

Koolwaters Limited respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

IMPORTANT INFORMATION AND WHO WE ARE

Purpose of this privacy notice

This privacy notice aims to give you information on how Koolwaters Limited collects and processes your personal data through your use of this website, including any data you may provide through this website when send an enquiry or use of our products or services.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

Controller

Koolwaters Limited is the controller and responsible for your personal data (collectively referred to as “Koolwaters Limited”, “we”, “us” or “our” in this privacy notice).

We have appointed a Data Protection Manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the Data Protection Manager using the details set out below.

Contact details

Our full details are:

Full name of legal entity: Koolwaters Limited

Name of Data Protection Manager: Emily Azevedo

Email address: emily@koolwaters.com

Postal address: Suite 15 Bellevue Mansions, 18 Bellevue Road,
Clevedon, BS21 7NU
Telephone number: 01275 879 449

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy notice and your duty to inform us of changes

This version was last updated in April 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, last name, title.
- **Contact Data** includes billing address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your interests and preference.If you fail to provide personal datas.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is **not** considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offenses.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - apply for our products or services;
 - request information from us; or
 - complete our “Get in Touch” form;

Third parties or publicly available sources.

We may receive personal data about you from various third parties and public sources as set out below:

- Technical Data from analytics providers such as Google based outside the EU;

- Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as PayPal (Europe) S.à r.l. et Cie, S.C.A. based inside the EU.
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity	Performance of a contract with you

	(b) Contact	
<p>To process and deliver your order including:</p> <p>(a) Manage payments, fees and charges</p> <p>(b) Collect and recover money owed to us</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Financial</p> <p>(d) Transaction</p> <p>(e) Marketing and Communications</p>	<p>(a) Performance of a contract with you</p> <p>(b) Necessary for our legitimate interests (to recover debts due to us)</p>
<p>To manage our relationship with you which will include:</p> <p>(a) Notifying you about changes to our terms or privacy policy</p> <p>(b) Asking you to leave a review or take a survey</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Profile</p> <p>(d) Marketing and Communications</p>	<p>(a) Performance of a contract with you</p> <p>(b) Necessary to comply with a legal obligation</p> <p>(c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)</p>
<p>To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Technical</p>	<p>(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)</p> <p>(b) Necessary to comply with a legal obligation</p>
<p>To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you</p>	<p>(a) Identity</p> <p>(b) Contact</p> <p>(c) Profile</p> <p>(d) Usage</p> <p>(e) Marketing</p>	<p>Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)</p>

	and Communications (f) Technical	
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and, in each case, you have not opted out of receiving that marketing.

Third-party marketing

We will get your express opt-in consent before we share your personal data with any company outside the Koolwaters Limited group of companies for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, product/service experience or other transaction.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties as set out below.
- External Third Parties as set out below.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal

data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

INTERNATIONAL TRANSFERS

We share your personal data within Koolwaters Limited. This will involve transferring your data outside the European Economic Area (EEA).]

Some of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

DATA RETENTION

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by contacting us.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see Request erasure below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- **Request access to your personal data**

Commonly known as a “data subject access request”. This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

- **Request correction of your personal data**

This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

- **Request erasure of your personal data**

This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

- **Object to processing of your personal data**

You have the right to object where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- **Request restriction of processing your personal data**

This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

- **Request transfer of your personal data**

We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

- **Right to withdraw consent**

Where we are relying on consent to process your personal data you have the right to withdraw this. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please our Data Protection Manager, Emily Azevedo, the details of whom are above.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

GLOSSARY

LAWFUL BASIS

- Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do 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 can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

- **External Third Parties**
Service providers acting as processors based in the EU and the US who may provide IT, SEO, telephone, international payment and system administration services.
- **Professional advisers** acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the EU and the US who provide consultancy, banking, legal, insurance and accounting services.
- **HM Revenue & Customs, regulators and other authorities** acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

COOKIE POLICY

How to control and delete cookies

Koolwaters Limited does not use cookies to collect personally identifiable information about you. However, you can restrict or block the cookies that are set by Koolwaters Limited, or any other website, through your browser settings. The “Help” function within your browser will advise on

how this can be done. Alternatively, you can visit www.aboutcookies.org which contains comprehensive information on how to block the cookies on a wide variety of browsers. You will also find details on how to delete cookies from your computer as well as more general information about cookies. For information on how to do this on the browser of your mobile phone you will need to refer to your mobile phone manual.

Google analytics

Koolwaters Limited uses Google Analytics, a web analytics service provided by Google, Inc.

Google Analytics sets a cookie in order to evaluate your use of the site. Google stores the information collected by the cookie on servers in the United States. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

To reject or delete this cookie please click here –

<https://www.google.com/intl/en/privacypolicy.html>

GENERAL

www.koolwaters.com is a site operated by Koolwaters Limited a company registered in England and Wales with the number 04119149. The VAT number is GB783602518. The registered address is Suite 15, Bellevue Mansions, 18 Bellevue Road, Clevedon, North Somerset, BS21 7NU.

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We reserve the right to change these terms at any time by posting changes online. You are responsible for reviewing regularly information posted online to obtain timely notice of such changes. Your continued use of the Site after changes are posted constitutes your acceptance of this agreement as modified by the posted changes. If at any time you do not accept the Terms of Use, please do not use the Site.

