# TERMS of USE

Version 1.1



#### 1. PRIVACY

This privacy policy sets out how **Budgetime** uses and protects any information that you give **Budgetime** when you use this website. **Budgetime** is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. **Budgetime** may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 10/10/2017.

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at contact@budgetime.net.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to contact@budgetime.net.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

# 2. ELECTRONIC COMMUNICATIONS

When you visit WWW.BUDGETIME.NET or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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#### 6. YOUR MEMBERSHIP ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. WWW.BUDGETIME.NET and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## 7. REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. WWW.BUDGETIME.NET reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant WWW.BUDGETIME.NET and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant WWW.BUDGETIME.NET and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify WWW.BUDGETIME.NET or its associates for all claims resulting from content you supply. WWW.BUDGETIME.NET has the right but not the obligation to monitor and edit or remove any activity or content. WWW.BUDGETIME.NET takes no responsibility and assumes no liability for any content posted by you or any third party.

## 8. RISK OF LOSS

All items purchased from WWW.BUDGETIME.NET are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## 9. PRODUCT DESCRIPTIONS

WWW.BUDGETIME.NET and its associates attempt to be as accurate as possible. However, WWW.BUDGETIME.NET does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by WWW.BUDGETIME.NET itself is not as described, your sole remedy is to return it in unused condition.

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# 10. APPLICABLE LAW

By visiting WWW.BUDGETIME.NET, you agree that the laws of the state of FRANCE, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and WWW.BUDGETIME.NET or its associates.

#### DISPUTES

Any dispute relating in any way to your visit to WWW.BUDGETIME.NET or to products you purchase through WWW.BUDGETIME.NET shall be submitted to confidential arbitration in FRANCE, except that, to the extent you have in any manner violated or threatened to violate WWW.BUDGETIME.NETs intellectual property rights, WWW.BUDGETIME.NET may seek injunctive or other appropriate relief in any state or federal court in the state of FRANCE, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The

arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

# 12. SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to WWW.BUDGETIME.NET. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## 13. QUESTIONS:

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: contact@budgetime.net.