

Online products: terms of use

The following terms and conditions apply to your use of any of our online products ('the Service') and the materials and information it contains ('Materials'). By purchasing the right to use the Service you agree to these terms and conditions.

The Service is operated by
Indicator - FL Memo Ltd

Calgarth House
39-41 Bank Street
Ashford, Kent TN23 1DQ

VAT GB 726 598 394

1. Licence

You may use the Service and Materials that appear on it from time to time and for this purpose you may:

- Display the Materials on screen.
- Reproduce single printouts of individual items.
- Store the Materials or any part in a database whether in hardcopy or electronically.

2. Restrictions on Use

You may not:

- Use the Service or Materials in a way that infringes the copyright or proprietary interests therein.
- Make multiple printouts or copies of Materials for distribution.
- Re-sell the Service or any part of the Materials to others.
- Download, store, reproduce, transmit, display, copy, distribute or use the Materials other than as permitted in paragraph

Any other use requires our consent in writing.

3. Access to the Service

- Only you shall be entitled to use the Service ('Authorised User').
- Materials may be added to or withdrawn from the Service and both the Service and Materials may be otherwise changed without notice.
- You must ensure that each person having access to the Service and Materials is an Authorised User.
- Your password is for your own personal use and you may not make it available to others for the purpose of using the Service. If we suspect that your password is being used by someone who is not an Authorised User, we may cancel your subscription.
- We may suspend your access to the Service at any time without compensation if we suspect, on reasonable grounds, that you have breached these terms and conditions.

4. Linking

If you would like to link to any of our online products, please read and comply with the following guidelines and all applicable laws.

A site or service that links to an online product from Indicator – FL Memo Ltd:

- May display the site logo. If you have any queries or would like more information about creating links to one of our online products, please e-mail webmaster@indicator-flm.co.uk.
- May not remove, distort or otherwise alter the size or appearance of the logo.
- Must not in any way imply that Indicator - FL Memo Ltd is endorsing them or their products or services.
- Must not misrepresent its relationship with Indicator - FL Memo Ltd or present false information about Indicator - FL Memo Ltd.
- Must not be a site or service that infringes any intellectual property or other right of any person or that otherwise does not comply with all relevant laws and regulations.
- Must not be a site or service that contains content that could be construed as distasteful or offensive.

Indicator - FL Memo Ltd expressly reserves the right to require that any link in breach of these terms and conditions be removed and to take whatever other action, including legal proceedings it deems appropriate.

5. Content and Disclaimer

- Materials and features may be added to and/or removed from the Service without notice.
- The Materials and information included in the Service are provided for reference/guidance purposes only. They are not intended either as a substitute for professional advice or judgement, or to provide legal or other advice with respect to particular circumstances.
- Every effort is made to keep the Materials up to date but you are advised to obtain independent verification or advice before relying on any piece of information in circumstances where loss or damage may result.

6. Limitation and Exclusion of Liability

- Whilst we will endeavour to ensure the accuracy of all Materials neither we, our employees nor our agents make any representation nor give any warranty, either express or implied as to the accuracy or fitness for any purpose of any Materials used in connection with the Service.
- Neither we nor our employees or agents shall have any liability whatsoever to either you or any third party for any direct, indirect or consequential loss or damage, cost or expense, suffered or incurred, (whether arising in tort, contract or otherwise and whether arising from the negligence of us, our employees or agents, arising out of the use or supply of the Service or the Materials) and all warranties express or implied which are inconsistent with this paragraph are hereby expressly excluded.
- Whilst all necessary steps will be taken as soon as is reasonably practicable to maintain the continuity of the Service, we accept no liability for suspension, interruption, temporary unavailability or fault occurring in the Service, howsoever caused. We will use all reasonable efforts to have the Service reinstated.

7. Intellectual Property Rights

- All intellectual property rights and other rights in the Service and Materials (in both machine readable and printed form) belong to us. You acquire no proprietary interest in the Service or

Materials and except as expressly permitted by these terms and conditions you may not use the Service or Materials in any way that infringes the intellectual property rights in them.

- You may not obscure or remove any copyright notices that appear on Materials printed from the Service.

8. Duration and Pricing

- The Service shall commence on the date when you receive your confirmation e-mail after subscribing.
- After receiving an invoice your Subscription Fee must be paid within 14 days of becoming due.
- We may suspend or terminate the Service without notice if your Subscription Fee is unpaid for more than 14 days after becoming due.
- We offer a money-back guarantee under which you can terminate this agreement at any time by notice to us in writing or by telephone. We will offer you a refund for any unexpired months on your subscription.

9. Privacy and Data Protection

What is the purpose of this notice?

To describe how we collect and use personal data about you in accordance with the General Data Protection Regulation (GDPR).

What we need

Indicator – FL Memo Limited of Calgarth House, 39-41 Bank Street, Ashford, Kent TN23 1DQ, will be what's known as the "Controller" of the personal data you provide to us. We only collect basic personal data about you which does not include any special categories of personal information about you (known as Special Category Data). This does however include name, address, e-mail, telephone number, financial information (payment information such as a debit/credit card).

Why we need it

We need to know your basic personal data in order to provide you with our services, process your orders, provide you with marketing information, tell you about our other products which might be of interest. We will not collect any personal data from you we do not need to provide and oversee this service to you.

What we do with it

We only ever use your personal data where it is necessary:

- to enter into, or perform, a contract with you
- to comply with a legal duty
- for our own (or a third party's) legitimate interests, provided your rights don't override these.
- with your consent

In any event, we'll only use your information for the purpose or purposes it was collected for (or for closely related purposes).

