

## **ONLINE TERMS AND CONDITIONS**

### **1. ELECTRONIC COMMUNICATIONS**

- 1.1 When a user visits EYWP LTD or sends e-mails to EYWP LTD, that user consents to receiving communications from EYWP LTD electronically and agrees that all agreements, notices, disclosures and other communications sent by EYWP LTD satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

### **2. DISCLAIMER**

- 2.1 Neither EYWP LTD nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, EYWP LTD makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free.
- 2.2 This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with EYWP LTD that the service and products available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 2.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of EYWP LTD and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
- 2.4 All items purchased from EYWP LTD are made pursuant to agreements with shipping and delivery agents and risk of loss pass from EYWP LTD to such agents upon delivery of any item to such carrier.
- 2.5 Neither EYWP LTD nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

### **3. GOVERNING LAW**

This site is hosted, controlled and operated from the United Kingdom and therefore governed by English law.

### **4. COSTS**

The price of each product is displayed with the product. In the event of a sale or a special offer, the discounted price will be displayed.

## **5. VAT**

The purchase price of each product includes United Kingdom Value Added Tax (where applicable) at the rate of 17.5%.

## **6. PAYMENT METHODS**

### **6.1 Credit card payments**

At the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order and processed within 24 hours.

Note that to protect its own and the interests of customers, EYWP LTD scrutinises all transactions very carefully to prevent attempted fraud and a transaction may be refused if EYWP LTD is not satisfied with its legitimacy.

### **6.2 Direct Bank Transfers**

If the buyer selects the 'pay via bank deposit' button, instructions will be given on how to deposit monies into the ONLINE STORE bank account and would it be subject to the following rules:

The exact amount must be paid

6.3 An agreement of sale between EYWP LTD and a user only comes into effect if and when A credit card authorisation is received from the issuing bank or a deposit of an electronic transfer is reflected on EYWP LTD'S bank statement.

6.4 EYWP LTD reserves the right to refuse to accept and/or execute an order without giving any reasons.

6.5 EYWP LTD also reserves the right to cancel orders in whole or in part as circumstances dictate. EYWP LTD shall only be liable to refund monies already paid by the user.

## **7. TITLE AND RISK**

No ownership to the Products shall pass to the Customer until payment in full and in cleared funds of the Price for the Products and any other sums which may be due under the Contract, whether for the rendering of services or otherwise, have been received by EYWP LTD.

## **8. RETURNS, REFUNDS & EXCHANGES**

Apart from the provisions of sections 42 and 44 of the Electronic Communications and Transactions Act the returns policy of EYWP LTD is as follows:

## 8.1 Non-defective Returns

In the event that the customer is not satisfied with his purchase, the website may be cancelled within 14 days of purchase at the expense of the customer for a refund.

## 9. SPECIAL OFFERS

EYWP LTD shall not be liable for the sale of websites at lower prices if such prices were increased and users and/or purchasers could not, for any reason whatsoever, conclude an agreement of sale while such prices remained low.

## 10. GUARANTEE

If EYWP LTD supplies the wrong product as advertised or if the product is in any way faulty or not working, EYWP LTD will exchange it for the correct one. EYWP LTD will make a reasonable effort to exchange the product, but if replacement is not possible, EYWP LTD will refund the purchase price.

## 11. PRIVACY

11.1 This site collects private information from users, such information shall not be disclosed to any third party unless agreed upon between the user and EYWP LTD or through due legal process.

11.2 Users agree that EYWP LTD may, from time to time communicate with users.

11.3 Refer to our Privacy Policy at (insert URL)

## 12. SECURITY

12.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that EYWP LTD suffers any damage or loss.

12.2 The user allows EYWP LTD to take all reasonable steps to ensure the integrity and security of EYWP LTD site and back-office applications.

12.3 All credit card transactions are Secure Socket Layers encrypted.

## 13. CHANGES TO AGREEMENT

EYWP LTD may, in its sole discretion, change this agreement or any part thereof at any time without notice.

## **14. DISPUTES**

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of EYWP LTD will need to be dealt with via an agreed 3<sup>rd</sup> party.

## **15. CONTACT INFORMATION**

EYWP LTD sales – [enquires@eywp.com](mailto:enquires@eywp.com)

# **Privacy Policy**

## **Introduction**

The EYWP LTD respects your privacy and is committed to protecting it. This Privacy Policy is intended to inform you of our Privacy Policy and of the choices you can make about the way your information is collected online and how that information is utilised by us. Certain pages on our website have been structured so that you can access the EYWP LTD Portal without identifying yourself or revealing any personal information. However, should you wish to make full use of the EYWP LTD Portal you will be required to register and provide us with personal information and accordingly we have made this notice readily available on our home page and at the bottom of every page that collects personal information.