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To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Site. Koolwaters Limited does not warrant that the functions contained in the material contained in the Site will be uninterrupted or error free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses, bugs or other harmful components or represents the full functionality, accuracy, reliability of the materials. You should take appropriate precautions to ensure that any content that you download is free of such viruses, bugs and other harmful content.

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The Terms of Use apply only to the Site and not to any of the sites which the Site hyperlinks to. We assume no responsibility whatsoever for websites that the Site either hyperlinks to or otherwise refers to. In particular, we do not assume any responsibility for any information or content on such sites (including but not limited to any views, advice, opinions, advertising or recommendations). Nor do we assume any responsibility in connection with any product or service such sites may offer.

Under no circumstances will Koolwaters Limited, its officers, employees, contractors or content providers be liable, directly or indirectly, for any loss or damage resulting from you accessing or using, or otherwise in connection with, any website either hyperlinked to or otherwise referred to on the Site.

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We control and operate the Site from our offices in the United Kingdom. We do not represent that the content or other information provided on the Site (including any advertising, promotion or any service) are appropriate, relevant or available for use outside the United Kingdom. If you choose to access the Site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws. In accessing the Site, you agree not to:

- i. make available or upload any files that contain software or other material, data or information not owned or licensed to you;
- ii. interfere, disrupt access to or damage the Site and/or do anything which may restrict, inhibit or impair its operation;
- iii. threaten, stalk, harass, abuse or otherwise insult others or to collect or store personal data about others (including but not limited to names and addresses);
- iv. use the Site in any way that may damage or disrupt another person's computer and/or for the transmission, uploading or posting of any computer viruses or other harmful files or programs (including but not limited to making available, distributing or uploading by any means any material or files that contain any viruses, bugs, "trojan horses", "worms" or other harmful software);
- v. transmit, post or upload any material which is defamatory, offensive, libellous, racist, indecent, obscene and/or of menacing character or in such a way as to cause inconvenience, annoyance or anxiety;
- vi. make any commercial or business use of the Site or resell or commercially benefit from any part or aspect of the Site;
- vii. use the Site in any way that violates and/or infringes any firm's, person's or company's rights (including but not limited to copyright or confidentiality);
- viii. create a false identity for the purpose of misleading others as to the identity of the sender or origin of a message/post;
- ix. to transmit, upload, post or otherwise make available any unauthorised or unsolicited advertising, chain letters, promotional materials, "spam" or any other unauthorised solicitation or any form of lottery or gambling;
- x. use the Site for any unlawful purpose.

Save as set out in these Terms of Use, we do not control the content posted by you and/or other users of the Site and as such do not guarantee the integrity, accuracy or quality of such content.

By using the Site you acknowledge that you may be exposed to content that is objectionable or offensive. You acknowledge and accept that we do not generally examine or edit the use to which you or others put the Site or the nature of the content being accessed. In some parts of the Site (including but not limited to the blog section) you may send your contributions and we welcome these. However, notwithstanding anything else contained in these Terms of Use, when you do so you must:

- i. ensure that there is nothing in your contribution which is or might be regarded as harassing, threatening, abusive, vulgar, obscene, defamatory, racist or otherwise unlawful;
- ii. agree that even if your contribution is published on the Site, it may be removed from the Site or edited at any time for any reason and without notice;
- iii. agree that Koolwaters Limited may publish your contribution on the Site worldwide and that it may be accessed and downloaded by other visitors; and
- iv. waive all so-called moral rights (or other similar rights) in relation to your contributions. You acknowledge that by posting, uploading or sending any materials to us you thereby grant us and our licensors and assigns an irrevocable, unconditional, perpetual, royalty free, worldwide licence to use such material(s) or any part of it both within the Site and in any other manner which we may determine in our sole discretion. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgement by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out of or in connection with:

- i. any claim by any third party that the use of the Site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- ii. any claim by any third party that the use of the Site by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- iii. any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Site by you.

In addition to the above, you agree to fully indemnify us against any claims or legal proceedings arising in connection with your use of the Site which are brought or threatened against us by any other person/company. You will fully indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Terms of Use or any use of the Site by you.

You further undertake that in the event that you have any right, claim or action against any other user arising from the use of the Site, you shall pursue such right, claim or action independently of, and without recourse to us.

We reserve the right immediately to terminate your use of the Site if you breach or we have reasonable grounds to believe that you are likely to breach the Terms and Conditions or you otherwise engage in conduct which we determine (in our sole discretion) to be unacceptable.

Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws, codes and regulations. We exclude to the fullest extent permitted by law any responsibility for any error or inaccuracy appearing in any advertising or sponsorship material.

If any of these terms and conditions is held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you order products from us.

WAIVER

If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under this agreement or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

ENTIRE AGREEMENT

The whole agreement between us and you is contained within these terms and conditions and the other notices on our Site. No other agreements will form part of the contract between us and you unless agreed in writing and signed by an authorised Koolwaters Limited signatory.

GOVERNING LAW

Contracts between you and us shall be governed by and interpreted in accordance with English law. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.