



Website Terms of Use & Privacy Notices

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Cookies Policy

This Cookies Policy sets out the basis on which we, C.H.I. (UK) Limited, use cookies and similar technologies on or in relation to our website, <https://orchidlive.com> (our **website**). This Cookies Policy is effective from 25th May 2018.

'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. For information on the difference between essential and non-essential cookies, see the section below entitled *About cookies*.

For information on how you consent and how you can withdraw your consent to us placing non-essential cookies and other technologies on your computer or device, see the section below entitled *How to accept or reject cookies*.

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About cookies

What are cookies?

Cookies are small data files sent by a website's server to a web browser, processor memory or hard drive and stored there. They can be used for a range of different purposes, such as customising a website for a particular user, helping a user navigate a website, improving that user's website experience, and storing that user's preferences and login information.

Essential and non-essential cookies

Cookies can be classified as either 'essential' or 'non-essential'.

Essential cookies: these are cookies that are either:

- used solely to carry out or facilitate the transmission of communications over a network; or
- strictly necessary to provide an online service (e.g. our website or a service on our website) which you have requested.

Non-essential cookies: these are any cookies that do not fall within the definition of essential cookies, such as cookies used to analyse your behaviour on a website ('analytical' cookies) or cookies used to display advertisements to you ('advertising' cookies).

Session and persistent cookies

Cookies can be classified as either 'session' or 'persistent', depending on how long they last after they are placed on your browser.

Session cookies: session cookies last for as long as you keep your browser open. They expire when you close your browser.

Persistent cookies: persistent cookies expire at a fixed point in time or if you manually delete them from your browser, whichever occurs first.

First and third party cookies

Cookies can be classified as 'first party' or 'third party'.

First party cookies: these are cookies placed on your device by our website domain.

Third party cookies: these are cookies placed on your device by third party website domains.

If you require further information about cookies in general, please visit www.allaboutcookies.org

List of cookies used

We use the following cookies on or in relation to our website:

Name of Cookie	Essential or Non-essential?	Type of cookie	First or Third party?	Session or Persistent ?	Expiry Time	Purpose
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AWSELB	Essential	<i>Essential</i>	<i>First party</i>	Session		Used to distribute traffic to the website on several servers in order to optimise response times.
PHPSESSID	Essential	<i>Essential</i>	<i>First party</i>	Session		Preserves user session state across page requests.
NID	Non - essential	<i>Targeted</i>	<i>Third party</i>	Persistent	6 months	Registers a unique ID that identifies a returning user's device. The ID is used for targeted ads.

Essential cookies

These are cookies which are strictly necessary for our website to be able to operate or to provide you with a service on our website which you have requested. We use the following essential cookies on our website:

- First party, session cookie, used to distribute traffic to the website on several servers in order to optimise response times. These cookies are: AWSELB.
- First party, session cookie, preserves user session state across page requests. These cookies are PHPSESSID.

Legal basis for processing: we process information about you contained in or obtained from essential cookies in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interests: ensuring our site functions properly and providing you with online services you have requested.

How to opt out of essential cookies

Most browsers allow you to block all cookies, including essential cookies. Please note, however, that if you block all cookies, parts of our website and its functionality may not work or display properly.

You can delete existing cookies from your browser by clearing your browsing data and ensuring that the option to delete cookies is selected.

For more detailed information on how to accept and reject cookies, including guidance for specific browsers, please see the section below entitled *How to accept or reject cookies*

Non-essential cookies

We use the following types of non-essential cookies on our website:

- **Targeting (or advertising) cookies**

Targeting (or advertising) cookies

Targeting (or advertising) cookies record information about your visit to and use of our website, for advertising purposes. For information on third party targeting or advertising cookies we use on our website, please see the section below entitled *Third party cookies*.

Third party cookies

Third parties use cookies to analyse your use of our website and/or to display advertisements (including third party advertisements) to you. Third party cookies used in relation to our website include:

- *Third party, Google cookies*, registers a unique ID that identifies a returning user's device. The ID is used for targeted ads. These cookies are NID. These cookies expire after 6 months. For more information about Google targeted ads, click here: <https://support.google.com/adsense/answer/6242051?hl=en>

More information

For information about the cookies Google uses in relation to the above, see the 'Advertising' section on the Types of cookies used by Google page in Google's cookies policy, which is available here: <https://www.google.com/policies/technologies/types/>

For information about how Google uses data from cookies for its own purposes, please visit the following link www.google.com/policies/privacy/partners/

How to opt in or out from third party cookies

See the section below entitled *How to accept or reject cookies*

Processing information about you contained in or obtained from third party cookies

Legal basis for processing: we process information about you contained in or obtained from third party cookies in our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interests: the purposes for which we use the third party cookies as described above [and] *[insert any relevant additional details]*. [For further information on how we use the information gathered from our use of third party cookies[, including [automated decision making] and [profiling],] please see the section entitled *Our use of automated decision making and profiling* in our privacy policy, which is available here: *[insert link to privacy policy]*

AND/OR

Legal basis for processing: consent (Article 6(1)(a) of the General Data Protection Regulation).

Consent: you give your consent to the purposes for which we process your information using third party cookies by *[insert method by which a user consents to your use of third party cookies e.g. by clicking I accept the purposes for which you use advertising cookies in our cookie tool (describe the mechanism by which the user consents to the purposes for which you use advertising cookies on your website)]*. [For further information on how we use the information gathered from our use of third party cookies[, including [automated decision making] and [profiling]] please see the section entitled *Our use of automated decision making and profiling* in our privacy policy, which is available here: *[insert link to privacy policy]*

Client needs to confirm whether they will obtain consent via a cookie control?

How to accept or reject cookies

There are a number of different ways in which you can accept or reject some or all cookies. Some of the main methods of doing so are described below.

You are welcome to block the use of some or all of the cookies we use on our website. However, please be aware that doing so may impair our website and its functionality or may even render some or all of it unusable.

You should also be aware that clearing all cookies from your browser will also delete any cookies that are storing your preferences, for example, whether you have accepted cookies on a website or any cookies that are blocking other cookies.

You can find more detailed information about cookies and adjusting your browser settings by visiting www.allaboutcookies.org

Accepting or rejecting cookies

Cookie control tool

You can accept or reject [non-essential] cookies by using our cookie management tool.]. *[insert description of how your cookie control tool works and how a user can turn on or off different types of cookies*

Browser settings

You can accept or reject some or all cookies (for example, blocking all third party cookies) by adjusting your browser settings. 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: <https://support.google.com/chrome/answer/95647?hl=en-GB>
- Mozilla Firefox: <https://support.mozilla.org/en-US/kb/delete-browsing-search-download-history-firefox?redirectlocale=en-US&redirectslug=Clear+Recent+History>

- Microsoft Internet Explorer:
<https://support.microsoft.com/en-us/help/278835/how-to-delete-cookie-files-in-internet-explorer>
- Apple Safari: https://support.apple.com/kb/PH5042?locale=en_US

Some browsers, such as Chrome and Firefox, allow you to change your settings to browse in 'incognito' mode, limiting the amount of data placed on your machine and automatically deleting any persistent cookies placed on your device when you finish your browsing session. There are also many third party applications which you can add to your browser to block or manage cookies.

Existing cookies

To clear cookies that have previously been placed on your browser, you should select the option to clear your browsing history and ensure that the option to delete or clear cookies is included when you do so.

Google Adsettings

You can manage and opt out of personalisation of advertisements by Google by visiting Google's ad settings page here <https://adssettings.google.com/> and by:

- unticking the button entitled 'Also use Google Account activity and information to personalize ads on these websites and apps and store that data in your Google Account'; and
- switching the 'Ads Personalisation' setting off (i.e. by ensuring the switch at the top of the page is set to the left/grey and not the right/blue).

Alternatively, you can install a free browser plugin here:

<https://support.google.com/ads/answer/7395996>

European Interactive Digital Advertising Alliance Tool

You can opt out of Facebook and other companies that participate in the Digital Advertising Alliance in Europe from showing you interest based ads by visiting <http://www.youronlinechoices.com>, selecting your country, clicking 'Your Ad Choices', then locating Facebook (and any other companies you want to block) and selecting the 'Off' option.

Copyright

The copyright in this Privacy Policy is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. All intellectual property rights in this document are reserved.

Data Processing Agreement

This agreement is made between:

- A. The OrchidLive.com registered account holder (the “**Data Controller**”); and
- B. Chi (UK) Limited (company registration number 5377131), a company registered in [England and Wales], the registered office of which is at Parsons Two, The Town Hall, Wallsend, NE28 7AT, United Kingdom (the “**Data Processor**”), each a “**Party**” and together the “**Parties**”.

1. Definitions

- 1. “**data controller**” means a data controller or controller (as the case may be) as defined by the Data Protection Legislation (and ‘controller’ shall be construed accordingly).
- 2. “**Data Processing Agreement**” means this agreement.
- 3. “**data processor**” means a data processor or processor (as the case may be) as defined by the Data Protection Legislation (and ‘processor’ shall be construed accordingly).
- 4. “**Data Protection Legislation**” means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 5. **Electronic Communications Legislation**: means the Privacy and Electronic Communications Regulations 2003 (as amended), and the E Privacy Regulation (when in force).
- 6. “**Data Subject**” means a data subject as defined by the Data Protection Legislation.
- 7. “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 8. “**Personal Data**” means personal data as defined by the Data Protection Legislation.

