

## **Introduction**

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Alex Calinescu, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by Alex Calinescu and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Alex Calinescu and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

## **Intellectual property and acceptable use**

1. All Content included on the Website, unless uploaded by Users, is the property of Alex Calinescu, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following only:
  - a. retrieve, display and view the Content on a computer screen
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Alex Calinescu.

## **Prohibited Use**

4. You may not use the Website for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Registration**

- 5. You must ensure that the details provided by you on registration or at any time are correct and complete.
- 6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
- 7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
- 8. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

### **Availability of the Website and disclaimers**

- 9. Any online facilities, tools, services or information that Alex Calinescu makes available through the Website or subscription services (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Alex Calinescu is under no obligation to update information on the Website.
- 10. Whilst Alex Calinescu uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 11. Alex Calinescu accepts no liability for any disruption or non-availability of the Website.
- 12. Alex Calinescu reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

### **Limitation of liability**

13. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

14. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

15. To the maximum extent permitted by law, Alex Calinescu accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

### **General**

16. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

17. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

18. These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

19. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

20. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

21. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

22. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## Privacy Policy:

### 23. Data Collection and Use.

- a. Information You Directly and Voluntarily Provide to Us. We may collect and store some or all of the following information you make available to us:

If you download, register for or use the subscription service, we may ask you to provide your name, mailing address, email address, telephone number, image, interests, demographic profile, credit card information, username, password and other registration information. You may be required to register with us and provide us with the information we request from you in order to use the Service or to use some or all of the features offered by the Service. We may also offer you the option to complete a user profile that may be visible to other users of the Service. If a user profile feature is offered through the Service, you may be able to adjust the settings in your user account to specify the information in your user profile that will be shared publicly, that will only be shared with your friends, or that will remain private. If you are a registered user you may also be able to adjust your account settings through your user account. We note that, even if you adjust your settings so that your user profile is only shared with your friends or remains private, we will still be able to access and view the information you provide as part of your user profile as well as information you provide when you contact us for technical or customer support or with questions about your use of the Service.

- b. Information Automatically Collected from You. In addition to the information you provide to us, the Service may collect and store additional information automatically, this information may include:

Device registration data (e.g., the type of mobile device you use, your mobile device's unique device or advertising ID, IP address, operating system and browser type)

Device settings (e.g., language preference)

Mobile carrier

Information about how you use the Service (for example, how many times you use the Service each day)

Requested and referring URLs

Location data collected through your device (including, for example, precise location data such as GPS and WiFi information)

Information You Publicly Post through the Service. If you post information on public areas of the Service, such as reviews, comments or forums, that information may be collected and used by Alex Calinescu, other users of the Service, and the public generally.

We strongly recommend that you do not post any information through the Service that allows strangers to identify or locate you or that you otherwise do not want to share with the public.

d. How We Use the Information We Collect from You:

We and our service providers may use the information you provide or that is collected through the Service to operate and improve the Service, our other sites, applications, products and services, or to contact you from time to time to provide you with important information, notices and marketing promotions relating to the Service. If you wish to opt-out of receiving marketing communications from us by email, please follow the instructions contained in each email you receive from us describing how you can opt-out of receiving further marketing communications from us. If you are a registered user you may also be able to adjust your email settings by logging into your account and adjusting your account settings.

**24. Collection of Information by Third Parties.**

a. Advertising and Analytics.

The Service may be supported through advertising, and we may work with third-party advertisers and advertising networks to provide advertising through the Service. We may provide these third-party advertisers and advertising networks with the ability to collect information about how you interact with the Service and, if applicable, your mobile device. This information may include the unique device or advertising identifier associated with your device and your precise location information, in order to help analyze and serve targeted advertising on the Service and elsewhere (including third-party sites and applications).

We may also work with third party analytics companies to help us understand how the Service is being used, such as data collection, reporting, ad response measurement, and website and mobile application analytics, as well as to assist with delivery of relevant marketing messages and advertisements. We may use any third party analytics services providers ("Analytics Services") to collect information about your use of the Service. These Analytics Services may collect information about the content you view and your system information and geographic information. The information generated by the Analytics Services about your use of the Service will be transmitted to and stored by the Analytics Services. The information collected by the Analytics Services allows us to analyze your use of the Service.

