

kapow Privacy and Data Protection Policy

We as an organisation are committed to protecting your privacy online. The enclosed is a description of our Privacy and Data Protection Policy.

Governing Law

This Privacy and Data Protection Policy shall be governed by the laws of England and any dispute arising from this Privacy and Data Protection Policy or your use of the Website shall be subject to the exclusive jurisdiction of the English courts.

Subscription Terms and Conditions

These Subscription Terms and Conditions are to be read in conjunction with our general Terms and Conditions (see above) and our Privacy and Data Protection Policy. These Subscription Terms and Conditions apply to our discussion forums and will apply to you if you subscribe to us.

Definition

A “Member” is a person who, subject to the Terms and Conditions, has registered to use a service on our Website.

The “Members Area” are areas of the Website that require registration before a person can gain access.

“Your Content” is any and all the content submitted or uploaded by Members, including names, images, photographs, video clips, biographical information, text, logos, marks and any other information and materials that you submit to the following brands.

kapow and Broadleaf Global Ltd

Subscription Process

Before you are able to access the ‘Members’ Areas you must read through these Registration Terms and Conditions. To subscribe you need to provide a verifiable email address, complete the required fields on the registration form and read and accept these Subscription Terms and Conditions. Once you have done this, we will send you a confirmation email with your registration information.

Eligibility

Our online community is solely for users aged 16 and over. Any registration by, use or access to the online community by anyone under 16 years of age shall be unauthorised, unlicensed and in violation of these Subscription Terms and Conditions. By using the online community you warrant that: all registration information you submit is truthful and accurate; you will maintain the accuracy of this information; your use does not violate any applicable law or regulation; and you are 16 years of age or older. We reserve the right to terminate your membership without warning if we believe that you are under 16 years of age.

Username and Passwords

By registering, you promise to keep your password secret and not to disclose or share it with anyone. If you believe that someone else may have access to or know your password, you must change it immediately by logging in and clicking on the 'My Account' link from the menu options.

Submission of Content

As a Member you may post or upload Your Content to the Website as long as you comply with our content standards, community guidelines and Terms and Conditions. You grant us a perpetual, royalty-free, nonexclusive licence to use Your Content on the Website, and subject to your permission for any other uses as we may require in any and all media. This includes, without limitation, the right to sub-license to third parties via any and all media (whether existing now or invented in the future). You grant us all necessary rights, licences, consents and clearances to allow us to use Your Content in accordance with these Subscription Terms and Conditions and agree not to assert any moral or similar rights you may have in any Content.

You guarantee that your Content

- does not infringe any copyright, trademarks, rights of privacy/confidentiality, publicity or other intellectual property or other rights of any other person or entity.
- does not contain any information about any person(s) under the age of 16 unless you are either their parent or legal guardian or have signed permission from their parent or legal guardian.
- does not contain malicious code, viruses or other harmful programmes or material.
- does not violate any applicable law, statute, ordinance, rule or regulation; and
- meets our Content Standards (see below) and complies with any specific rules that may apply to any area of the 'Members' Areas.

You agree that before posting or uploading Your Content you are responsible for obtaining all releases, consents and/or licenses necessary for uploading Your Content on our Website and for any subsequent use of that content by us in accordance with these Subscription Terms and Conditions.

You promise that you are the person depicted in any images or recordings submitted as part of Your Content and if you upload any images or recordings of any third party, you have obtained the prior written consent of that party to submit such content to our Website.

Content Standards

You agree whenever you submit Your Content to our Website or contact other Members you must comply with our Content Standards and community guidelines. If you do not comply, we reserve the right to suspend or ban you from using the website and the Members Areas without notice.

You agree Your Content must be accurate where it states facts and be genuinely held where it states opinions.

You agree Your Content must not:

- contain any material which constitutes or encourages conduct that could be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law.
- contain any material which is defamatory.
- contain any material which is obscene or offensive.
- infringe any copyright, database rights, trademark, or other intellectual property right or other right of any other person; be likely to deceive any person.
- be made in breach of any legal duty owed to a third party such as a contractual duty or obligation of confidentiality.
- be likely to harass, upset, embarrass, alarm, or annoy any other person.
- be likely to disrupt our service in any way.
- give the impression it emanates from us where this is not the case; or
- advocate, promote or assist any unlawful act, for example copyright, trademark infringement, or computer misuse.

Use of Your Content

You agree to comply with any additional rules that may apply to a particular Members Area.

We reserve the right to reject, block, suspend or remove Your Content at any time at our sole discretion. We in no way guarantee that Your Content or any part of it will be displayed on the Website. Any content is published at our discretion.

Indemnity

You agree to indemnify us and any related third parties in full from and against all third party claims, liabilities, losses and expenses (including reasonable legal fees) incurred or suffered by such persons arising out of or related to Your Content and/or any breach by you of any term in these Subscription Terms and Conditions.

Written Communications

Our principle means of communication with you will be electronic and by the methods you consented to only. We will contact you by email or provide you with information by posting notices on the Website. You consent to electronic communications and acknowledge that all contract, notice and other communication that we provide electronically comply with any requirement that they must be in writing. This does not affect your statutory rights.

Privacy Policy

Privacy of our user's information is of utmost importance at kapow ("kapow", "us" or "we").

We understand the highly confidential nature of the information you will be providing us and strive to provide a safe, confidential, and secure system so that you feel comfortable storing your information with us. Our policies are designed to give you the control you need to ensure complete confidentiality.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read it carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998, the data controller is Broadleaf Global Ltd (company No 10590642) whose registered company office is at The Rectory, 1 Toomers Wharf, Canal Walk, Newbury, Berkshire. RG14 1DY

Information we may collect from you

We generally collect information contained in your subscription such as name, home phone number, work phone number, mobile phone number(s), email addresses and general contact information to facilitate kapow to be able to readily communicate with you.

We collect and may disclose statistical information for internal reporting purposes and to improve the experience we offer to our members. However, we never disclose information that identifies any individual for such purposes. We do not knowingly solicit information from children, and we do not knowingly market our services to children.

If you opt to provide Date of Birth, Gender, Marital Status, Geographic location or Nationality information, this information is gathered for diversity monitoring and reporting only.

IP addresses and cookies

kapow uses your IP address to help track where you came from and what services you are using, to help us administer our web site and to improve our services.

We and some of our associates and 3rd party organisations that support us to deliver the services you are using, also use "cookies" to track your use of the site, and to ensure that you are a valid, registered user throughout your "session".

A cookie is a file which is stored on the hard drive of your computer. They help us to improve our site and those of our associates and 3rd party organisations that support us to deliver the services you are using and to deliver a better and more personalised service. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Please see our detailed Cookie Policy.

Uses made of the information

kapow gathers the personal information required for us to be able to deliver the service to you. We may also use, disclose, and communicate your personal information for compliance with any legal obligation to which we may be subject.

kapow uses all reasonable means to ensure that third party sources use your personal information only for the purposes for which it was provided. However, kapow is not responsible for any improper use of your personal information that is beyond our reasonable control.

We do not disclose your information to anyone except as described above, including personal information, email addresses, information about your visits to the site, etc.

Third party links

Our site may, from time to time, contain links to other sites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Where we store your personal data

Your personal information is stored on secure servers hosted by an approved contractor. The servers reside in The United Kingdom. Broadleaf Global Ltd is a global organisation, therefore, your data may be transferred to any of our operating businesses throughout the world with your consent.

By submitting your personal information, you agree to Broadleaf Global Ltd transferring, storing, and processing your personal information outside the European Economic Area.

How is your personal information secured and protected?

We use commercially reasonable measures necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Access to information

The Data Protection Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.