2. General obligations

- 1. Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This *clause* 2.1 is in addition to, and does not relieve, remove or replace, a Party’s obligations under the Data Protection Legislation.
- 2. The Parties acknowledge that for the purposes of the Data Protection Legislation and this Data Processing Agreement, the Data Controller is the data controller and the Data Processor is the data processor. The *Schedule* to this Data Processing Agreement sets out the scope, nature and purpose of processing by the Data Processor, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 3. Without prejudice to the generality of *clause* 2.1, the Data Controller will ensure that it has, at all times:
 - 1. a valid legal basis under the Data Protection Legislation for the processing of Personal Data under this Data Processing Agreement, including, without limitation, such processing by the Data Processor as

instructed or permitted by the Data Controller under clause 3.1.1 and clause 3.2 of this Data Processing Agreement;

2. where required by law (for example, as required for the transmission by electronic means of direct marketing communications under the Privacy and Electronic Marketing Communications Regulations 2003), valid consent (under the Data Protection Legislation) for such processing; and
3. appropriate notices in place as required by the Data Protection Legislation to enable lawful transfer of Personal Data to the Data Processor for the duration and purposes of this Data Processing Agreement.

3. Data Processing

1. Without prejudice to the generality of *clause 2.1*, the Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this Data Processing Agreement:

1. process Personal Data only on lawful documented instructions from the Data Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by European Union or European Union Member State law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing Personal Data, unless that law prohibits such information on important grounds of public interest;
2. ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
3. take all measures required pursuant to Article 32 of the GDPR;
4. respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor;
5. taking into account the nature of the processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
6. assist the Data Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Data Processor;
7. at the choice of the Data Controller, delete or return all Personal Data to the Data Controller after the end of the provision of the services relating to processing, and delete existing copies unless European Union or European Union Member State law requires storage of Personal Data; and
8. make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor

mandated by the Data Controller. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes the GDPR or other European Union or Member State data protection provisions.

2. The Data Controller hereby gives its prior consent, documented (written) instructions and written authorisation to the Data Processor to:
 1. engage any of the following processors as sub processors: 1and1 (email provider), Amazon Web Service (server host)
 2. engage any other processors as the Data Processor deems fit in the course of its provision of the services under this Data Processing Agreement, provided that the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors prior to such appointment or replacement, thereby giving the Data Controller the opportunity to object to such changes and does so in compliance with Data Protection Legislation; and
 3. transfer Personal Data to a third country or an international organisation, provided that the Data Processor satisfies all legal obligations under the Data Protection Legislation and any other applicable laws for doing so, including: (i) ensuring appropriate safeguards are in place in relation to the transfer; (ii) the Data Subject has enforceable rights and legal remedies; (iii) the Data Processor provides an adequate level of protection to any Personal Data transferred; and (iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to its processing of Personal Data.
3. Where the Data Processor engages another processor for carrying out specific processing activities on behalf of the Data Controller, the Data Processor shall ensure that the same data protection obligations as set out in this contract or other legal act between the Data Controller and the Data Processor as referred to in paragraph 3 of Article 28 of the GDPR are imposed on that processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation. Where the other processor fails to fulfil its data protection obligations, the Data Processor shall remain fully liable to the Data Controller for the performance of that other processor's obligations.
4. Any contract or other legal act referred to in this *clause* 3 shall be in writing, including in electronic form.
5. The Data Controller agrees that it has considered the Data Processor's obligations under Article 32 of the GDPR and considers that the Data Processor is in compliance with such obligations, in particular the obligation to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Data Controller's processing of Personal Data.
6. Either party may, at any time on not less than one month's prior written notice, revise *clause* 3 by replacing it with any applicable Data Controller to Data

Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Data Processing Agreement).

7. The Parties shall make such amendments to this Data Processing Agreement as are required to ensure that this Data Processing Agreement complies with any applicable legislation, including any applicable Data Protection Legislation from time to time.
4. Representations and warranties
 1. The Data Controller hereby represents and warrants:
 1. that it holds, and continues to hold, and shall maintain, a valid legal basis for processing the Personal Data of its Data Subjects;
 2. that wherever consent is required prior to sending any marketing communication to any recipient Data Subject (under the Electronic Communications Legislation), that the Data Controller has collected unambiguous and valid consents (which shall be specific, freely given and informed, as required under the Data Protection Legislation and the Electronic Communications Legislation) of such Data Subjects to the processing of their Personal Data, and that such consents adequately cover the processing by The Data Controller of such Personal Data on behalf of the Data Controller in the manner directed by the Data Controller under clause 3 of this agreement;
 3. that where the Data Controller processes Personal Data on the basis of consent, that such consents meet the requirements of the Data Protection Legislation, are documented, maintained, and that any withdrawal of consents have been accurately recorded;
 4. that the Data Controller is aware of its obligations under the Data Protection Legislation and the Electronic Communications Legislation and complies with all such obligations in force from time to time;
 5. that any data (including Personal Data) transferred to The Data Controller is accurate, complete and up-to-date.
 2. The Data Processor hereby excludes to the fullest extent possible under applicable law any representations or warranties:
 1. as to quality or fitness for any particular purpose of its services other than as expressly set out in any promotional materials of the Data Processor;
 2. that the services offered by The Data Processor will generate any specific results, lead to any specific consequences, meet any targets or increase the net profitability of the Data Controller.
 3. All other warranties, conditions or obligations of The Data Processor that may otherwise arise or may be implied by statute or common law are, to the fullest extent-permitted by law, excluded from this agreement.
 5. Limitations and exclusion of liability
 1. The Data Processor excludes any and all liability to the Data Controller to the maximum extent permitted by law.
 2. In any event, the Data Processor's total aggregate liability to the Data Controller in any given calendar year shall not exceed an amount equal to fifty per cent. (50%) of any fees or charges paid by the Data Controller to the Data

Processor for any services provided by the Data Processor to the Data Controller in that calendar year.

6. Indemnity

1. The Data Controller shall hereby hold harmless and indemnify the Data Processor from and against all claims, liabilities, losses (including secondary losses, loss of profits, reputation or goodwill), costs (including legal and professional costs on the indemnity basis) and expenses suffered or incurred by the Data Processor arising out of, in connection with or related to:
 1. any breach by the Data Controller of the terms of this agreement, or any services agreement in place as between the parties;
 2. any breach by the Data Controller of any applicable laws and regulations, including, without limitation, the Data Protection Legislation or the Electronic Communications Legislation; or
 3. any failure by the Data Controller to deliver accurate and up-to-date information to the Data Processor.

7. Costs

1. Where the Data Controller exercises any of its rights under this Data Processing Agreement, the Data Processor reserves the right to charge the Data Controller for any costs it reasonably incurs in complying with its corresponding obligations under this Data Processing Agreement.
2. The Data Processor shall only exercise its rights under *clause 7.1* where it considers it just and equitable to do so.

8. Legal and General

1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. In the event that such modification is not possible, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
2. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
3. All amounts due under this agreement from the Partner to Advantage shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
4. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
5. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule

Subject matter of the processing

Any Personal Data (including 'sensitive personal data') processed by the Data Processor on behalf of the Data Controller in the course of the Data Processor providing Services (as defined below) to the Data Controller.

Duration of the processing

The duration of the provision of the Services (as defined below) by the Data Processor to the Data Controller.

Nature of the processing

The provision of cloud-based occupational health record storage services (the "**Services**") via the URL <https://orchidlive.com/public> by the Data Processor to the Data Controller as agreed between the Parties.

Purpose of the processing

The provision of the Services by the Data Processor to the Data Controller.

Types of personal data processed

- Names
- Titles
- Email addresses
- Company and legal entity names
- Phone numbers
- Addresses
- Medical health records
- Information relating to individuals' employment
- Server log information (including IP addresses, pages accessed, information requested, the date and time of the request, the source of access to the Data Controller's website, browser version and operating system).
- Online identifiers (including cookies and similar technologies)
- VAT numbers
- Personal Data contained in the Data Controller's email account
- Any other Personal Data processed by the Data Processor on behalf of the Data Controller from time to time

Categories of data subjects

- Natural persons in the employment of (or otherwise engaged by) the Data Controller whose Personal Data and occupational health records are stored by the Data Processor in accordance with the terms of the Services

Obligations and rights of the data controller

The obligations and rights of the data controller are set out in *clauses 2 and 3* of this Data Processing Agreement.

General Data Protection Regulation (GDPR)

OrchidLive Overview

Introduction

The new EU General Data Protection Regulation (GDPR) comes into force on 25 May 2018 (including in the UK regardless of its decision to leave the EU) and will impact every organisation which holds or processes personal data. It will introduce new responsibilities, including the need to demonstrate compliance, more stringent enforcement and substantially increased penalties than the current Data Protection Act (DPA) which it will supersede.

OrchidLive is committed to high standards of information security, privacy and transparency. We place a high priority on protecting and managing data in accordance with accepted standards including ISO 27001. The company will comply with applicable GDPR regulations when they take effect in 2018, including as a data processor, while also working closely with our customers and partners to meet contractual obligations for our procedures, products and services.

The company has two main areas of focus in preparing for GDPR overseen by an internal cross-functional team:

1. Building on existing security and business continuity management systems and certifications, including ISO 27001, to ensure our own compliance
2. Product programmes to support compliance for users of our software applications including solutions to streamline the process and drive greater efficiency

It is important to recognise that compliance is a shared responsibility and all organisations will need to adapt business processes and data management practices.

1. Compliance

OrchidLive has a robust ISO-based Management System (ISMS) and in order to ensure compliance will implement additional or augmented company-wide controls to meet GDPR requirements within the ISMS using internal and external advisors. Led by our Data Processing Officer, updated information security policies and procedures will build on existing management systems (including ISO 27001) and the foundation of our Information Control and Classification policy, informed by gap analysis and data protection risk assessments and supported by communication and training programmes.

