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## *The Website*

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Thank you for visiting [www.rtwetwork.co.uk](http://www.rtwetwork.co.uk) ("the Website"). Please read the following information carefully as the following terms and conditions will apply to your use of the Website. The Website is operated by RTWebWork.

You can contact us:

- By email at [rob@rtwebwork.co.uk](mailto:rob@rtwebwork.co.uk)
- By phone at 07753509964

### **Use of the Website**

These Website Terms of Use together with the [Privacy Policy](#) and the [Cookie Policy](#) in this document, set out the terms and conditions of you using the Website. By accessing or using the Website, you are accepting the Terms of Use and that you agree to be bound by and comply with them. However, if you do not or cannot accept the Website Terms of Use you must stop using the Website immediately. The Terms of Use may change from time to time but by browsing the Website you are accepting the terms of use which are in use at that time. You are responsible for ensuring that anyone else who accesses our website through your internet connection is aware of these Terms of Use and the policies referred to above and that they comply with them.

### **Governing Law**

The Website is made available free of charge. The Website is designed for use within the UK and by accessing the Website, you are agreeing that the laws of England and Wales will be applicable to any disputes which may arise. The courts of England and Wales will have exclusive jurisdiction over any claim arising from or related to, a visit to the Website although we retain the right to being proceedings against you for breach of these conditions in your country of residence or any other relevant country.

The Website is designed for use within the UK only. If you choose to access information on the Website from outside of the UK, it is your responsibility to comply with the applicable local, national or international laws and any use of the Website outside of the UK is entirely at your own risk.

### **NO RELIANCE ON INFORMATION**

Although we have taken all reasonable care to ensure that the information provided on the Website is accurate, we make no representation or warranties of any kind, express or implied, about the accuracy timeliness or completeness of any such information.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

We neither warrant nor represent that your use of the Website will not infringe the rights of third parties.

The content on the Website is provided for general information only. Nothing contained on the Website constitutes legal, investment, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making an investment decision.

#### LIMITATION OF OUR LIABILITY

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. If you are a consumer user, nothing in these Terms of Use affects any statutory right or remedy that you may be entitled to.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services provided to you and will be governed by different terms and conditions.

You have sole responsibility for adequate protection and backup of data and/or equipment used by you in connection with the Website and will not make a claim against us for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of such materials.

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

## YOU AGREE THAT YOU WILL NOT USE THE WEBSITE TO DO THE FOLLOWING ACTIVITIES

You may only use our website for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of content and laws relating to unsolicited commercial electronic messages.

You must not:

1. commit or encourage any criminal offence including fraud;
2. send via any of the forms provided on the Website any material which is offensive, or which may be abusive, indecent or in breach of confidence, copyright, privacy or any other rights
3. hack into any aspect of the Website
4. circumvent, or attempt to seek to circumvent, any of the security safeguards of the Website
5. permit any third party to do any of the above.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or repetitive requests designed to interrupt, destroy or limit the functionality of any computer software or hardware or to diminish the quality of, interfere with the performance of or impair the functionality of the Website. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

## CHANGES TO THE WEBSITE

We reserve the right to update the Website at any time. Please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You may use the Website for your personal use and information and you may make a copy of the pages of the Website but only for your personal non-commercial use, provided that you keep all

copyright and other proprietary notices intact. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### LINKS TO AND FROM THIRD PARTY WEBSITES

Links on the Website and other websites that we operate may lead to third party websites. The content, accuracy and function of such websites is outside of our control and we cannot accept any responsibility for the same and nor do we endorse the contents of such third party websites. In particular, any dealings that you have with such third party website operators shall be on the terms and conditions (if any) of that website operator, as these terms and conditions of use are limited to the Website.

You may create a link to the Website from another website, but only if you comply with the following conditions:

1. you may only link to the homepage of our website. You must not create a link to any other page of the Website, nor frame any page of the Website;
2. you may only link to other Website from a website which you own; and
3. you must not suggest that we have any association with you or that we approve or endorse your website or any of your products or services unless we expressly agree that you can do so.

We reserve the right to require you to remove any link to the Website at any time and without giving you prior notice.

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## Privacy Policy

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As a result of Data Protection legislation and associated regulation, you are entitled to be assured that your personal data is collected, processed and stored for specific purposes and that this is done so securely and confidentially. We have responsibilities under Data Protection laws to inform you of the data we collect, why we collect it, how we process it and with whom it will be shared.

This Policy sets out the obligations of RTWebWork (referred to as “the Company”, “we”, “us” and “our”) regarding data protection and the rights of borrowers, investors and business contacts (“you” or “your”) in respect of your personal data under the General Data Protection Regulation.

Should you require any further details or wish to enquire on the details we hold on you please contact the firm’s Data Protection Representative via the following:  
Email: [rob@rtwebwork.co.uk](mailto:rob@rtwebwork.co.uk)

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### WHAT DATA WE COLLECT

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We will only collect such data that is needed to contact you and work with you. This includes:

- Your name
- Your contact details such as Phone number and Email address
- Other relevant details required to establish your identity
- Other relevant information pertinent to the project and working relationship
- Any other information required to ensure performance of any contracts with us

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### The basis upon which our Firm will deal with Your Personal Data

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When we speak with you about your web and digital needs, we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

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### How we collect and obtain your personal information

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We may collect your personal information directly from you in a number of ways, including:

- when you provide it on-line or by any other method of communication, for example, or when you provide it through the course of our relationship, for example, if you inform us of a change in your circumstances or if you make a subsequent request to us (for example, for another of our products); and
- technical information, including the Internet Protocol (IP) address used to connect to the internet, may be collected from you when you visit our website.