We encourage you to review your device and Service settings to ensure they are consistent with your preferences, including with respect to the collection and use of information. You may be able to stop further collection of certain information by the Service by updating your applicable device settings, or you may uninstall the Service. In addition, you may choose not to share your location details by adjusting your mobile device's location services settings. For instructions on changing the relevant settings, please contact your service provider/carrier or device manufacturer.

b. Third Party Links and Content.

In addition, the Service may include third-party advertising, links to third-party websites, and other content from third-party businesses. These third parties may use cookies, pixels and web beacons

to track the actions of users online over time and across different websites or platforms in order to deliver targeted electronic advertisements to an individual user. For information about how tracking works for online advertising purposes you can visit <http://www.aboutads.info/choices> or <http://www.aboutads.info/appchoices>. We do not have access to or control over cookies, pixels or web beacons that third-party websites or partners may use. We are not responsible for the privacy practices or the content of these third-party websites. You are encouraged to review the privacy policies of the different websites that you visit. In addition, some third-party advertising companies may provide a mechanism to opt-out of their technology. For more information about the opt-out process, you may visit the Network Advertising Initiative website, available at: [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

c. Do Not Track Requests.

If you access the Service through a browser, your browser may allow you to adjust your browser settings so that “do not track” requests are sent to the websites that you visit. However, we will not disable tracking technology that may be active on the Service in response to any “do not track” requests that we receive from your browser. You can change your privacy preferences regarding the use of cookies and other similar technologies through your browser. You may set your browser to accept all cookies, block certain cookies, require our consent before a cookie is placed in your browser, or block all cookies. Blocking all cookies will affect your online experience and may prevent you from enjoying the full features offered through the Service.

d. Payment Processors.

If you make a purchase through the Service, you may be able to pay using a third-party payment service, such as Stripe, PayPal, Apple Pay, Amazon Pay or other third-party payment services. All information collected by these third-party payment services for purposes of processing your payments is not available to us, unless you have otherwise provided this information to us in connection with your use of the Service. Information collected from you by these third-party payment services is governed by the applicable third-party payment service’s privacy policy. You should review the applicable privacy policy prior to submitting any information to the applicable third-party payment service.

e. Promotions, Sweepstakes, and Contests.

From time to time, we may host a promotion, sweepstakes, or content on the Service. You may be asked to provide personal information or permit the transfer of your personal information to a third party in connection with such promotion, sweepstakes or content. The parties whose privacy policy applies will be disclosed at point of collection or transfer and you will have a choice of whether or not you wish to permit such transfer or collection of information to a third party.

## **25. Social Media Services**

The Service may use social networking or “share functionality” or may contain links to third-party social media sites or applications that are not owned or controlled by us. Your use of these features may result in the collection or sharing of information about you by these sites or applications, depending on the feature. Alex Calinescu has no control over, and assumes no responsibility for, any share functionality or the content, privacy policies, or practices of any

third-party site or application. You are subject to the policies of those third parties when and where applicable. We also may allow you to use social media sites or applications to leverage your existing social media site or application accounts to access features of the Service. Please review your privacy settings for your applicable social media site or application account, as those settings determine what information may be made available to us when you access the Service through the applicable social media site or application.

We encourage you to review the privacy policies and settings on the social media sites or applications with which you interact to make sure you understand the information that may be collected, used, and shared by those sites.

## **26. Children Under Age 13**

The Service is not intended for children under age 13. We do not knowingly collect or distribute personal information from or about children under the age of 13.

## **27. How We Share Your Information**

We may share your personal information in the manner described below. In the case of onward transfer to third parties of data of EU and Swiss individuals received pursuant to the EU-US and Swiss-US Privacy Shield Frameworks, we are potentially liable. We may share the information you provide or that we collect in some circumstances as follows:

- a. **Advertisers.** We may share your information with advertisers, third-party advertising networks and analytics companies who may use it to deliver targeted advertisements to you on the Service or third-party websites or advertisers. Similarly, these advertisers may share information with us about you that they have independently gathered or acquired. We may also share encrypted versions of information we have collected in order to enable our advertising partners to perform data analysis or for advertising-related use.
- b. **Corporate Affiliates.** We may share your information in order to provide joint content and services (like registration, transactions and customer support), or to improve your experience with our Services, products and other services.
- c. **Partner Programs.** If you are directed to the Services through a third party, we may share certain information back with that third party, which may include information such as name, email and value of purchase depending on the type of relationship or Service utilised.
- d. **Marketing Campaigns.** From time to time we may disclose certain information (name, mailing address and non-sensitive transactional information such as your purchase history, amounts paid and products ordered) to marketing companies for trade or rental purposes. If you prefer to opt-out of the use of your personal information by marketing companies for trade or rental purposes, please let us know using the contact details on our website.
- e. **Service Providers.** We may share your information with our service providers who work on our behalf. For example, these service providers may handle payment or credit card processing, data management, customer data pooling or aggregating, feature administration, email distribution, market research, information analysis, and promotions

management. These service providers will only have access to the information needed to perform these limited functions on our behalf.

