

# ESSEX UNDERGROUND RADIO

## 'TERMS OF USE'

### Privacy Policy

#### Our Data Promise to you

EUR is absolutely committed to respecting and protecting your data whilst it is in our care. We collect your personal information because it helps us to understand your needs and guides the way in which we interact and communicate with you about our products and services now and in the future.

#### Our Data Promises

- Have strict policies and procedures in place to protect your data;
- Only process your data if we have a legal reason to do so; or where you have given us your permission to do so;
- Only hold your information for as long as there is a business requirement to keep it;
- Store your data on our secure servers and ensure that we have strong controls in place to protect your data;
- Never share your data to 3<sup>rd</sup> parties. (Only when purchasing from our online shop) – Details will be shared with our payment services.

#### What Personal Data do we collect?

EUR collects Personal Data in a number of ways, such as, when you give us a paper form to subscribe to a magazine, enter a competition, exhibit at an event or provide details at an event or when you interact with us via a website, mobile app or other digital services ("Services"). This Personal Data could include:

- Contact information, your name; postal address; email address; phone number.
- Comments, photos, videos and other content that you choose to publish or share with us.
- Payment information for subscriptions or purchases made through our websites, mobile application or other digital services.
- Information you provide when participating in a competition; survey; event or apply for a job.
- Location information, when you permit the digital service to access device location. To prevent this access, please refer to instructions provided by your mobile service provider.
- Information we obtain from other sources, such as our business partners, and social media platforms

You may give us information about other people, such as the name and email of a contact if you are attending an event or the name and address of a gift subscription recipient. Please ensure that you are authorised or have the person's permission to do so.

#### Leaving our website and moving on to third party websites

When you click on advertisements or links on any of our sites, you will leave that site and go to a third-party site, which is outside of our control. When we place an advertisement on one of our sites, it does not signify that we are endorsing that advertiser's product or service. We do not accept responsibility for content, which we have no control over, and our Privacy Policy does not apply to these companies, sites or content; and if such third-party sites collect Personal Data, we cannot control how this data is processed, stored or used. We advise that you read their data collection statements, which accompany any registration and their Privacy Policies, before you submit your personal information.

#### Opting out on Receipt of Marketing Communications

Simply email us or write to us notifying us that you no longer wish to receive future emails or notifications from Essex Underground Radio.

## Terms & Conditions

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Application is provided by:  
Essex Underground Radio Ltd  
21-27 Hollands Road  
Haverhill  
CB9 8PU

**Owner contact email:** Essexunderground@outlook.com

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### TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

#### Content on this Application

Unless where otherwise specified or clearly recognisable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

#### Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

#### Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

#### Common provisions

##### No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

#### Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labour actions, infrastructural breakdowns or blackouts etc).

#### Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

#### Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

#### **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

#### **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

#### **Contacts**

All communications relating to the use of this Application must be sent using the contact information stated in this document.

#### **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

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