EYWP LTD has developed its privacy practices in line with the Canadian Standards Association's Model Code for the Protection of Personal Information as well as the U.S.-E.U. Safe Harbor principles. A complete copy of the Model Code is available at <http://www.csa.ca/standards/privacy/>. More information about the U.S. Department of Commerce Safe Harbor Program can be found at <http://www.export.gov/safeharbor/>.

## **Applicability**

This Privacy Policy applies to the EYWP LTD Portal only. This statement is not applicable to other related websites not specifically included.

The EYWP LTD Portal may contain links to or from other sites ("linked sites"), including sites maintained by EYWP LTD but which are not governed by this Privacy Policy. Accordingly, EYWP LTD is in no way responsible for the content or the privacy and security policies employed by linked sites.

Certain services are linked with those linked sites, some which offer you the option to share with both EYWP LTD and the third party personal data you

provide. However, EYWP LTD will not share your personal information with those linked sites unless you make that choice.

Furthermore this policy is to be read together with the EYWP LTD Data Collection, Use and Retention Policy and the Children's Online Privacy Protection Policy.

### **Types of information collected**

When you register on the EYWP LTD Portal we need to collect certain information about you in order to provide you with the services you have requested. This information may include, but is not limited to:

- Name
- Email Address
- Business or Home Address
- Employer/ Affiliated Organisation
- Contact Telephone Numbers
- Date of Birth
- Reason for Accessing Site
- Intended Usage of Information Requested

Once you choose to register with EYWP LTD and provide us with personal information, it will be used for the purposes of providing you with the requested service and in conformity with the provisions of the Electronic Communications and Transactions Act 25/2002. We respect your privacy and undertake not to sell, rent or lease your personal information to others.

Certain non-personal information may be collected while you are using the website. This will comprise of data about usage and service operation that is not associated with a specific personal identity. EYWP LTD may collect and use this non-personal information to evaluate how the EYWP LTD Portal is being used.

Most non-personal data is collected via cookies or other analysis technologies. The EYWP LTD Portal pages use cookies, Web beacons and other technologies for data analysis and potential personalisation of the website and services offered.

These technologies may vary, but in many cases may involve a small file stored locally on the computer used to access the EYWP LTD Portal, and may be used to store and collect information relating to your viewing and use of the EYWP LTD Portal. Information collected through cookies is used to create a profile of our users. A profile is stored information we keep on individual users that details their preferences, their use and request history and behavioral activity, and can minimise the need for you to re-enter information.

Most cookies expire after a defined period of time, or you can delete your cookie file at any time. Most web browser software is initially set up to accept cookies. You can reset your web browser software to refuse cookies or to indicate when a cookie is being sent. However, some parts of our Site will not function properly or may be considerably slower if you refuse cookies. For example, without cookies, you will not be able to set personalized preferences, and/or may have difficulty completing transactions.

EYWP LTD may collect your computer's IP (Internet Protocol) address and domain name address, the identity of your Internet service or access provider, the type of web browsing software you use, your computers operating system, the URL of the web page from which you came to visit our Site and the language you selected for your web browsing software (collectively referred to herein as clickstream data). We use these technologies to identify our users, to help diagnose problems with our server, and to administer the EYWP LTD Portal and the services offered thereon.

EYWP LTD needs and uses your personal information to provide you with the services you request and to help us better understand your needs and interests in the future. Specifically, EYWP LTD uses your information to help you complete and process the transactions you have requested. Sensitive personal information if collected will only be used if you choose to allow us to do this in terms of your personal preferences options and will be shared only with your express permission.

Personal data given to EYWP LTD may be transferred across state and country borders for the purposes of data consolidation, storage and simplified customer information management.

### **How EYWP LTD will share your information and with whom?**

EYWP LTD will not share your personal information with third parties except in responding to your requests for products or services. Your permission will be requested when you submit your information.

EYWP LTD partners with other organisations who may provide you with the services requested through the EYWP LTD Portal. These partner organisation are required to keep confidential the information received on behalf of EYWP LTD and may not use it for any purpose other than to carry out the services they are performing for EYWP LTD. EYWP LTD will not share personal information with any other third parties without your permission, unless required by law enforcement action, subpoena, or local law.

The EYWP LTD Portal could merge with or be acquired by another business entity or organization. In that event EYWP LTD will make every reasonable effort

to notify you in the event we share with the merging or acquiring entity some or all of your personal information. However, you are requested to continually check this Privacy Policy for any updates or changes.

