

# PRIVACY POLICY

#### WELCOME TO OUR WEBSITE.

This Privacy Policy sets out how Serenity Lifestyle Concierge uses and protects any personal information that you provide to us. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when making an enquiry with us, you can be assured that it will only be used in accordance with this Privacy Policy.

For purposes of this Agreement, "Site" refers to the Company's website, which can be accessed at https://www.serenitylifestyleconcierge.co.uk "Service" refers to the Company's services accessed via the Site. The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Service. By accessing our Site or our Service, you accept our Privacy Policy, and you consent to our collection, storage, use and disclosure of your Personal Information as described in this Privacy Policy.

#### DATA WE MAY COLLECT

Serenity Lifestyle Concierge collects "Non-Personal Information" and "Personal Information" in the categories described below.

Usage data:- Serenity Lifestyle Concierge will process information about your use of our website and services ("usage data").

The usage data may include:

The browser types and versions used.

The operating system used by the accessing system.

The website from which an accessing system reaches our website (so-called referrers).

The sub-websites.

The date and time (so-called timestamp) of access to the Internet site.

An Internet protocol address (IP address).

The internet service provider (ISP) of the accessing system.

The geographical location of the user.

The page views and site navigation paths.

The pattern of the users' use of the service with regards to timing and frequency.

Any other similar data and information that may be used in the event of attacks on our information technology systems.

The source of the usage data is Google Analytics.

The usage data collected is needed to:

- Deliver the content of our website correctly.
- Optimise the content of our website as well as any advertisement.
- Ensure the long-term viability of our information technology systems and website technology.
- Provide law enforcement authorities with the information necessary for criminal prosecution in case of a cyber-attack.

Google Analytics stores information about:

- -The pages you visit
- -How long you spend on each page
- -How you got to the site
- -What you click on while you're visiting the site.

In order to process this information we have a legitimate interest in monitoring and improving our website and services.

Notification data:- Serenity Lifestyle Concierge may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data").

Enquiry data, correspondence data and customer relationship data:- Serenity Lifestyle Concierge may process information contained in any enquiry you submit to us regarding our services and products ("enquiry data"). If a user contacts us via email or via a contact form, the personal information transmitted by the user is automatically stored.

The personal information may include:

- the user's contact information
- the user's name
- the name of the user's employer
- the user's job title or role
- the metadata associated with the communication
- and information contained in communications between the user and Serenity Lifestyle Concierge.

Such personal data transmitted on a voluntary basis by a user to Serenity Lifestyle Concierge stored for the purpose of processing or contacting the user, managing our relationships with customers, keeping records of communication with the user, and promoting our products and services to customers.

#### HOW WE USE AND SHARE INFORMATION

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

In general, the Personal Information you provide to us is used to help us communicate with you. For example, we use Personal Information to contact users in response to questions, solicit feedback from users, provide technical support, and inform users about promotional offers.

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

Legal purpose of the processing of personal data:- Serenity Lifestyle Concierge may process any of your personal information identified in this privacy policy where necessary for the establishment, exercise or defence of legal claims, both in court proceedings and in an administrative or out-of-court procedure. The legal basis for this processing is the protection and assertion of our legal rights, your legal rights and the legal rights of others. Serenity Lifestyle Concierge may also process any of your personal information identified in this privacy policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, fulfillment of tax obligations, or obtaining professional advice. The legal basis for this processing is the proper protection of our business against risks.

#### RETAINING AND DELETING YOUR PERSONAL INFORMATION

The personal information that we process for any purpose or purposes will not be kept for longer than is necessary for the expressed purpose. We will retain your personal data as follows: Email address, IP addresses, name and phone number will be retained for a minimum period of 7 years and for a maximum period of 10 years. In some instances it is not possible for us to specify in advance the periods for which your personal information will be stored by us. In such cases, we will determine the period of retention based on the following criteria: the period of retention of Email address, IP addresses, name and phone number will be determined based on the continuation of contact with you.

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

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

- If you wish to access, correct, update, or request deletion of your personal information, you can do so at any time by emailing victoria@slconcierge.co.uk.
- In addition, you can object to the processing of your personal information, ask us to restrict the processing of your personal information, or request portability of your personal information.
- You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing emails we send you. To opt-out of other forms of marketing, please contact us by emailing victoria@slconcierge.co.uk.

- Similarly, if we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

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

#### DATA BREACH POLICY

If you suspect a data breach on our site, you must contact us immediately. We will report any suspected breach to the ICO within 72 hours.

#### DATA PROTECTION OFFICER

Our data protection officer's contact details are: victoria@slconcierge.co.uk

#### LINKS TO OTHER WEBSITES

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

# **UPDATES**

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

#### **CONTACT US**

This website is owned and operated by Serenity Lifestyle Concierge. If you have any questions regarding this Privacy Policy or the practices of this Site, please contact us by sending an email to victoria@slconcierge.co.uk.

This Privacy Policy was last updated in August 2020.



# TERMS OF USE

#### WELCOME TO OUR WEBSITE.

For purposes of this agreement, "Site" refers to the Company's website, which can be accessed at https://www.serenitylifestyleconcierge.co.uk "Service" refers to the Company's services accessed via the Site, in which users can outsource a variety of tasks. The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the Service via our website located at https://www.serenitylifestyleconcierge.co.uk Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.

#### PRIVACY POLICY

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

#### **USAGE RESTRICTIONS**

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

- You agree that you will not under any circumstance:
- Access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service
  - Collect or harvest any personal data of any user of the Site or the Service
- Use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise
- Distribute any part or parts of the Site or the Service without our explicit written permission
  - Use the Service for any unlawful purpose or for the promotion of illegal activities
  - Attempt to, or harass, abuse or harm another person or group

- Interfere or attempt to interfere with the proper functioning of the Service
- Make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure
- Bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data
- Circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service
- Publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

# **ONLINE CONTENT DISCLAIMER**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties.

We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service.

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

# LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers.

We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content.

Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

# COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users do the same. We have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification by contacting us in writing at our designated copyright agent at 1 Coachmans Lodge, Frances Road, Windsor, SL4 3UU.

# LICENSE GRANT

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

# INTELLECTUAL PROPERTY

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

#### EMAIL MAY NOT BE USED TO PROVIDE NOTICE

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

# USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you:

- consent to receive communications from us in an electronic form via the email address you have submitted
- agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information a

#### WARRANTY

The service is provided "as is", without warranty of any kind, without limiting the foregoing, we expressly disclaim all warranties, whether express, implied or satutory, regarding the service including without limitation and warranty or merchantability, fitness for a particular purpose, title, security, accuracy and non infringement. Without limiting the foregoing, we make no warranty or representation that access to or operation of the service will be uninterrupted or error free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the service. Some jurisdictions limit or do not permit disclaimers or warranty, so this provision may not apply to you.

Limitation of damages:

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

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

#### **UPDATES**

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#### **GENERAL TERMS**

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement. You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms of Use and your use of the Site are governed by the laws of the United Kingdom, without regard to conflict of law provisions. We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorised assignment or delegation by you is void.

You acknowledge that you have read these Terms of use, understand them and will be bound by them.

You further acknowledge that these Terms of Use together with our Privacy policy represent the complete and exclusive statement of the agreement between us and the it superseded any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.