We may process personal information for certain legitimate business purposes, which include some or all of the following:

- where the processing enables us to enhance, modify, personalise or otherwise improve our services/communications for the benefit of our customers

- to identify and prevent fraud
- to enhance the security of our network and information systems
- to better understand how people interact with our websites
- to provide postal communications which we think will be of interest to you
- to determine the effectiveness of promotional campaigns and advertising.

Whenever we process data for these purposes we will ensure that we always keep your personal data rights in high regard and take account of the rights the GDPR provides, at all times.

When we process your personal data for our legitimate interests, we will make sure that we consider and balance any potential impact on you (both positive and negative), and your rights under data protection laws. Our legitimate business interests do not automatically override your interests - we will not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You have the right to object to this processing if you wish, and if you wish to do so please contact customer.services@indicator-flm.co.uk Please bear in mind that if you object this may affect our ability to carry out tasks above for your benefit.

Where we keep it

We are based in the UK and we store our data within the EU. Some organisations which provide services to us may transfer personal data outside of the EU, but we will only allow them to do if your data is adequately protected. We will take the necessary measures to ensure this.

For example, some of our systems use Microsoft products. As a US company, it may be that using their products results in personal data being transferred to or accessible from the US. However, we will allow this as we are certain personal data will still be adequately protected (as Microsoft is certified under the USA's Privacy Shield scheme).]

How long we keep it for

We will only use and store information for so long as it is required for the purposes it was collected for. How long information will be stored depends on the information in question and what it is being used for. For example, if you ask us not to send you marketing e-mails, we will stop storing your e-mails for marketing purposes (though we'll keep a record of your preference not to be e-mailed).

We continually review what information we hold and delete what is no longer required. We never store payment card information. We will not retain your data for any longer than necessary and the longest time that we will hold your data will be six years following the last contact with you.

What we would also like to do with it

We would, however, like to use your name and e-mail address to inform you of our future offers and similar products. This information is not shared with third parties and you can unsubscribe at any time via phone, e-mail or on our website.

What are your rights?

We want to ensure that you remain in control of your personal data. Part of this is making sure you understand your legal rights, which are as follows:

- the right to confirmation as to whether we have your personal data and, if we do, to obtain a copy of the personal information we hold (this is known as a data subject access request)
- the right to have your data erased (though this will not apply where it is necessary for us to continue to use the data for a legitimate reason)
- the right to have inaccurate data rectified

- the right to object to your data being used for marketing or profiling; and
- where technically feasible, you have the right to personal data you have provided to us which we process automatically based on your consent or the performance of a contract. This information will be provided in a common electronic format.

Please keep in mind that there are exceptions to the rights above and, though we will always try to respond to your satisfaction, there may be situations where we are unable to do so.

The Company's data protection officer has responsibility for data protection compliance within the business. You should contact them if you have any questions about the operation of this policy or you need further information about the data protection legislation, or if you have any concerns that this policy is not being or has not been followed. They can be contacted as follows: Duncan Callow, Calgarth House, 39-41 Bank Street, Ashford, Kent TN23 1DQ, 01233 653507.

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office, the UK supervisory authority for data protection issues.

IP addresses and cookies

We may collect information about your computer, including, where available, your IP address, operating system and browser type for system administration. For the same reason we may obtain information about your usage of our website by the use of a cookie file which is stored on the hard drive of your computer. You have the choice to accept or reject cookies when filling out forms. This will in no way enable us to launch programs or access personal files on your computer.

How to control the use of cookies

You are not obliged to accept cookies and may modify your browser so that it will not accept cookies. The browser you use to surf the web not only allows you to see the cookies that you have but also allows you to control their use.

You can control them by allowing them, deleting them individually or deleting all of them. You can also set your browser to not accept cookies altogether. If this option is selected, you should be aware that many websites will not function properly or at all. It may be possible to set your browser to not accept cookies and ask for your consent before each cookie is set on your device. This gives you control over what is set on your device, however it has the drawback of slowing down your browsing experience.

There are different levels of control too. You are able to prevent just third party cookies being deployed, effectively opting out of behavioural advertising, and even to block specific companies whose cookies you do not wish to deploy, instead of selecting all companies.

Please consult your browser's help menu for more specific information on managing your cookies.

Use of Intercom Services

We use third-party analytics services to help understand your usage of our services. In particular, we provide a limited amount of your information (such as your e-mail address and sign-up date) to Intercom, Inc. ("Intercom") and utilise Intercom to collect data for analytics purposes when you visit our website or use our product. Intercom analyses your use of our website and/or product and tracks our relationship so that we can improve our service to you. We may also use Intercom as a medium for communications, either through email, or through messages within our product(s). As part of our service agreements, Intercom collects publicly available contact and social information related to you, such as your email address, gender, company, job title, photos, website URLs, social network handles and physical addresses, to enhance your user experience. For more information on the privacy practices of Intercom, please visit <https://www.intercom.com/terms-and-policies#privacy>. Intercom's services are governed by Intercom's terms of use which can be found at <https://docs.intercom.io/terms>. If you would like to opt out of having this information collected by or submitted to Intercom, please contact customer.services@indicator-film.co.uk.

10. Assignment

You may not assign the benefit or burden of this agreement or any part thereof without our written permission

11. Force Majeure

We shall be under no liability for any failure, delay or omission on our part in respect of either the Service or the Materials if the same arises from any cause beyond our reasonable control including (but not limited to) Acts of God, acts or regulations of Government or other authorities, war, fire, strikes or other industrial disputes, power failure, failure of telecommunication lines, connections or equipment, or failure or defects in any hardware or software owned or supplied by third parties.

12. Applicable Law

These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

13. Entire Agreement

These terms and conditions together with any other documentation, except for written agreement to the contrary shall form the entire arrangement between us and supersede all prior terms and conditions, arrangements or understandings about its subject matter.

14. Variations

We may vary or amend these terms and conditions at any time without notice.