Compliance will be supported by a review of existing contracts with data controllers, the use of sub-contractors and any data export arrangements.

OrchidLive's Data Protection Officer will inform, advise and monitor compliance. The company will implement tools as appropriate that support the process, provide necessary security and ongoing delivery of objectives.

In many areas the hosted services provided by OrchidLive already conform. As data processor, the company is undertaking risk assessments to include more detailed consideration of the data types we hold and a data protection impact analysis of personal information stored and processed. Policies such as incident response plans and backup data retention will be reviewed and updated.

2. OrchidLive software application

OrchidLive's software application is used to provide efficient and high quality services. As such the company is committed to providing technology solutions to support customers' GDPR obligations, whether through standard features or added value solutions or toolkits.

All organisations will need to be confident, for example, that personal and transactional data can be located and anonymised or erased, in order to respond to requests to delete, rectify, transfer, access or restrict the processing of data.

Customers should contact their account manager to understand what features are available to enable this, from data cleansing and subject access reports to specific data retrieval and disposal tools which create efficiencies by allowing organisations to locate, anonymise and remove data with minimal administrative effort and to enable a quick and efficient response to information requests.

Privacy Policy

This Privacy Policy sets out how we, C.H.I. (UK) Ltd, collect, store and use information about you when you use or interact with our website, <https://orchidlive.com> (our **website**) and where we otherwise obtain or collect information about you. This Privacy Policy is effective from 25th May 2018.

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Summary

This section summarises how we obtain, store and use information about you. It is intended to provide a very general overview only. **It is not complete in and of itself and it must be read in conjunction with the corresponding full sections of this Privacy Policy.**

- **Data controller:** C.H.I. (UK) Ltd
- **How we collect or obtain information about you:**
 - when you provide it to us (e.g. by contacting us or creating an account on the website),
 - from your use of our website, using cookies, and
 - occasionally, from third parties.
- **Information we collect:** name, contact details, information from cookies, information about your computer or device (e.g. device and browser type), information about how you use our website (e.g. which pages you have viewed, the time when you view them and what you clicked on, company name or business name (if applicable), VAT number (if applicable).
- **How we use your information:** for administrative and business purposes (particularly to contact you), to improve our business and website, to fulfil our contractual obligations, to advertise our goods and services, and in connection with our legal rights and obligations.
- **Disclosure of your information to third parties:** only to the extent necessary to run our business, to our service providers, to fulfil any contracts we enter into with you, where required by law or to enforce our legal rights.
- **Do we sell your information to third parties (other than in the course of a business sale or purchase or similar event):** No
- **How long we retain your information:** for no longer than necessary, taking into account any legal obligations we have (e.g. to maintain records for tax purposes), any other legal basis we have for using your information (e.g. your consent, performance of a contract with you or our legitimate interests as a business) and certain additional factors described in the main section below entitled *How long we retain your information*. For specific retention periods in relation to certain information which we collect from you, please see the main section below entitled *How long we retain your information*. No decision on retention periods yet?
- **How we secure your information:** using appropriate technical and organisational measures such as storing your information on secure servers, encrypting transfers of data to or from our servers using Secure Sockets Layer (SSL) technology, only granting access to your information where necessary.
- **Use of cookies:** we use cookies on our website including essential and advertising cookies. For more information, please visit our cookies policy here: <https://orchidlive.com/public/terms#cookiespolicy>
- **Use of automated decision-making and profiling:** we use automated decision-making and profiling through our use of remarketing cookies.
- **Your rights in relation to your information**
 - to access your information and to receive information about its use
 - to have your information corrected and/or completed
 - to have your information deleted
 - to restrict the use of your information
 - to receive your information in a portable format
 - to object to the use of your information

- to withdraw your consent to the use of your information
 - to complain to a supervisory authority
- **Sensitive personal information:** we collect what is commonly referred to as 'sensitive personal information'. For more information, please see the main section below entitled *Sensitive Personal Information*.

Our details

The data controller in respect of our website is C.H.I. (UK) Ltd (company registration number 05377131) of Parsons Two, The Town Hall, Wallsend, NE28 7AT, United Kingdom. You can contact the data controller by writing to this address or sending an email to .

If you have any questions about this Privacy Policy, please contact the data controller.

Information we collect when you visit our website

We collect and use information from website visitors in accordance with this section and the section entitled *Disclosure and additional uses of your information*.

Web server log information

We use a third party server to host our website. Our website server automatically logs the IP address you use to access our website as well as other information about your visit such as the pages accessed, information requested, the date and time of the request, the source of your access to our website (e.g. the website or URL (link) which referred you to our website), and your browser version and operating system.

Our server is located in Ireland. However, our third party hosting provider may transfer your information to the United States of America. Accordingly, your information is transferred outside the European Economic Area (EEA). For further information and information on the safeguards used, please see the section of this privacy policy entitled *Transfers of your information outside the European Economic Area*.

Use of website server log information for IT security purposes

Our third party hosting provider collect(s) and store(s) server logs to ensure network and IT security and so that the server and website remain uncompromised. This includes analysing log files to help identify and prevent unauthorised access to our network, the distribution of malicious code, denial of services attacks and other cyber attacks, by detecting unusual or suspicious activity.

Legal basis for processing: compliance with a legal obligation to which we are subject (Article 6(1)(c) of the General Data Protection Regulation).

Legal obligation: we have a legal obligation to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of our processing of information about individuals. Recording access to our website using server log files is such a measure.

Legal basis for processing: legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interests: we have a legitimate interest in using your information for the purposes of ensuring network and information security.

Cookies

Cookies are data files which are sent from a website to a browser to record information about users for various purposes.

We use cookies on our website, including essential and advertising. For further information on how we use cookies, please see our cookies policy which is available here:

<https://orchidlive.com/public/terms#cookiespolicy>

You can reject some or all of the cookies we use on or via our website by changing your browser settings by using our cookie control tool, but doing so can impair your ability to use our website or some or all of its features. For further information about cookies, including how to change your browser settings, please visit www.allaboutcookies.org or see our cookies policy.

Information we collect when you contact us

We collect and use information from individuals who contact us in accordance with this section and the section entitled *Disclosure and additional uses of your information*.

Email

When you send an email to the email address displayed on our website we collect your email address and any other information you provide in that email (such as your name, telephone number and the information contained in any signature block in your email).

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest(s): responding to enquiries and messages we receive and keeping records of correspondence.

Legal basis for processing: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Transfer and storage of your information

We use a third party email provider to store emails you send us. Our third party email provider is located in the United Kingdom.

Emails you send us will be stored both within and outside the European Economic Area in the United States of America. For further information please see the section of this privacy policy entitled *Transfers of your information outside the European Economic Area*.

Contact form

When you contact us using our contact form, we collect your name, organisation, email address and any information you include in the message field. We also collect any other information you provide to us when you complete the contact form, including any optional information, such as your phone number.

If you do not provide the mandatory information required by our contact form, you will not be able to submit the contact form and we will not receive your enquiry.

If you do not supply the optional information required by our contact form, we will not be able to respond to your enquiry by phone.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest(s): responding to enquiries and messages we receive and keeping records of correspondence.

Legal basis for processing: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Transfer and storage of your information

Messages you send us via our contact form will be stored both within and outside the European Economic Area on email providers' servers in the United Kingdom and our hosting provider's servers in Ireland and United States of America. For further information, please see the sections entitled 'Email' and 'Web server log information' above.

Phone

When you contact us by phone, we collect your phone number and any information provide to us during your conversation with us.

We do not record phone calls.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation)

Legitimate interest(s): responding to enquiries and messages we receive and keeping records of correspondence.

Legal basis for processing: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Transfer and storage of your information

Information about your call, such as your phone number and the date and time of your call, is processed by our third party telephone service provider which is located in the United Kingdom.

Information about your phone call will be stored by our third party telephone service provider within the European Economic Area in the United Kingdom.

Post

If you contact us by post, we will collect any information you provide to us in any postal communications you send us.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation)

Legitimate interest(s): responding to enquiries and messages we receive and keeping records of correspondence.

Legal basis for processing: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: where your message relates to us providing you with goods or services or taking steps at your request prior to providing you with our goods and services (for example, providing you with information about such goods and services), we will process your information in order to do so).

Information we collect when you interact with our website

We collect and use information from individuals who interact with particular features of our website in accordance with this section and the section entitled *Disclosure and additional uses of your information*.

E-Newsletter

When you sign up for our e-newsletter on our website registration page or opt to receive news from us by email we collect your email address.

Legal basis for processing: your consent (Article 6(1)(a) of the General Data Protection Regulation).

Consent: you give your consent to us sending you our e-newsletter by signing up to receive it using the steps described above.

Transfer and storage of your information

We use a third party service to send out our e-newsletter and administer our mailing list, MailChimp. Their privacy policy is available here: <https://mailchimp.com/legal/privacy/>.

Information you submit to subscribe for our e-newsletter will be stored outside the European Economic Area on our third party mailing list provider's servers in the USA. For further information about the safeguards used when your information is transferred outside the

European Economic Area, see the section of this privacy policy below entitled *Transfers of your information outside the European Economic Area*.

Registering on our website

When you register and create an account on our website, we collect the following information: your company name, name, phone number, email address, fax number, security question answer and telephone password.

If you do not provide the mandatory information required by the registration form, you will not be able to register or create an account on our website.

Legal basis for processing: necessary to perform a contract or to take steps at your request prior to entering into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: creating an account on our website is necessary to allow you to access our services.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest: registering and administering accounts on our website to facilitate the running and operation of our business.