### **Privacy preferences**

EYWP LTD will not use your personal information for a different purpose than the one stated when you provided your data. Examples of unrelated uses include sending communications about updated information, new services and marketing messages. You can, however, choose to receive these types of non-subscription communications by ticking the box when you register.

### **Data Access, accuracy, amendments, retention and opting out**

EYWP LTD will try to keep your personal information accurate. We will provide you with access to your information, including making reasonable efforts to provide you with online access and the opportunity to change your information, if possible. To protect your privacy and security, when doing so we will also take reasonable steps to verify your identity, such as a password and user ID, before granting access to your data.

Upon request, EYWP LTD will:

- Correct personal information that you state is incorrect; or
- Permit you to “opt out” of further contact (excepting notification of major changes to the service), either on the original site of registration or at any time subsequently, while still allowing basic access to the site;
- Remove you and your personal information provided electronically from our database, thereby canceling your registration.

To request a correction or cancellation, send an e-mail to the address provided to you at registration for this purpose.

### **Security**

EYWP LTD undertakes to take all reasonable measures to protect the information you provide us. These measures include, but are not limited to preventing unauthorised access or disclosure, maintaining data accuracy, and ensuring the appropriate use of the information. EYWP LTD has in place appropriate physical and managerial procedures to safeguard the information we collect.

### **Changes to this statement**

Please note that these guidelines are subject to change at any time. Any such changes will be posted on this page. You are encouraged to review this Privacy Policy at the inception of each session.

### **Law and jurisdiction**

This Privacy Policy is governed by the Laws of the European Union and without regard to the conflict of laws principle. You agree that any cause of action that may arise under this Privacy Policy shall be commenced and be heard in the appropriate court in United Kingdom. You agree to submit to the personal and exclusive jurisdiction of the courts located within the United Kingdom.

### **Acceptance of policy**

By using this Portal, or otherwise providing your personal information to EYWP LTD, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use the EYWP LTD Portal or provide any personal information to EYWP LTD.

**Effective date of policy: 1 May 2005**

## **Data Collection, Use and Retention Policy**

In terms of the Electronic Communications and Transactions Act, No. 25 of 2002, the EYWP LTD is a Data Controller, namely EYWP LTD electronically collects, collates, processes and stores personal information obtained through the use of the EYWP LTD Portal ([www.eywp.com](http://www.eywp.com)), for purposes identified and outlined below. This policy must be read together with the EYWP LTD Privacy and Children's Online Privacy Protection Policies.

### **Data Collection and Purpose**

EYWP LTD undertakes to only collect and use personal data voluntarily provided by yourself to this site. You are able to browse this site without disclosing any personal information about yourself. You may choose to provide EYWP LTD with limited personal data as required in order to register for certain services. Once registered the information will only be used for the specified service(s) outlined below:

- register for certain updates on Data Providers;
- express request for information to be provided to you;
- general contact with EYWP LTD ;
- register for access to Biodiversity Material; and

- browsing of Metadata.

### **Disclosure of Information**

Personal information held by EYWP LTD will be kept confidential, however EYWP LTD may and will disclose such information in the following instances:

- at your request or upon your written consent
- if EYWP LTD is compelled to do so by a court order or any other legal or regulatory requirement;
- if it is in the public interest to do so; and/or
- if it is necessary to protect EYWP LTD 's rights.
- any other person under a duty of confidentiality to EYWP LTD ;
- any person to whom EYWP LTD is under an obligation to make disclosure under the requirements of law; and
- lawyers, accountants, auditors, financial regulators and law enforcement bodies when necessary to administer your money or to respond to a legal enquiry or satisfy a legal requirement.

### **Sensitive Information**

EYWP LTD does not intentionally collect any sensitive information through the EYWP LTD Portal unless legally required to do so. Sensitive information includes but is not limited to race or ethnic origin, political opinions, religious or other beliefs, physical or mental health. EYWP LTD suggests that you refrain from providing such information but points out that by doing so you will be deemed as providing your explicit consent which will enable EYWP LTD to use the information for the specified purpose for which it was supplied.

### **Related Policies**

Please also note that EYWP LTD has a Privacy Policy available for viewing on the EYWP LTD Portal and you can refer to this for further information about the use of your personal and private information. This Data Collection Policy operates and will be read together with the EYWP LTD Privacy Policy available here ([www.eywp.com](http://www.eywp.com)). In the event of a conflict between the two policies the Privacy Policy will prevail.

### **Changes to this statement**

Please note that these guidelines are subject to change at any time. Any such changes will be posted on this page. You are encouraged to review this Privacy Policy at the inception of each session.