- f. Response to Subpoenas or Court Orders or to Protect Rights and to Comply with Our Policies. To the extent permitted by law, we will disclose your information to government authorities or third parties, including national security or law enforcement agencies, if: (i) required to do so by law, or if requested in response to a court order; (ii) we believe in our sole and absolute discretion that disclosure is reasonably necessary to protect against fraud, to protect the property or other rights of us or other users, third parties or the public at large; or (iii) we believe that you have abused the Service by using it to attack other systems or to gain unauthorized access to any other system, to engage in spamming or otherwise to violate applicable laws or in violation of our Terms of Use. You should be aware that, following disclosure to any third party, your information may be accessible by others to the extent permitted or required by applicable law.
  
- g. Business Transfers; Bankruptcy. In the event of a merger, acquisition, bankruptcy or other sale of all or a portion of our assets or any business, any user information owned or controlled by us may be one of the assets transferred to third parties in such transaction or event. We reserve the right, as part of this type of transaction or event, to transfer or assign your information and other information we have collected from users of the Service to third parties. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred user information will be subject to this Privacy Policy. However, any information you submit or that is collected after this type of transfer may be subject to a new privacy policy adopted by the successor entity or acquirer, as applicable.

## **28. Managing Your Information**

We acknowledge the right of individuals to access their personal data. You may send an email to us requesting access to or correction of your personal information. Please include your registration information you provided through the Service. We may ask you to provide additional information for identity verification purposes, or to verify that you are in possession of an applicable email account. If you'd like us to delete information that you have provided through the Service, please contact us and we will respond in a reasonable time. Please note that some or all of the information you provided may be required in order for the Service to function properly or may be automatically retained in backup storage or records retention archival storage.

In addition, if you are a UK resident under the age of 18 and are a registered user of the Service, you may request that we remove content or information about you that you posted on the Service by (A) submitting a request in writing to us (B) clearly identifying the content or information you wish to have removed and providing sufficient information to allow us to locate the content or information to be removed. However, please note that we are not required to, and may not be able to, erase or otherwise eliminate content or information if (i) other laws require us or a third party to maintain the content or information; (ii) the content or information was posted, stored, or republished by another user; (iii) the content or information is anonymised so that you cannot be individually identified; (iv) you do not follow the instructions posted in this Privacy Policy on how to request removal of your content or information; or (v) you have received compensation or other consideration for providing the content. Further, nothing in this provision shall be construed to limit the authority of a law enforcement agency to obtain the applicable content or information.



## **29. Use of Information Outside Your Country of Residence**

The Service is directed to users located in the United Kingdom. If you are located outside of the United Kingdom and you choose to use the Service or provide your information to us, your information may be transferred to, processed and maintained on servers, databases or cloud storage facilities located in the United Kingdom. Your use of the Service represents your consent and agreement to these practices. If you do not want your information transferred to or processed or maintained in the United Kingdom, you should not use the Service.

## **30. Security**

We provide industry-standard physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we take reasonable measures to limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Service. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches. As a result, we cannot guarantee or warrant the security of any information you transmit on or through the Service and you do so at your own risk.

## **31. Updates to this Privacy Policy**

We will notify you of material changes to this Privacy Policy by at least thirty (30) days before the effective date of the changes. If you do not agree to such changes following such notice, you should discontinue your use of the Service prior to the time the modified privacy policy takes effect. If you continue using the Service after the modified privacy policy takes effect, you will be bound by the modified privacy policy.

## **32. Alex Calinescu details**

Alex Calinescu of The Propeller Foundry Acme Studios Door One, 165 Childers Street Deptford, London, SE8 5JR. Alex Calinescu operates the Website <http://www.alexcalinescu.com/>.

You can contact Alex Calinescu by email on [mail@alexcalinescu.com](mailto:mail@alexcalinescu.com).