Transfer and storage of your information

Information you submit via our registration form will be stored both within and outside the European Economic Area on our third party hosting and email providers' servers in the United Kingdom and the United States of America. For further information, please see the sections entitled 'Email' and 'Web server log information' above.

Information collected or obtained from third parties

This section sets out how we obtain or collect information about you from third parties.

Information received from third parties

Generally, we do not receive information about you from third parties.

It is also possible that third parties with whom we have had no prior contact may provide us with information about you.

Information we obtain from third parties will generally be your name and contact details, but will include any additional information about you which they provide to us.

Legal basis for processing: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: where a third party has passed on information about you to us (such as your name and email address) in order for us to provide services to you, we will process your information in order to take steps at your request to enter into a contract with you and perform a contract with you (as the case may be).

Legal basis for processing: consent (Article 6(1)(a) of the General Data Protection Regulation).

Consent: where you have asked that a third party to share information about you with us and the purpose of sharing that information is not related to the performance of a contract or services by us to you, we will process your information on the basis of your consent, which you give by asking the third party in question to pass on your information to us.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interests: where a third party has shared information about you with us and you have not consented to the sharing of that information, we will have a legitimate interest in processing that information in certain circumstances.

For example, we would have a legitimate interest in processing your information to perform our obligations under a sub-contract with the third party, where the third party has the main contract with you. Our legitimate interest is the performance of our obligations under our sub-contract.

Similarly, third parties may pass on information about you to us if you have infringed or potentially infringed any of our legal rights. In this case, we will have a legitimate interest in processing that information to investigate and pursue any such potential infringement.

Where we receive information about you in error

If we receive information about you from a third party in error and/or we do not have a legal basis for processing that information, we will delete your information.

Information obtained by us from third parties

In certain circumstances (for example, to verify the information we hold about you or obtain missing information we require to provide you with a service) we will obtain information about you from certain publicly accessible sources, both EU and non-EU, such as the electoral register, Companies House, online customer databases, business directories, media publications, social media, and websites (including your own website if you have one).

In certain circumstances will also obtain information about you from private sources, both EU and non-EU.

Legal basis for processing: necessary to perform a contract or to take steps at your request to enter into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: where you have entered into a contract or requested that we enter into a contract with you, in certain circumstances, we will obtain information about you from public sources in order to enable us to understand your business and provide services to you or services to a sufficient standard.

For example, we would obtain and/or verify your email address from your website or from a directory where you ask us to send you information by email but we do not possess the information or we need to confirm that we have recorded your email address correctly.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interests: in certain circumstances, we will have a legitimate interest in obtaining information about you from public and private sources. For example, if you have infringed or we suspect that you have infringed any of our legal rights, we will have a legitimate interest in obtaining and processing information about you from such sources in order to investigate and pursue any suspected or potential infringement.

Disclosure and additional uses of your information

This section sets out the circumstances in which will disclose information about you to third parties and any additional purposes for which we use your information.

Disclosure of your information to service providers

We use a number of third parties to provide us with services which are necessary to run our business or to assist us with running our business and who process your information for us on our behalf. These include the following:

- Telephone provider (UK),
- Email provider (UK and USA),
- Mailing list provider (USA),
- IT service provider (UK),
- Web developer (UK), and
- Hosting provider (Ireland and USA).

Your information will be shared with these service providers where necessary to provide you with the service you have requested, whether that is accessing our website or ordering goods and services from us.

We do not display the identities of all of our service providers publicly by name for security and competitive reasons. If you would like further information about the identities of our service providers, however, please contact us directly via our contact form or by email and we will provide you with such information where you have a legitimate reason for requesting it (where we have shared your information with such service providers, for example).

Legal basis for processing: legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest relied on: where we share your information with these third parties in a context other than where is necessary to perform a contract (or take steps at your request to do so), we will share your information with such third parties in order to allow us to run and manage our business efficiently.

Legal basis for processing: necessary to perform a contract and/or to take steps at your request prior to entering into a contract (Article 6(1)(b) of the General Data Protection Regulation).

Reason why necessary to perform a contract: we may need to share information with our service providers to enable us to perform our obligations under that contract or to take the steps you have requested before we enter into a contract with you.

Disclosure of your information to other third parties

We disclose your information to other third parties in specific circumstances, as set out below.

Sharing your information with third parties, which are either related to or associated with the running of our business, where it is necessary for us to do so. These third parties include our accountants, advisors, business partners, independent contractors, and insurers. Further information on each of these third parties is set out below.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest: running and managing our business efficiently.

Accountants

We share information with our accountants for tax purposes. For example, we share invoices we issue and receive with our accountants for the purpose of completing tax returns and our end of year accounts.

Our accountants are located in the United Kingdom.

Advisors

Occasionally, we obtain advice from advisors, such as accountants, financial advisors, lawyers and public relations professionals. We will share your information with these third parties only where it is necessary to enable these third parties to be able to provide us with the relevant advice.

Our advisors are located in United Kingdom.

Business partners

Business partners are businesses we work with which provide goods and services which are complementary to our own or which allow us to provide goods or services which we could not provide on our own. We share information with our business partners where you have requested services which they provide whether independently from, or in connection with or own services.

Our business partners are located in the United Kingdom.

Independent contractors

Occasionally, we use independent contractors in our business. Your information will be shared with independent contractors only where it is necessary for them to perform the function we have hired them perform in relation to our business.

Our independent contractors are located in the United Kingdom.

Insurers

We will share your information with our insurers where it is necessary to do so, for example in relation to a claim or potential claim we receive or make or under our general disclosure obligations under our insurance contract with them.

Our insurers are located in the United Kingdom.

Sharing your information with a prospective or actual purchaser or seller in the context of a business or asset sale or acquisition by us, a merger or similar business combination event, whether actual or potential.

Legal basis for processing: legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest(s): sharing your information with a prospective purchaser, seller or similar person in order to allow such a transaction to take place.

Disclosure and use of your information for legal reasons

Indicating possible criminal acts or threats to public security to a competent authority

If we suspect that criminal or potential criminal conduct has been occurred, we will in certain circumstances need to contact an appropriate authority, such as the police. This could be the case, for instance, if we suspect that a fraud or a cyber crime has been committed or if we receive threats or malicious communications towards us or third parties.

We will generally only need to process your information for this purpose if you were involved or affected by such an incident in some way.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interests: preventing crime or suspected criminal activity (such as fraud).

In connection with the enforcement or potential enforcement our legal rights

We will use your information in connection with the enforcement or potential enforcement of our legal rights, including, for example, sharing information with debt collection agencies if you do not pay amounts owed to us when you are contractually obliged to do so. Our legal rights may be contractual (where we have entered into a contract with you) or non-contractual (such as legal rights that we have under copyright law or tort law).

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest: enforcing our legal rights and taking steps to enforce our legal rights.

In connection with a legal or potential legal dispute or proceedings

We may need to use your information if we are involved in a dispute with you or a third party for example, either to resolve the dispute or as part of any mediation, arbitration or court resolution or similar process.

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest(s): resolving disputes and potential disputes.

For ongoing compliance with laws, regulations and other legal requirements

We will use and process your information in order to comply with legal obligations to which we are subject. For example, we may need to disclose your information pursuant to a court order or subpoena if we receive one or to the National Crime Agency.

Legal basis for processing: compliance with a legal obligation (Article 6(1)(c) of the General Data Protection Regulation).

Legal obligation(s): legal obligations to disclose information which are part of the laws of England and Wales or if they have been integrated into the United Kingdom's legal framework (for example in the form of an international agreement which the United Kingdom has signed).

Legal basis for processing: our legitimate interests (Article 6(1)(f) of the General Data Protection Regulation).

Legitimate interest: where the legal obligations are part of the laws of another country and have not been integrated into the United Kingdom's legal framework, we have a legitimate interest in complying with these obligations.

How long we retain your information

This section sets out how long we retain your information. We have set out specific retention periods where possible. Where that has not been possible, we have set out the criteria we use to determine the retention period.

Retention periods

Order information: when you place an order for goods and services, we retain that information for seven years following the end of the financial year in which you placed your order, in accordance with our legal obligation to keep records for tax purposes and to defend against legal claims.

Correspondence and enquiries: when you make an enquiry or correspond with us for any reason, whether by email or via our contact form or by phone, we will retain your information for as long as it takes to respond to and resolve your enquiry, and for one further year after, which point we will delete your information.

E-Newsletter: we retain the information you used to sign up for our e-newsletter for as long as you remain subscribed (i.e. you do not unsubscribe) or if we decide to cancel our e-newsletter service, whichever comes first.

Criteria for determining retention periods

In any other circumstances, we will retain your information for no longer than necessary, taking into account the following:

- the purpose(s) and use of your information both now and in the future (such as whether it is necessary to continue to store that information in order to continue to perform our obligations under a contract with you or to contact you in the future);
- whether we have any legal obligation to continue to process your information (such as any record-keeping obligations imposed by relevant law or regulation);
- whether we have any legal basis to continue to process your information (such as your consent);
- how valuable your information is (both now and in the future);
- any relevant agreed industry practices on how long information should be retained;
- the levels of risk, cost and liability involved with us continuing to hold the information;
- how hard it is to ensure that the information can be kept up to date and accurate; and
- any relevant surrounding circumstances (such as the nature and status of our relationship with you).