## **Law and jurisdiction**

This Privacy Policy is governed by the Laws of the European Union and without regard to the conflict of laws principle. You agree that any cause of action that may arise under this Privacy Policy shall be commenced and be heard in the appropriate court in the European Union. You agree to submit to the personal and exclusive jurisdiction of the courts located within United Kingdom.

## **Acceptance of policy**

By using this Portal, or otherwise providing your personal information to EYWP LTD, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use the EYWP LTD Portal or provide any personal information to EYWP LTD.

**Effective date of policy: 1 May 2005**

## **Terms and Conditions of Use**

### ***General Disclaimer***

1. Anyone may use any information presented on this website, subject to any specific terms of use that might appear with such information, provided that the use of such information is accompanied by an acknowledgement that EYWP LTD is the source. By using this site you are agreeing to be bound by these general terms and conditions and our Privacy Policy. If you choose to access and use any of the information made available to you on this site, you do so subject to these Terms and Conditions of Use and any specific terms that the owner or provider of that data has imposed on its use.

Please take note of all Terms and Conditions of Use. Your use of this website implies an acceptance of the Terms and Conditions of Use and any other specific terms and an agreement to be bound by them. In the event of a conflict between the Terms and Conditions of Use of this website and any specific terms applicable to specific date, and only to the extent of the conflict, the more specific term will apply.

2. EYWP LTD makes every effort to ensure, but cannot and does not guarantee, and makes no warranties as to, the accuracy, accessibility, integrity and timeliness of this information. EYWP LTD assumes no liability or responsibility for any errors or omissions in the content of this site and further disclaims any liability of any nature for any loss howsoever arising in connection with using this website or any content contained herein. Furthermore EYWP LTD reserves the right to make changes to these materials at any time without notice. If you find any inaccurate, out of date or incomplete information or material on this website,

or if you suspect that something is an infringement of intellectual property rights, you must let us know immediately by contacting EYWP LTD or the owner or provider of the data to which the issue relates.

3. You should independently verify any information and material on this website before relying upon it. The information and material on this website are not substitutes for the exercise of professional judgement. If you are not qualified or experienced enough to make that judgement, you should take professional advice or contact the relevant data owner or provider for further information and advice.

4. Hyperlinks to other websites are provided as a convenience only, and imply neither responsibility for, nor approval of, the information contained in those other web sites on the part of EYWP LTD. EYWP LTD makes no warranty, either express or implied, as to the accuracy, availability, reliability or content of such information, text, graphics and hyperlinks. EYWP LTD will not be liable for any indirect or consequential loss, or for any loss of business, profit, revenue, goodwill or data, lost or wasted management time or the lost time of other employees arising from your use of this website or any information or material on it, or your inability to use it (whether that loss is direct or indirect).

5. While EYWP LTD makes every effort to ensure that any executable material available to be downloaded from EYWP LTD's website is free of any virus; it cannot guarantee that the material is free from any or all viruses. EYWP LTD is not responsible for any loss or damage howsoever caused by the executable material and potentially malicious code contained therein.

6. You are responsible for ensuring that your computer systems are suitable to access and use this website. You are responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.

7. The collection and retention of personal information by EYWP LTD through its website and through the registration process is subject to the terms of the EYWP LTD Privacy Policy currently in force and available for review on this website.

8. You must not try to alter or destroy this website, the metadata contained herein or try to circumvent the security features of this website, be it by tampering with, attempting to hack or crack it, modify the format thereof or in any other way disrupt or disable any computer system, server, website, router or other device used to host this site or make it available.

9. All warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are excluded to the fullest extent allowed by law by EYWP LTD and the data owners and providers.

10. If the use of any information or material on this website is unlawful in any jurisdiction (because of your nationality, residence or for some other reason), that information or material is not offered. If you are outside the United Kingdom you must satisfy yourself that you are lawfully able to use any such information and materials. We accept no liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information or materials by anyone outside the United Kingdom.

11. No delay, neglect or forbearance on the part of EYWP LTD in enforcing any of their rights under the Terms and Conditions of Use will be, or be deemed to be, a waiver and it will not prejudice any right of EYWP LTD.

12. If any of the Terms and Conditions of Use is held to be unenforceable, illegal or in some other way invalid, the unenforceable, illegal or invalid provision will be deemed to be severable and will not affect the remainder of Terms and Conditions which will continue to be of full force and effect.

13. All conditions and terms of use contained in this website are governed by United Kingdom law and you agree to submit to the non-exclusive jurisdiction of the courts of United Kingdom.

14. No addition to or modification of any provision of these Terms and Conditions of Use will be binding on EYWP LTD unless made in writing and signed by their duly authorised representatives.