Limitation of remedies. Our sole liability and your sole and exclusive remedies for a failure to provide the services (including, but not limited to, faults, defects or periods of unavailability of the services, a failure of the services to conform to the descriptions set forth in this agreement) shall be limited to the provisioning of credits or a refund of fees paid (whichever the case may be) in accordance with the terms of the agreement relating to your purchase of the services entered into between you and us.
- 9.7 Miscellaneous. The limitations set forth in this section 9 apply to all causes of action in the aggregate. You acknowledge and agree that this section 9 represents a reasonable allocation of risk and that, in the absence of these limitations of liability, the terms of this agreement would be substantially different.
10. **Indemnification**
- 10.1 You agree to hold harmless and indemnify Us and Our affiliates, officers, agents, and employees from any third-party claim, suit or action (including, without limitation, governmental action, fines or penalties) arising from or related to the use of the End User Services provided hereunder and/or Your violation of this Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, administrative hearings, litigation costs and legal fees.
11. **Termination, Suspension, Modification, and Discontinuation of End User Services**
- 11.1 We may, in Our sole and unfettered discretion, suspend or terminate the End User Services at any time and for any actual, suspected or anticipated breach of this Agreement by You or any use of the End User Services that may negatively affect Us, Our systems or networks or any third party.
- 11.2 We may, in Our sole and unfettered discretion, alter or discontinue the End User Services, either in whole or in part, at any time and without notice.
- 11.3 We shall not be liable for termination or suspension of the End User Services in accordance with this Section 11 (Termination, Suspension and Modification of End User Services).

12. **Term, Termination**
- 12.1 The term of this Agreement shall commence once You are registered for the End User Service and shall expire upon the occurrence of any one of the following events: (i) the expiration or termination of the agreement (ii) the expiration or termination of the agreement entered into by and between You and Us pertaining to the resale and/or use of the End User Services.
- 12.2 In order to legitimately terminate the agreement You must provide a minimum of 30 days' notice prior to the expiry of the minimum term, failing which the agreement will automatically renew for a further 12-month term.
- 12.3 In addition to any other rights or remedies that We may have, We may immediately terminate this Agreement (i) for any actual, suspected or anticipated breach of this Agreement by You, and/or (ii) in the event that We believe, in Our sole discretion, that Your use of the End User Services negatively affects Us, Our systems or networks or any third party. Furthermore, the Reseller may terminate this Agreement without cause at any time and without notice.
- 12.4 Effect of Termination or Expiration
- (a) Upon the termination or expiration of this Agreement, all use of the End User Services must immediately cease, and You shall immediately return or destroy all copies of the Confidential Information disclosed to or obtained by You.
- (b) On termination of the Agreement for any reason, You shall immediately pay the charges in respect of the remainder of the minimum term.
- (c) The respective rights and obligations of the Parties hereto shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, if they should by law or by their nature ordinarily be deemed to survive, including, but not limited to, those rights and obligations set forth in Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17 and 18 of this EULA.
13. **Worldwide Services**  
We shall offer Our End User Services to you, in whichever part of the world you are in, on the premise that you agree to comply with the laws, rules and regulations of your country and area. You agree to hold the Us harmless of any liability that you may incur while using Our services in your own country and area.
14. **Relationship of the Parties**  
The performance by Us of Our duties and obligations under this Agreement and shall be that of an independent contractor, and nothing in this Agreement shall create or imply an agency relationship between the Parties, nor will the Agreement be deemed to constitute a joint venture or partnership between the Parties.
15. **Governing Law and Jurisdiction**  
This Agreement is governed by the substantive and procedural laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in England and Wales in any dispute arising out of or relating to this Agreement.
16. **Severability**  
If any provision of this Agreement is determined by a court to be invalid, illegal, or unenforceable, such determination shall not impair or affect the validity, legality, or enforceability of the remaining provisions of the relevant agreement, and each provision, or portion thereto, is hereby declared to be separate, severable, and distinct and the Parties shall use their best efforts to agree upon a substitute provision that comports as closely as possible with the intent and effect of the stricken provision, failing which the court shall construe the relevant agreement to as closely as possible achieve the intention of the parties had the stricken provision remained.
17. **Amendments**  
This Agreement may only be modified by written agreement of the Parties. Notwithstanding the foregoing, We may revise the terms of this Agreement, Our Privacy Policy for End User Services and Our Service Level Agreement for the End User Services from time to time and in Our sole discretion.
18. **Assignment**  
You may not assign any of Your rights or obligations under this Agreement without Our prior written consent. Any assignment of such rights or obligations in violation of this Agreement shall be null and void. Any valid assignment of Your rights and obligations under this Agreement shall not relieve You of any obligations or liabilities which arise prior to or on the date of such assignment.
19. **Entire Agreement and Waiver**  
This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between the Parties in relation to the subject matter of this Agreement.
20. **Contact Information**  
You shall provide Us with Your contact information under the Profile section in the Site, and shall ensure that such information is accurate and up-to-date at all times. If You have a legal dispute with Us or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to Our Registered Address.