How we secure your information

We take appropriate technical and organisational measures to secure your information and to protect it against unauthorised or unlawful use and accidental loss or destruction, including:

- only sharing and providing access to your information to the minimum extent necessary, subject to confidentiality restrictions where appropriate, and on an anonymised basis wherever possible;
- using secure servers to store your information;
- verifying the identity of any individual who requests access to information prior to granting them access to information; and
- using Secure Sockets Layer (SSL) software to encrypt any information you submit to us via any forms on our website.

Transmission of information to us by email

Transmission of information over the internet is not entirely secure, and if you submit any information to us over the internet (whether by email, via our website or any other means), you do so entirely at your own risk.

We cannot be responsible for any costs, expenses, loss of profits, harm to reputation, damages, liabilities or any other form of loss or damage suffered by you as a result of your decision to transmit information to us by such means.¹

Transfers of your information outside the European Economic Area²

Your information will be transferred and stored outside the European Economic Area (EEA) in the circumstances set out below. We will also transfer your information outside the EEA or to an international organisation in order to comply with legal obligations to which we are subject (compliance with a court order, for example). Where we are required to do so, we will ensure appropriate safeguards and protections are in place.

Contact form

Information you submit to us via our contact form is transferred outside the EEA and stored on our third party hosting provider's servers. Our third party hosting provider is Amazon Web Services, Inc. You can access their privacy policy here: <https://aws.amazon.com/privacy/>

Country of storage: United States of America. This country is not subject to an adequacy decision by the European Commission.

Safeguard(s) used: Amazon Web Services, Inc. has self-certified its compliance with the EU-U.S. Privacy Shield which is available here: <https://www.privacyshield.gov/welcome>. The EU-U.S. Privacy Shield is an approved certification mechanism under Article 42 of the General Data Protection Regulation, which is permitted under Article 46(2)(f) of the General Data Protection Regulation. You can access the European Commission decision on the adequacy of the EU-U.S. Privacy Shield here: https://ec.europa.eu/info/law/law-topic/data-protection_en

E-Newsletter

Information you submit to us when you sign up for our e-newsletter is transferred outside the EEA and stored on our third party mailing list provider's servers. Our third party mailing list provider is: MailChimp. You can access their privacy policy here: <https://mailchimp.com/legal/privacy/>

Country of storage: United States of America. This country is not subject to an adequacy decision by the European Commission.

Safeguard(s) used: MailChimp has self-certified its compliance with the EU-U.S. Privacy Shield which is available here: <https://www.privacyshield.gov/welcome>. The EU-U.S. Privacy Shield is an approved certification mechanism under Article 42 of the General Data Protection Regulation, which is permitted under Article 46(2)(f) of the General Data Protection Regulation. You can access the European Commission decision on the adequacy of the EU-U.S. Privacy Shield here: https://ec.europa.eu/info/law/law-topic/data-protection_en

Your rights in relation to your information

Subject to certain limitations on certain rights, you have the following rights in relation to your information, which you can exercise by writing to C.H.I (UK) Limited, Parsons Two, The Town Hall, Wallsend, NE28 7AT, United Kingdom or sending an email to :

- **to request access to your information** and information related to our use and processing of your information;
- **to request the correction or deletion** of your information;
- **to request that we restrict our use** of your information;
- **to receive information which you have provided to us in a structured, commonly used and machine-readable format** (e.g. a CSV file) and the right to have that information transferred to another data controller (including a third party data controller);

- **to object to the processing of your information for certain purposes** (for further information, see the section below entitled *Your right to object to the processing of your information for certain purposes*); and
- **to withdraw your consent to our use of your information** at any time where we rely on your consent to use or process that information. Please note that if you withdraw your consent, this will not affect the lawfulness of our use and processing of your information on the basis of your consent before the point in time when you withdraw your consent.

In accordance with Article 77 of the General Data Protection Regulation, you also have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or of an alleged infringement of the General Data Protection Regulation.

For the purposes of the UK, the supervisory authority is the Information Commissioner's Office (ICO), the contact details of which are available here:

<https://ico.org.uk/global/contact-us/>

Further information on your rights in relation to your personal data as an individual

The above rights are provided in summary form only and certain limitations apply to many of these rights. For further information about your rights in relation to your information, including any limitations which apply, please visit the following pages on the ICO's website:

- <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>; and
- <https://ico.org.uk/for-the-public/is-my-information-being-handled-correctly/>

You can also find out further information about your rights, as well as information on any limitations which apply to those rights, by reading the underlying legislation contained in Articles 12 to 22 and 34 of the General Data Protection Regulation, which is available here: http://ec.europa.eu/justice/data-protection/reform/files/regulation_oj_en.pdf

Verifying your identity where you request access to your information

Where you request access to your information, we are required by law to use all reasonable measures to verify your identity before doing so.

These measures are designed to protect your information and to reduce the risk of identity fraud, identity theft or general unauthorised access to your information.

How we verify your identity

Where we possess appropriate information about you on file, we will attempt to verify your identity using that information.

If it is not possible to identify you from such information, or if we have insufficient information about you, we may require original or certified copies of certain documentation in order to be able to verify your identity before we are able to provide you with access to your information.

We will be able to confirm the precise information we require to verify your identity in your specific circumstances if and when you make such a request.

Your right to object to the processing of your information for certain purposes

You have the following rights in relation to your information, which you may exercise in the same way as you may exercise by writing to C.H.I (UK) Limited, Parsons Two, The Town Hall, Wallsend, NE28 7AT, United Kingdom or sending an email to :

- to object to us using or processing your information where we use or process it in order to **carry out a task in the public interest or for our legitimate interests**, including 'profiling' (i.e. analysing or predicting your behaviour based on your information) based on any of these purposes; and
- to object to us using or processing your information for **direct marketing purposes** (including any profiling we engage in that is related to such direct marketing).

You may also exercise your right to object to us using or processing your information for direct marketing purposes by:

- **clicking the unsubscribe link** contained at the bottom of any marketing email we send to you and following the instructions which appear in your browser following your clicking on that link; or
- **sending an email** to , asking that we stop sending you marketing communications or by including the words "OPT OUT".

For more information on how to object to our use of information collected from cookies and similar technologies, please see the section entitled *How to accept or reject cookies* in our cookies policy, which is available here: <https://orchidlive.com/public/terms#cookiespolicy>

Sensitive Personal Information

'Sensitive personal information' is information about an individual that reveals their racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic information, biometric information for the purpose of uniquely identifying an individual, information concerning health or information concerning a natural person's sex life or sexual orientation.

We do not knowingly or intentionally collect sensitive personal information directly from individuals, and you must not submit sensitive personal information to us.

If, however, you inadvertently or intentionally transmit sensitive personal information to us, you will be considered to have explicitly consented to us processing that sensitive personal information under Article 9(2)(a) of the General Data Protection Regulation. We will use and process your sensitive personal information for the purposes of deleting it.

Changes to our Privacy Policy

We update and amend our Privacy Policy from time to time.

Minor changes to our Privacy Policy

Where we make minor changes to our Privacy Policy, we will update our Privacy Policy with a new effective date stated at the beginning of it. Our processing of your information will be governed by the practices set out in that new version of the Privacy Policy from its effective date onwards.

Major changes to our Privacy Policy or the purposes for which we process your information

Where we make major changes to our Privacy Policy or intend to use your information for a new purpose or a different purpose than the purposes for which we originally collected it, we will notify you by email (where possible) or by posting a notice on our website.

We will provide you with the information about the change in question and the purpose and any other relevant information before we use your information for that new purpose.

Wherever required, we will obtain your prior consent before using your information for a purpose that is different from the purposes for which we originally collected it.

Children's Privacy

Because we care about the safety and privacy of children online, we comply with the Children's Online Privacy Protection Act of 1998 (COPPA). COPPA and its accompanying regulations protect the privacy of children using the internet. We do not knowingly contact or collect information from persons under the age of 18. The website is not intended to solicit information of any kind from persons under the age of 18.

It is possible that we could receive information pertaining to persons under the age of 18 by the fraud or deception of a third party. If we are notified of this, as soon as we verify the information, we will, where required by law to do so, immediately obtain the appropriate parental consent to use that information or, if we are unable to obtain such parental consent, we will delete the information from our servers. If you would like to notify us of our receipt of information about persons under the age of 18, please do so by sending an email to .

California Do Not Track Disclosures

"Do Not Track" is a privacy preference that users can set in their web browsers. When a user turns on a Do Not Track signal in their browser, the browser sends a message to websites requesting that they do not track the user. For information about Do Not Track, please visit www.allaboutdnt.org

Copyright

The copyright in this Privacy Policy is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. All intellectual property rights in this document are reserved.

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1. Although transmission of information over the internet is inherently insecure, you need to ensure that personal information collected via your website is stored on secure servers.↵

2. Where personal information is transferred outside of the EEA you must inform users of the country where it will be stored and the safeguards used. This section is designed to cover off this requirement. It is possible that personal information you collect may be stored in different places depending on the methods you have collected it and the purposes for which you are processing it e.g. if you use a third party email list provider to administer your email marketing list, you will need to check where they store the information. For example, MailChimp, a popular mailing list provider, stores information on their servers in the US and the safeguard they use to do so is the EU-U.S. Privacy Shield. The annex to this privacy contains the wording to use for the relevant safeguards that you use. Information collected via the contact form on your website however, assuming the information is stored on your website (and not emailed to you), will be generally be stored on your website's server, so the location of your server will be the relevant location (although you must confirm that this is in fact where the information collected on your website is stored). Regular emails that you receive to the email address on your website, however, could be stored somewhere else (e.g. your email provider's servers). You will therefore need to do a review and analysis of where information collected by your website is stored and the safeguards you use for overseas data transfers before you can complete this section.

