

TERMS OF USE

Effective as of 24 May 2018.

Welcome to the Sadie Finch - Virtual Assistant's Terms of Use agreement. For purposes of this agreement, "Site" refers to the Company's website, which can be accessed at www.sadiefinch.com. "Service" refers to the Company's services accessed via the Site, in which users can learn more about the Company. The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the Service via our website located at www.sadiefinch.com.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found later in this document) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement with the Privacy Policy as well as these Terms of Use.

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstance:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service;
- collect or harvest any personal data of any user of the Site or the Service
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;

- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS

When you create your own personalised account, you may be able to provide Name, Email address, Telephone number ("User Content") to the Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service.

You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, libelous, false or inaccurate;
- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the "License Grant"

and “Intellectual Property” provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use;

- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user’s access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Emails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us at sadie@sadiefinch.com.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

- a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and requires that the users do the same. We have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.
- b) If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification by sending the following information in writing to the our designated copyright agent at 5 Leaford Drive, Little Downham, Cambridgeshire, CB6 2SA:
 - i. The date of your notification;
 - ii. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - iii. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iv. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
 - v. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
 - vi. A statement that you have a good faith belief that use of the material in the manner

complained of is not authorised by the copyright owner, its agent, or the law; and

- vii. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to sadie@sadiefinch.com.

Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

WARRANTY DISCLAIMER

The service, is provided "as is," without warranty of any kind. Without limiting the foregoing, we expressly disclaim all warranties, whether express, implied or statutory, regarding the service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. Without limiting the foregoing, we make no warranty or representation

that access to or operation of the service will be uninterrupted or error free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

LIMITATION OF DAMAGES

Release to the extent permitted by applicable law, in no event shall the site, the service, its affiliates, directors, or employees, or its licensors or partners, be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from: (a) the use, disclosure, or display of your user content; (b) your use or inability to use the service; (c) the service generally or the software or systems that make the service available; or (d) any other interactions with use or with any other user of the service, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the laws of the England & Wales, without regard to conflict of law provisions.



We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorised assignment or delegation by you is void.

You acknowledge that you have read these terms of use, understand the terms of use, and will be bound by these terms and conditions. You further acknowledge that these terms of use together with the privacy policy within this document represent the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.

PRIVACY POLICY

Sadie Finch - Virtual Assistant (the "Company") is committed to maintaining robust privacy protections for its users. Our Privacy Policy ("Privacy Policy") is designed to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Service.

For purposes of this Agreement, "Site" refers to the Company's website, which can be accessed at www.sadiefinch.com.

"Service" refers to the Company's services accessed via the Site, in which users can learn more about the Company.

The terms "we," "us," and "our" refer to the Company.

"You" refers to you, as a user of our Site or our Service.

By accessing our Site or our Service, you accept our Privacy Policy and Terms of Use (found here earlier in this document), and you consent to our collection, storage, use and disclosure of your Personal Information as described in this Privacy Policy.

INFORMATION WE COLLECT

Sadie Finch - Virtual Assistant collects "Non-Personal Information" and "Personal Information" in the categories described below.

Usage data

Sadie Finch - Virtual Assistant will process information about your use of our website and services ("usage data"). The usage data may include

1. the browser types and versions used
2. the operating system used by the accessing system
3. the website from which an accessing system reaches our website (so-called referrers)
4. the sub-websites
5. the date and time (so-called timestamp) of access to the Internet site
6. an Internet protocol address (IP address)
7. the internet service provider (ISP) of the accessing system
8. the geographical location of the user
9. the page views and site navigation paths
10. the pattern of the users' use of the service with regards to timing and frequency
11. any other similar data and information that may be used in the event of attacks on our information technology systems.

The source of the usage data is Google Analytics. The usage data collected is needed to:

1. deliver the content of our website correctly
2. optimise the content of our website as well as any advertisement
3. ensure the long-term viability of our information technology systems and website technology
4. provide law enforcement authorities with the information necessary for criminal prosecution in case of a cyber-attack.

In order to process this information we have obtained the user's consent and our legitimate interests in monitoring and improving our website and services.

Enquiry data, correspondence data and customer relationship data

Sadie Finch - Virtual Assistant may process information contained in any enquiry you submit to us regarding our services and products ("enquiry data"). If a user contacts us via email or via a contact form, the personal information transmitted by the user is automatically stored.

The personal information may include:

1. the user's contact information
2. the user's name
3. the name of the user's employer
4. the user's job title or role
5. the metadata associated with the communication
6. and information contained in communications between the user and Sadie Finch - Virtual Assistant

Such personal data transmitted on a voluntary basis by a user to Sadie Finch - Virtual Assistant are stored for the purpose of processing or contacting the user, managing our relationships with customers, keeping records of communication with the user, and promoting our products and services to customers.