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### How Will We Comply with Data Protection Laws?

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Data Protection Laws require that we meet certain lawful grounds before we are allowed to use your personal data in the manner described in this Privacy

Policy and that we explain these legal grounds to you. We take our responsibilities under Data Protection Laws seriously, including meeting these conditions. To use your personal data, we will rely on the following lawful grounds (more than one ground may be relevant to each example of our processing):

- **Contract:** Where you are an existing customer or have made an enquiry with us, we will process your personal data to the extent required for us to provide you with services related to products that you have requested or intend to purchase from us in accordance with its terms (for example existing customers can make a payment, request information in respect of how to obtain additional services). Additionally, if you are not an existing customer but you have requested further information about one of our products or services, we will use your personal data to provide you with such requested information;
- **Legitimate Interests:** We will also process your personal data where this processing is in our "legitimate interests". It is in our legitimate interests to collect your personal data as it provides us with the information that we need to run the Website or provide our services and/or products more effectively. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal data (for example, in order to improve the Website or our services), against the interests you have as a citizen and the rights you have under Data Protection Laws (for example, to not have your data sold to third party marketing companies without your knowledge, or store your personal data in insecure or unstable countries/ regions). The outcome of this balancing test will determine whether we can use your personal data in the ways described in this privacy policy. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test; and
- **Legal obligation:** Where there is a legal requirement upon us to record, retain or share your personal data with authorities, we must do so. For example, to comply with laws and regulations which govern our business.
- **Consent:** Where you have provided your consent, we also rely on your consent to use your personal data in certain ways (for example, in some circumstances to market our products and services to you).

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## YOUR RIGHTS

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Data Protection legislation provides you with express rights which include:

### YOUR RIGHT TO OBJECT OR REQUEST ERASURE OF THE DATA WE HOLD

You may object to RTWebWork holding or processing your personal data and/or request that we remove this data from our storage. Where your loan does complete we have an obligation to retain your information in order to assure the performance of the contract so will be unable to remove your data during the term of any work commissioned to RTWebWork. We may also need to keep certain data for a period of time decided and set elsewhere in the privacy policy. Please contact the firm's Data Protection Representative if you wish to object or request to erase your data.

### YOUR RIGHT TO CORRECT YOUR DATA

Where you or we become aware of an error in the data that RTWebWork processes or holds, you have a right to have that data corrected. You can inform us of any errors that need to be corrected.

### YOUR RIGHT TO A COPY OF YOUR DATA

You also have the right to request either the details of the data we hold on you or to request a copy of this. We are obliged to provide this to you within 30 days of receipt of your request. Please contact the firm's Data Protection Representative to request this.

### YOUR RIGHT TO COMPLAIN

You have a right to complain regarding how and why we process, or any errors we have made in the processing of, your data. Your complaint can also be made to the Information Commissioners Office:

Post: ICO, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

Telephone: 0303 123 1113

Website: [www.ico.org.uk](http://www.ico.org.uk)

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## DATA RETENTION

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RTWebWork will only retain your data for as long as is necessary. The retention period will be determined by various criteria including:

- The purpose for which we are using it – we will need to keep the data for as long as is necessary for that purpose; and
- Legal obligations – laws or regulation may set a minimum period for which we have to keep your personal data (for example the holding of accounting records).

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## DATA STORAGE

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We are aware of the importance of safeguarding the information under our control and endeavour to take all reasonable steps to protect it. All data collected through the website or any other means is stored on secure servers and filing system, and we have stringent security and confidentiality procedures covering the storage and disclosure of such information in accordance with the current data protection regulations.

All Data that RTWebWork collects is controlled and stored within the UK. We do not transfer data to any entity outside of the UK or the EEA. Where this does occur, we will inform you of the situation and seek your consent prior to the initiation of the transfer.

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### 'COOKIES'

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A 'cookie' is a piece of data that a website transfers to the internet browser on your computer's hard disk, which lets the website "remember" who you are. It will usually contain a unique, randomly generated, number. Major commercial and business websites generally employ cookies. They cannot be used by themselves to identify you, and we will not attempt to use them for this purpose. You can delete cookies manually – if you wish to do so, please consult your browser help manual. (There are also websites that help you do this.) "Session cookies" stay in your browser only until you close it. "Persistent cookies" stay in your browser for longer – how long depends on the "lifetime" of the relevant cookie.

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### USE OF 'COOKIES'

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We use session cookies to allow you to carry information across pages and avoid you having to re-type it. We may use persistent cookies, so we can recognise your number (but not identify you further) when you return to our website, and, potentially, to enable us to note your interests, and arrange or edit content to match your interests, or those of borrowers generally, in a better way. Third parties may also serve cookies through this website. They may be used to put together statistics to help understand how people use the site, or to check whether, and how often, particular content is being viewed.

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### Changes to this Cookies, Terms of Use and Privacy Policy

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This Privacy Policy may be updated from time to time, so you may want to check it each time you provide personal data to us.