If you do not transfer personal information outside of the EEA in any circumstances (e.g. all personal information you collect is located in the UK (for as long as it remains a member of the EEA) or is only transferred to other EEA countries, you can simply include the statement at the beginning of this section (i.e. We do not transfer your information outside of the EEA) and delete the rest of the information in this section. However, you must be sure that you do not transfer any personal information outside of the EEA before you do so.↵

Terms of Use

These Terms of Use, and any documents referred to herein, set out the terms and conditions on which you are permitted to use our website, <https://orchidlive.com> (our **website**). By using our website, you agree to be bound by, and to comply with, these Terms of Use.

These Terms of Use are effective from 25th May 2018.

Please read these Terms of Use carefully. We recommend that you print off a copy of these Terms of Use for your records, as well as any future versions of them, as we may update them from time to time. **YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 14 (EXCLUSIONS AND LIMITATIONS OF LIABILITY), 15 (INDEMNIFICATION), 16 (DISCLAIMERS) AND 17 (AGE RESTRICTIONS ON USE OF OUR WEBSITE).**

If for any reason whatsoever you do not agree to these Terms of Use or do not wish to be bound by them, you must not access or use our website.

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1. **Our details**

1. C.H.I. (UK) Limited (**we, our** and **us**) operates the website.
2. C.H.I. (UK) Limited is a limited liability company incorporated in England and Wales (company number 05377131). Our registered address is Parsons Two, The Town Hall, Wallsend, NE28 7AT, United Kingdom. Our VAT registration number is 746499186.
3. Our contact telephone number is +44 (0)191 500 9746 and our contact email address is info@orchidlive.com.

2. **Your responsibility for others who access our website using your device or internet connection**

You must ensure that any persons who access our website on your computer(s) or device(s), or who are permitted or able to access our website on your computer(s) or device(s), or who use your internet connection, are aware of these Terms of Use and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our website, and you must not permit them to do so.

3. **Other documents governing your use of our website**

1. In addition to these Terms of Use, your use of our website is also governed by the following documents:
 - a. Our privacy policy, which is available at <https://orchidlive.com/public/privacy>. Our privacy policy governs our use of your information. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.

- b. Our cookies policy, which is available at *[insert link to cookies policy]*. Our cookies policy governs our use of cookies and similar technologies on our website. It sets out the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device or browser, and other relevant information relating to cookies, such as how to change your browser preferences and settings to accept or reject cookies.
 - c. Our user content agreement, which is available at *[insert link to user content agreement]*. Our user content agreement sets out the terms upon which you are permitted to upload content to our website and make use of its interactive functions. It also sets out the restrictions applicable to the type of content you may upload and describes our rights and remedies in respect of such content.
- 2. By accessing and using our website, you agree to be bound by the terms and conditions contained in these Terms of Use, you acknowledge that we will process your information in accordance with our privacy policy, and our use of cookies and similar technologies in accordance with our cookies policy.
 - 3. If you do not agree to the terms set out in these Terms of Use, you must not use our website.

4. Availability of our website

- 1. We make no representations and provide no warranties that:
 - a. the website will be made available at any specific time or from any specific geographical location;
 - b. your access to the website will be continuous or uninterrupted; or
 - c. the website will be accessible or optimised on all browsers, computers, tablets, phones or viewing platforms.
- 2. We reserve the right to suspend access to all or part of the website for any reason, including for business or operational reasons, such as improving the appearance or functionality of the website, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the website for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.
- 3. Our website is provided for users in the United Kingdom only. Although it may be possible to access the website from other countries, we make no representation that our website is compliant with any legal requirements in force in any jurisdiction other than the United Kingdom, or that the content available on the website will be appropriate for users in other countries or states.

5. Changes we may make to these Terms of Use and other documentation

- 1. We reserve the right to update these Terms of Use, our privacy policy, our cookies policy and any other documentation referred to in any of these documents from time to time. We may change our Terms of Use and other documentation for any reason, including:
 - a. to reflect any changes in the way we carry out our business;
 - b. to account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any

adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website;

- c. to accurately describe our current data-processing activities so that you are kept up to date with our latest practices;
 - d. to inform you of any changes in the way that we use cookies or similar information-gathering technologies; or
 - e. to ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and official guidance.
2. If required by law, we will provide you with notice of any changes in these Terms of Use or the other documentation referred to in them by posting a notice on the website and/or by posting an updated version of these Terms of Use or other such documentation on our website with a new effective date stated at the beginning of them.
 3. By continuing to access our website after we have updated our Terms of Use, terms of sale, and/or user content agreement, you agree to be bound by those updated versions. You also acknowledge that by continuing to access our website after we have updated our privacy policy and/or our cookies policy, that the practices set out in those updated policies will apply to our handling of your information and our use of cookies and similar technologies.
 4. You must check these Terms of Use and all other documentation referred to in them each time you access our website in order to ensure that you are aware of the terms that apply to you at that time.
 5. The date that these Terms of Use and/or any other documents (including our privacy policy and cookies policy) were last amended is set out at the top of that document and is referred to as that document's "effective date".

6. Your account details

1. If we provide you with account information such as a user name, identification number, account code and/or password, you must keep such information confidential and secret and not disclose it to anyone. All account information is provided for use of the named account holder only, and not for any other person. You are responsible for any consequences of unauthorised access to your account due to any disclosure of your account information to any third party.
2. Where we provide you with the option to select your own login information, including a password, we recommend that you supply login information unique to your own use of this website, and do not use information from other accounts you may hold with other websites or any easily discoverable information about you. You are responsible for any consequences of unauthorised access to your account due to any disclosure of your login information to any third party.
3. You must never use another user's account without permission. When creating your account, you must provide accurate and complete information. You agree that you will not solicit, collect or use the login credentials of other individuals. We prohibit the creation of, and you agree that you will not create, an account for anyone other than yourself. You also represent that all information you provide to us upon registration and at all other times will be

true, accurate, current, and complete. You agree to update your information as necessary to maintain its truth and accuracy.

4. We reserve the right to withdraw access to your account without notice for any actual or suspected breach of these Terms of Use or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorised access to your account, or any unauthorised disclosure of your login information.
5. If you know or suspect that the confidentiality of your login information has been compromised, for example, by the disclosure of such information to any third party, you must immediately change your password. If you are unable to change your password, you must immediately notify us by email, at info@orchidlive.com.

7. Ownership of material on our website

1. All trade marks, service marks, trade names, logos, copyright and other intellectual property rights in our website and its content are either owned by us or licensed to us. All such rights are protected by intellectual property laws around the world, and all rights are reserved. Any use of the website and its contents, other than as specifically authorised herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us.
2. The trade marks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our website (collectively, "Third Party Mark(s)") may be trade marks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms of Use, or in terms provided by the owner of a Third Party Mark, nothing in these Terms of Use or on or via the website should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of our or any Third Party Marks that are used or displayed on the website, without the respective owner's prior written permission, in each instance. All goodwill generated from the use of our trade marks will benefit us exclusively.

8. Information and content on our website provided on non-reliance basis

1. Our website is made available to you in order to provide you with general information about us, our business, and any products or services that we offer from time to time. We do not make our website available for any other purposes, except as expressly provided in these Terms of Use.
2. The content on our website is not intended to be construed as advice. You must not rely on any of the content of our website for any purposes whatsoever, and you must seek your own independent professional advice before deciding to take any course of action on the basis, whether in whole or in part, of any of the content available on our website at any time.
3. We make no representations and provide no warranties whatsoever, whether express or implied, that any of the content or materials available on our website from time to time are accurate, up to date or complete.

9. `$showCookiesPolicy`

Permitted use of materials on our website

1. The content on our website is provided for your personal, private and non-commercial use only. You may print or share the content from our website for lawful personal, private and non-commercial purposes, and you

may also make others within your organisation aware of the content on our website. You may not otherwise extract, reproduce or distribute the content of our website without our prior written consent.

2. Whenever you print, download, share or pass on content from our website to others, you must not make any additions or deletions or otherwise modify any text from our website, you must not alter or change any images, media or graphics from our website in any way, you may not remove any accompanying text from such images, media or graphics, and you must ensure that all content passed on to any third party is an accurate representation of the content as it appears on our website.
3. You are prohibited from using any robots, spiders, data mining or scraping technology or any similar third party tools for the extraction or reproduction of any data or content from our website without our prior written consent.
4. Whenever you pass on any content or materials from our website to anyone, you must acknowledge us as the authors of such content or materials (or any other authors wherever credited by us) at the time when you pass on such content or materials.

10. Prohibited uses of our website

1. You must not reproduce, duplicate, copy or resell any part of our website or any content from our website, save and except to the extent expressly permitted in these Terms of Use.
2. You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our website or any part of it, our systems, any of our hardware or equipment or any networks on which our website is hosted, any software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.
3. You must use our website for lawful purposes only and in accordance with these Terms of Use. You must not use our website:
 - a. for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
 - b. for any fraudulent purposes whatsoever;
 - c. to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorised by us;
 - d. to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;
 - e. to communicate with, harm or attempt to harm children in any way; or
 - f. in any way or for any purpose that breaches these Terms of Use or the terms of any of the documents these Terms of Use refer to.
4. You must not submit any information about you to us if you are under the age of 18, or about any other person who is either:

- a. under the age of 18; or
 - b. if they are aged 18 or above, where you have not received their prior written consent to submit information about them to us.
5. You must not submit to us any information which is considered 'sensitive personal information'. 'Sensitive personal information' is information about you or any other person which reveals your or their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or which is genetic data, biometric data, information which concerns your or their health, sex life or sexual orientation.
6. If you accidentally or intentionally submit such information to us, you will be considered to have consented to our processing of that information on the basis of Article 9(2)(a) of the General Data Protection Regulation (Regulation (EU) 2016/769).