**PRIVACY & COOKIES POLICY**

1. We are committed to protecting Our users' privacy and will take reasonable steps to protect any personal information submitted by users of this Site.
2. We comply with the Data Protection Act of 2018 (the "Act") including the General Data Protection Regulations (GDPR) therein and with all other applicable data protection and privacy legislation. Accordingly, We are registered with the Information Commissioner's Office as a 'data controller' for the purposes of the Act. Some of your information will be collected automatically by Our Site. Other data will only be collected if you voluntarily submit it (for example, when signing up for an account). We do not store credit card details nor do we share financial details with any 3rd parties.
3. Depending on your use of Our Site, We may collect some or all of the following information:
  - a) name.
  - b) business/company name.
  - c) job title.
  - d) contact information such as email addresses and telephone numbers.
  - e) IP address (automatically collected).
  - f) web browser type and version (automatically collected).
  - g) device operating system (automatically collected).
  - h) a list of URLs starting with a referring site, your activity on Our Site, and the website you exit to (automatically collected).
5. We may use your personal information:
  - a) to enable you to register for an account.
  - b) to provide and manage access to, and to personalise and tailor your experience of, Our Site and/or your account.
  - c) to develop and improve the products, benefits and services We offer.
  - d) to process orders and provide you with the goods and services you order.
  - e) for Site administration and development (for example, to analyse usage trends and to make improvements to the Site in accordance with such usage trends). And
  - f) in assessing your order for Our goods or services, for the purposes of the prevention and detection of fraud.
6. We may use your personal information and disclose it to a third party to make checks against fraud prevention registers. 6. We may also contact you to inform you about any of Our products and services that We think may be of interest to you, if you wish to stop receiving such information, please adjust your preferences under the My Profile section of the Site.
7. From time to time, We may contact you by telephone. If we do so, We shall always respect any request you make to decline such telephone marketing in the future.
8. We may also use your personal information to contact you, where you have authorised Us to do so.
9. If We sell any part of the service, We may transfer your personal information to the new owner.
10. If you believe your registered details to be incorrect, or if they have become outdated, you can update them by clicking on the "Update Profile" link in the My Account section of the Site.
11. We only keep your data for as long as We need to in order to use it as described above, for as long as We are legally obliged to keep it, and/or for as long as We have your consent to keep it.
12. Except as set out in this Privacy and Cookies Policy, We will not sell, rent or disclose your personal information to third parties without your prior consent. However, you agree that We may (without your prior consent) disclose such information to other companies in Our group and or/to Our suppliers, sub-contractors and business partners where such disclosure is necessary to operate this Site and/or to provide you with Our services.
13. We may transfer your personal information to other companies in Our group and/or to our agents, suppliers, sub-contractors and business partners located outside of the European Economic Area ("EEA"). Some of these countries might have data protection laws that are equivalent to the Act, but that some may not. However, We contractually ensure that your personal information is as protected overseas as it is in the UK. Accordingly, you hereby consent to Our transferring your personal information to other companies in Our group and/or to our suppliers, sub-contractors and business partners located outside the EEA in connection with your use of the Site and/or the provision to you of Our services.
14. We take the security of your personal information seriously and take all reasonable precautions to prevent its loss, misuse or alteration. Our agents, suppliers, sub-contractors and business partners who have access to your personal information are also required to keep that information confidential and secure, and they are not permitted to use it for any purpose other than to help Us to provide services to you.
15. We use internationally recognised partners to process card payments. At the appropriate stage of the ordering process, you will be transferred to an encrypted page on which you can make payment. We do not have access to your payment card information and that information is not stored on Our servers or in Our databases.
16. You have the legal right to ask for access to your personal data held by Us (where such data id held) or to exercise any of your other legal rights with respect to your personal data for which no fee is payable. However, We may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances. Please contact Us for more details in writing to Our registered address.
17. Our Site uses "Cookies". A cookie is a small text file placed on your computer or device by our Site when you visit certain Parts of Our Site and/or when you use certain features of Our Site.
18. Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use such Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. By using Our Site, you may also receive certain third-party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. We use third party Cookies on Our Site to improve and provide a more tailored visitor experience, and track visitor use for internal analysis to help Us improve our service. We may change this Privacy and Cookies Policy as we deem necessary from time to time, or as may be required by law. Any changes will be posted on Our Site and you will be deemed to have accepted the terms of the revised Policy on your first use of Our Site following the changes. You should check this page regularly to keep up-to-date.
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