Publication data

Sadie Finch - Virtual Assistant may process information that the users post for publication on our website or through our services ("publication data"). On our website the users can post information in the following ways:

1. Contact form
2. Blog comments

HOW WE USE AND SHARE INFORMATION

Personal Information

Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent or otherwise share for marketing purposes your Personal Information with third parties without your consent. We do share Personal Information with vendors who are performing services for the Company, such as the servers for our email communications who are provided access to user's email address for purposes of sending emails from us. Those vendors use your Personal Information only at our direction and in accordance with our Privacy Policy.

In general, the Personal Information you provide to us is used to help us communicate with you. For

example, we use Personal Information to contact users in response to questions, solicit feedback from users, provide technical support, and inform users about promotional offers.

Non-Personal Information

In general, we use Non-Personal Information to help us improve the Service and customize the user experience. We also aggregate Non-Personal Information in order to track trends and analyse use patterns on the Site. This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and we reserve the right to use and disclose such Non-Personal Information to our partners, advertisers and other third parties at our discretion.

Legal purpose of the processing of personal data

Sadie Finch - Virtual Assistant may process any of your personal information identified in this privacy policy where necessary for the establishment, exercise or defence of legal claims, both in court proceedings and in an administrative or out-of-court procedure. The legal basis for this processing is the protection and assertion of our legal rights, your legal rights and the legal rights of others.

Sadie Finch - Virtual Assistant may also process any of your personal information identified in this privacy policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, fulfillment of tax obligations, or obtaining professional advice. The legal basis for this processing is the proper protection of our business against risks.

RETAINING AND DELETING YOUR PERSONAL INFORMATION

The personal information that we process for any purpose or purposes will not be kept for longer than is necessary for the expressed purpose.

YOUR DATA PROTECTION RIGHTS UNDER THE GENERAL DATA PROTECTION REGULATION (GDPR)

If you are a resident of the EEA, you have the following data protection rights:

- If you wish to access, correct, update, or request deletion of your personal information, you can do so at any time by emailing sadie@sadiefinch.com.
- In addition, you can object to the processing of your personal information, ask us to restrict the processing of your personal information, or request portability of your personal information.
- You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing emails we send you. To opt-out of other forms of marketing, please contact us by emailing sadie@sadiefinch.com.
- Similarly, if we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection

authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

LINKS TO OTHER WEBSITES

As part of the Service, we may provide links to or compatibility with other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information collected by us through the Site and the Service. Therefore, this Privacy Policy does not apply to your use of a third party website accessed by selecting a link on our Site or via our Service. To the extent that you access or use the Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to use them.

UPDATES

We may update this policy from time to time by publishing a new version on our website. You should check this page occasionally to ensure you are happy with any changes to this policy. We may notify you of significant changes to this policy by email or by placing a prominent notice on our site. Significant changes will go into effect 30 days following such notification. Non-material changes or clarifications will take effect immediately. You should periodically check the Site and this privacy page for updates.

CONTACT US

This website is owned and operated by Sadie Finch - Virtual Assistant.

If you have any questions regarding this Privacy Policy or the practices of this Site, please contact us by sending an email to sadie@sadiefinch.com.

Last Updated: This Privacy Policy was last updated on 24 May 2018.

DATA PROTECTION OFFICER

Our data protection officer's contact details are:

Sadie Finch – Virtual Assistant
5 Leaford Drive
Little Downham
Cambridgeshire
CB6 2SA

sadie@sadiefinch.com

COOKIE POLICY

Sadie Finch - Virtual Assistant's website may gather information about your general Internet use by using cookies in order to help you personalise your online experience. Where used, these cookies are downloaded to your computer automatically. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

'Essential' cookies are automatically placed on your computer or device when you access our website or take certain actions on our website. 'Non-essential' cookies and other technologies are only placed on your computer or device if you have consented to us doing so. You consent to us placing non-essential cookies on your computer or device by continuing to use our website with your browser settings set to accept cookies.

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

We use cookies for the following purposes:

- (a) **authentication** - we use cookies to identify you when you visit our website and as you navigate our website;
- (b) **cookie consent** - we use cookies to store your preferences in relation to the use of cookies more generally.

Some of our service providers also use cookies and those cookies may be stored on your computer when you visit our website. These are the third party service providers that store cookies when you visit our website:

- (a) We use Google Analytics to analyse the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>.

You have the ability 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. If you do not know how to do this, the links below set out information about how to change your browser settings for some of the most commonly used web browsers:



Google Chrome
Mozilla Firefox
Microsoft Internet Explorer
Apple Safari

For further information on how we handle personal information please refer to our Privacy Policy found earlier in this document.