11. Viruses and other harmful content

1. We do not guarantee that our website does not contain viruses or other malicious software. However, we do make reasonable efforts to prevent such viruses or bugs from being uploaded to our website.
2. We shall not be responsible for any bugs or viruses on our website, or any software that might be transferred to your computer from our website, or any consequences which the presence or operation of such programs may have.
3. You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or other browsing device.
4. You must not upload or otherwise introduce to our website any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.
5. You must not use any third parties, software or technology to attempt to gain unauthorised access to our website, our servers, systems, hardware, software or data.
6. You must not attempt to perform any denial of service type attack on our website.
7. You must not perform any action which would contravene the Computer Misuse Act 1990.
8. We may report any breach or suspected breach of this *clause 11 (Viruses and other harmful content)* to the relevant authorities and may disclose your identity.

12. Links to other websites

1. Links to third party content or websites may appear on our website from time to time. We are not responsible for the content of any websites accessible via any link(s) on our website. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate.
2. Any third party website accessible via a link on our website may collect and process your information. We are not responsible for any data-processing activities carried out by any third party website which is linked to from our website, and we disclaim any and all liability in respect of the same. You should check the privacy policy of any such third party to establish how they may use your information before you decide to use their website and its features.

13. Links to our website

1. You may not link to our website without our prior written consent.
2. Where you have obtained our consent to link to our website:
 - a. you may provide links to our website on other websites owned by you, provided that such websites and the use of any links to our website comply with these Terms of Use;
 - b. wherever you post a link to our website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and
 - c. you must not link to our website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and in any event, without having first obtained our prior written consent.
3. We may withdraw permission to link to our website at any time. In the event that we withdraw permission to link to our website and inform you of the same, you must immediately remove or cause to be removed any links to our website.

14. EXCLUSIONS AND LIMITATIONS OF LIABILITY

1. We do not exclude our liability to you where it would be unlawful to do so, for example, for death or personal injury caused by our negligence. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.
2. SUBJECT TO THE AFORESAID, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:
 - a. YOUR USE OF OUR WEBSITE;
 - b. ANY CORRUPTION OR LOSS OF DATA;
 - c. ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER);
 - d. ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
 - e. ANY LOSS OF SAVINGS, PROFITS, SALES, BUSINESS OR REVENUE;
 - f. ANY LOSS OF REPUTATION OR GOODWILL;
 - g. ANY LOSS OF SAVINGS;

- h. ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
- i. ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES,

AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING.

1. WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.
2. You specifically agree that we shall not be liable for any content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
3. YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.
4. To the extent that any of the provisions of this *clause 14 (EXCLUSIONS AND LIMITATIONS OF LIABILITY)* are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability, limiting our liability to you to the maximum extent permitted by law.

1. INDEMNIFICATION

1. You (and also any third party for or on behalf of whom you operate an account or activity on the website) agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the website or those conducted on your behalf):
 - a. your uploads, access to or use of the website;
 - b. your breach or alleged breach of these Terms of Use;
 - c. your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
 - d. your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental

authorities, including, without limitation, all regulatory, administrative and legislative authorities; or

e. any misrepresentation made by you.

2. You will cooperate as fully required by us in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

2. DISCLAIMERS

1. THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

- a. THE SERVICE;
- b. THE WEBSITE CONTENT;
- c. USER CONTENT; OR
- d. SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE WEBSITE.

IN ADDITION, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

2. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.
3. BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.
4. WE DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

3. **AGE RESTRICTIONS ON USE OF OUR WEBSITE**

1. Our website and any products or services available on or via the website are not intended for use by individuals under the age of 18.
2. IF YOU ARE UNDER THE AGE OF 18, YOU MUST NOT USE OUR WEBSITE, PURCHASE OR ATTEMPT TO PURCHASE ANY OF OUR PRODUCTS OR SERVICES, OR SUBMIT ANY INFORMATION ABOUT YOU OR ANYONE ELSE TO US.
3. We do not knowingly or intentionally process information about any individual under the age of 18.

4. **Governing law and jurisdiction**

1. These Terms of Use, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with English law.
2. The courts of England and Wales shall have exclusive jurisdiction over any claims or disputes arising from or in relation to these Terms of Use and any documents they refer to.

5. **Copyright, credit and logo**

1. The copyright in these Terms of Use is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. Unless expressly indicated otherwise, all intellectual property rights in this document and elsewhere on our website, including any content on our website, are reserved.
2. These Terms of Use are based on a General Data Protection Regulation (Regulation (EU) 2016/769) ("GDPR") compliant template provided by GDPR Privacy Policy. For further information, please visit www.gdprprivacypolicy.org.
3. Where we display the GDPR Privacy Policy logo on our website, this is used to indicate that we have adopted a privacy policy template provided by GDPR Privacy Policy as the basis for this Privacy Policy.

User Content Agreement

This User Content Agreement sets out the terms that apply to you when you use any interactive functions on our website, <https://orchidlive.com> (our **website**). When you click agree to this User Content Agreement, you agree to be bound by its terms in addition to our website terms of use, you acknowledge that your information will be processed in accordance with our privacy policy, and that we use cookies and similar technologies in accordance with our cookies policy.

This User Content Agreement is effective from 25th May 2018.

Please read this User Content Agreement carefully. We recommend that you print off a copy of this User Content Agreement for your records, as well as any future versions of it, as we may update it from time to time.

If for any reason whatsoever you do not agree to this User Content Agreement or do not wish to be bound by any or all of its terms, you must not click agree to this User Content Agreement, and you must not access or use any interactive functions of our website, link to our website, contact other users of our website or upload any content to our website.

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1. **Basis of agreement**
 1. This User Content Agreement, in addition to our Terms of Use, sets out the terms and conditions that apply to you when you access any interactive features of our website, upload content onto our website, interact with other users of our website or upload links on our website.
 2. When you click agree to this User Content Agreement, you agree to be bound by the terms set out herein.
 2. **Variation of this User Content Agreement**
 1. We may vary the terms of this User Content Agreement from time to time:
 - a. to reflect any changes in the way we carry out our business;
 - b. to account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website; or
 - c. to ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and guidance.
 2. By continuing to access our website after we have updated this User Content Agreement, you agree to be bound by that updated version.
 3. You must check this User Content Agreement each time you access our website in order to ensure that you are aware of the terms and conditions that apply to you at that time.

4. If required by law, we will provide you with notice of any changes we make to this User Content Agreement by posting a notice on our website. Where we make any changes to this User Content Agreement, we will post the updated version on our website with a new effective date stated at the beginning of it.
5. The date that this User Content Agreement was last amended is set out at the top of the document and may be described as the document's "effective date".

3. **Content uploaded to our website**

1. Whenever you make use of any feature or interactive function on our website that enables you to upload content to our website, any content you upload must:
 - a. state any facts accurately;
 - b. state opinions only when, and to the extent that, they are genuinely held, and you must also state the person to whom those opinions belong;
 - c. comply with all applicable laws and regulations both in England and Wales, any country from which you upload the content and any other applicable laws from time to time; and
 - d. not constitute Prohibited Content (described in *clause 6 (Prohibited Content)* below).
2. You may upload your own confidential information to our website, but any confidential information you upload will be made public and non-confidential by you uploading it. We do not guarantee that any content uploaded by you will be treated as confidential, and we disclaim any responsibility for maintaining the confidentiality of any such uploaded content. You must not upload confidential information belonging to any other person. Any and all content that you upload to our website will be treated as non-confidential.
3. We are not responsible for securing or backing up any data or content uploaded by you, and we are not responsible for any loss or corruption of such data or content. If you do not wish to lose any content uploaded by you, you should back up and secure such content independently.
4. You shall be solely responsible for content you upload to our website and for the consequences of uploading or publishing it. In connection with your uploads and anything contained, displayed, featured, incorporated, or appearing therein or related thereto, you hereby represent and warrant that you either:
 - a. are the owner of all copyright and other intellectual property rights in the content uploaded by you; or
 - b. are licensed or otherwise legally authorised by the owner of the copyright or other intellectual property rights in the content you upload to use that content and to distribute that content on or via third party websites (including on or via our website) in the public domain on a non-confidential basis, and to grant the licence described in *clause 4.2 (Rights you grant in relation to content uploaded to our website)* for and on behalf of the owner of the copyright.
5. You further represent and warrant that your use and/or uploading of any content to our website does not infringe and will not infringe on the copyright, trade mark, trade secret, rights or privacy or publicity, or other intellectual property or personal rights of any person or entity.

6. If you own the copyright in any photograph, video or other material that appears on our website and you consider that its appearance on our website violates your copyright, please notify us by email at info@orchidlive.com. If you are uncertain whether the use of the content you are reporting infringes your legal rights, you may wish to seek legal guidance. Please bear in mind that submitting intentionally misleading reports of infringement may be punishable under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA") in the United States, with similar laws existing in other countries.

4. Rights you grant in relation to content uploaded to our website

1. You shall at all times remain the owner of all copyright in the content uploaded by you, unless the copyright in such content is owned by a person other than yourself, in which case that person shall retain the ownership of the content.
2. By uploading content to our website, you grant us a worldwide, transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to use, copy, adapt, modify, reproduce, process, publish, transmit, display and distribute such content to anyone, by any means whatsoever, for any lawful purpose, and to relicense, whether or not in exchange for payment, third parties to do the same. This means that any content you upload to the internet via our website is public, and may be distributed anywhere by anyone, including persons other than ourselves and those to whom we have relicensed it.
3. You grant each user of the website a non-exclusive licence to access the content you upload through the website, and to use, copy, reproduce, distribute and display such content as permitted through the functionality of the website and under this User Content Agreement.
4. You waive any claims you may have based on any usage of the content you upload or the works derived therefrom including (but not limited to) claims for infringement, invasion, misappropriation, or violation of intellectual property or personal rights.

5. Prohibited uses of our website

You must use our website for lawful purposes only and in accordance with this User Content Agreement. You must not use our website:

1. to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing the same;
2. to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate or market to anyone any goods, services or business not authorised by us;
3. for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
4. for any fraudulent purposes whatsoever;
5. to communicate with, harm or attempt to harm children in any way; or
6. in any way or for any purpose that breaches this User Content Agreement or the terms of any other documents referred to in it.

6. Prohibited Content

You must not upload any content to our website, or upload to our website any links to

third party websites containing content which falls into any one or more of the following categories (**Prohibited Content**):

1. contains confidential information belonging to any other person, save and except where you have the legally binding authorisation of such person to upload the content to our website;
2. contains any advertising or promotions relating to any other business or that provides a link to any other business, without our prior written consent;
3. is deceptive, dishonest, deceitful, inaccurate or untrue;
4. misrepresents your identity, status or any affiliation you may have with any third party;
5. impersonates any other person or organisation;
6. represents or suggests that the content is provided by us or reflects our views, opinions, positions, activities or affairs;
7. contains any swear word or profanity, is offensive, obscene, hateful or aggressive, threatening, abusive, harassing or malicious towards any person or is likely to cause anxiety, distress, discontent or annoyance, or which promotes violence, hatred, aggression or unrest;
8. is in any way discriminatory towards any person or class of persons on account of nationality, race, gender, age, religion, disability, sexual orientation or any other characteristic or ground(s) capable of constituting unlawful discrimination under the Equality Act 2010;
9. infringes any intellectual property rights of any other person, including, without limitation, any copyrights, database rights or trade marks;
10. breaches any statutory duty owed to any other person;
11. breaches the terms of any contract owed to any other person;
12. contravenes the terms of any court order;
13. is defamatory, disparaging, rude or insulting towards any person or organisation or which is capable of harming the reputation of any person or organisation;
14. contains, alludes to or describes any sexually explicit material, or which redirects users to such content;
15. incites, encourages, advocates or promotes any illegal activity, or assists anyone in the commission, planning or conduct of any illegal activity; or
16. contains a statement that is likely to be understood by some or all of the members of the public to whom it is published as a direct or indirect encouragement or other inducement to them to the commission, preparation or instigation of acts of hatred, violence or terrorism.

7. Actions we may take in relation to uploaded content

1. We reserve the right to take any action whatsoever that we deem appropriate in respect of any suspected or actual breach of this User Content Agreement. Such action may include:
 - a. issuing you with a warning in respect of your non-compliance with the terms of this User Content Agreement;
 - b. suspension or termination, without notice, of your right to use our website;
 - c. modification or removal of any content uploaded by you;
 - d. disclosure of your identity to any third party where that third party (or their representative) makes a complaint to us relating to content

uploaded by you, and it appears to us that the content uploaded by you constitutes a violation of their or any other person's intellectual property rights, privacy rights or any other rights;

- e. disclosure of your identity, any content uploaded by you and any other relevant information to the police or any other law enforcement authority in the event that we deem this to be reasonable, necessary or otherwise required or permitted by law;
- f. commencing legal proceedings against you for all expenses that we incur because of any breach by you of this User Content Agreement; or
- g. any other or additional action that we deem appropriate in the circumstances.

2. YOU HEREBY HOLD HARMLESS AND INDEMNIFY US FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REPUTATION OR GOODWILL, AND ANY OTHER SECONDARY OR CONSEQUENTIAL LOSSES), PENALTIES, COSTS (INCLUDING PROFESSIONAL AND LEGAL COSTS ON A FULL INDEMNITY BASIS) AND EXPENSES SUFFERED OR INCURRED BY US ARISING FROM, IN CONNECTION WITH OR RELATING TO ANY BREACH BY YOU OF THIS USER CONTENT AGREEMENT OR OUR TERMS OF USE OR ANY ACTION BROUGHT AS A CONSEQUENCE OF ANY CONTENT BEING UPLOADED BY YOU (INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY CONTENT).

3. We shall have no liability to you whatsoever for the consequences of any action we take in response to any breach by you of the terms of this User Content Agreement, our website terms of use, or any other document, laws or regulations governing your use of our website.

8. No responsibility for user-generated content

Some parts of our website may contain content and materials that have been uploaded by other users. Any such content is owned by or licensed to the users who uploaded the material, or owned by other third parties and has not been approved by us. We make no representations and provide no warranties whatsoever in respect of any such user-generated content, and have no obligation to monitor or review any such content. Any opinions or views contained in any user-generated content may describe the opinions and views of the users who uploaded it and/or the views of third parties and not our own views, opinions, positions or values. Accordingly, we do not endorse any opinions, advice or recommendations contained in any user-generated content.

9. Viruses and other harmful content

- 1. You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or browsing device which you use to access our website.
- 2. You must not upload or otherwise introduce to our website any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.
- 3. You must not use, whether by yourself or in conjunction with any third parties, any software or technology to attempt to gain unauthorised access to our

website, our servers, systems, hardware, software or data, or cause, encourage or entice any third party to do the same.

4. You must not perform any denial of service type attack on our website.
5. You must not perform any action which would contravene the Computer Misuse Act 1990.
6. We may report any breach or suspected breach of this *clause 9 (Viruses and other harmful content)* to the relevant authorities and may disclose your identity to them.

10. Links to other websites

1. We are not responsible for the content of any website(s) accessible via any link(s) on our website from time to time. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related, suitable, appropriate, lawful or accurate.
2. Any third party website accessible via a link on our website may collect and process information about you. We are not responsible for any data-processing activities carried out by any third party website linked to from our website or how such third parties may use information about you, and we disclaim any and all liability in respect of the same. You must check the privacy policy of any such third party to establish how they may use information about you before you decide to use their website and its features.

11. Links to our website

1. Where you have obtained our consent to link to our website:
 - a. you may provide links to our website on other websites owned by you, provided that such websites and the use of any links to our website comply with these Terms of Use;
 - b. wherever you post a link to our website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and
 - c. you must not link to our website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and in any event, without having first obtained our prior written consent.
2. We may withdraw permission to link to our website at any time. In the event that we withdraw permission to link to our website and inform you of the same, you must immediately remove or cause to be removed any links to our website.

12. Conflict

The terms of this User Content Agreement shall prevail over any other terms which may conflict with them, including any terms in our Terms of Use, privacy policy or cookies policy.

13. Severance

In the event that any term of this User Content Agreement is found by a court of competent jurisdiction to be void, invalid, illegal, unenforceable or non-binding, it shall be modified to the minimum extent necessary to make it valid, legal, effective and binding, giving effect to the purpose of the original term to the maximum extent possible. In the event that such modification of the term is not possible, it shall be

deleted from this User Content Agreement. Where a term is defective only because of a partial term, sub-clause or part-provision of a term, and such modification is not capable of remedying the defect, that defective partial term, sub-clause or part-provision alone shall be deleted. No deletion of any term or partial term, sub-clause or part provision under this clause shall affect the validity of the remainder of this User Content Agreement or any other terms contained herein.

14. Assignment

1. We may assign, transfer or otherwise deal with, in any way whatsoever, any of our rights and obligations under this User Content Agreement. We may need to do this, for example, if we sell part or all of our business, in order to obtain credit from a third party, where we engage subcontractors, or in connection with the enforcement of our rights. Where we do assign, transfer or otherwise deal with our rights and obligations under this User Content Agreement, we will try to give you notice of such action.
2. You may not assign, transfer or otherwise deal with, in any way whatsoever, any of your rights and obligations under this User Content Agreement.

15. Waiver

Any failure to exercise or delay by us in exercising any of the rights or remedies that we may have under this User Content Agreement or otherwise shall not constitute a waiver of those rights or remedies, or any other rights or remedies that we may have against you or any other person at any time. Any exercise of our rights and remedies under this User Content Agreement or otherwise shall not restrict us in any way from the further exercise of those same rights or remedies, or any other rights or remedies that we may have against you or any other person at any time.

16. Third party rights

Save and except as expressly provided in this User Content Agreement, no person other than a party to this agreement shall have any rights or remedies (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) in respect of this User Content Agreement.

17. Reservation of rights

The rights and remedies arising under this User Content Agreement are in addition to any rights and remedies arising under law.

18. Governing law and jurisdiction

1. This User Content Agreement, any documents referred to in it, and any disputes arising from or in relation to it, whether contractual or not, shall be governed by and construed in accordance with English law.
2. The courts of England and Wales shall have exclusive jurisdiction over any claims or disputes arising from or in relation to this User Content Agreement or any documents referred to in it.

19. Copyright, credit and logo

1. The copyright in this User Content Agreement is either owned by, or licensed to, us and is protected by copyright laws around the world and copyright protection software. All intellectual property rights in this document are reserved.
2. This User Content Agreement is based on a General Data Protection Regulation (Regulation (EU) 2016/769) ("GDPR") compliant template provided by GDPR Privacy Policy. For further information, please visit www.gdprprivacypolicy.org.

3. Where we display the GDPR Privacy Policy logo on our website, this is used to indicate that we have adopted a privacy policy template provided by GDPR Privacy Policy as the basis for this Privacy Policy.
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