

TERMS AND CONDITIONS

By using our website (www.kalaalbums.com) or signing up for an account, you're agreeing to these Terms and Conditions and Privacy policy (or: Terms & Privacy). This is a legal agreement.

ELIGIBILITY

By using our website you agree that you provide true, complete, and up to date contact information when registering, you agree to the following Terms & Privacy and agree that you won't use our website in a way that violates any laws or regulations. We may refuse service, close accounts of any users, and change eligibility requirements at any time if we see the Terms are not respected.

TERMS

Use of the website constitutes your acceptance of these Terms & Privacy policy which take effect on the date from which you first use the website. You are responsible for regularly reviewing the Terms & Privacy. Your continued use of the website after changes are posted constitutes your acceptance of these Terms & Privacy.

If you use our website on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms & Privacy on their behalf.

CLOSING YOUR ACCOUNT

We may permanently delete your uploaded files when they are no longer needed for processing your order. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and data associated with it that is allowed to be deleted by law.

CHANGES TO TERMS AND PRIVACY POLICY

We may change any of the Terms & Privacy policy by posting revised Terms of Use & Privacy policy on our Website and/or by sending an email to the last email address you gave us. Unless you terminate your account, the new Terms & Privacy will be effective immediately and apply to any continued or new use of our website. We may change the website, the service, or any features of the service at any time and the same Terms & Privacy policy will stay in effect.

ACCOUNT AND PASSWORD

You're responsible for keeping your account name and password confidential. You'll immediately notify us of any unauthorized use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only reset your password.

PAYMENT

After we receive your order, you must pay the pro forma invoice sent to you in full and in advance. Orders will not be processed until all outstanding amounts have been transferred to our bank account. All prices are in Euros and do not include tax of 22 %. The cost of delivery is not included in the price of your products and will be added to the price of your purchase as a separate shipping cost. Please refer to our Price List for a complete listing. We may change any of these prices at any time before your order has been accepted. We make every effort to ensure that prices indicated on this website are accurate.

ORDER PROCESSING

Order processing will not begin until we receive a confirmed order and full payment.

DELIVERY

All products will be delivered to the delivery address supplied by you during the order process. Time for delivery is an estimate only and it is not a condition of this agreement. Delayed delivery is not a basis for cancellation of the order or a request for compensation. For the items to be re-send to you (if the package does not arrive in the approximate time frame) we have to wait for the package to return to the sender and no sooner can we arrange a new delivery. If the item is returned to us you must pay new shipping cost.

CANCELLATION

An item may be cancelled up until payment has been processed. Once payment has been processed, the buyer is responsible for seeing the order through as ordered and specified on invoice.

SHIPPING POLICY

Shipping will be paid by the buyer in the amount agreed upon by the seller at the time of purchase. If an item is lost during shipping (see delivery first), the total cost of item, including shipping, will be refunded to the buyer by the seller either as a new product, bonus code or refunded money - each case is looked at individually. The shipping cost will be stated on the pro forma invoice prior to paying.

REFUND/RETURN POLICY

Items are entitled to be refunded or returned based on complaint.

If you receive a damaged item you must send the products back to Kalá albums within (14) days of arrived product. If an item is unsatisfactory, a written explanation is needed before the item may be considered for a refund. Buyer must take into account the description of the item before requesting a refund. If the item matches the description by the seller and the buyer is unsatisfied, seller is not responsible for refund. Exchanges are granted on a case-by-case basis.

Any complaints about items may be sent to our email address: hello@kalaalbums.com. There is no guarantee of a resolution. Each case will be looked at individually.

PROPRIETARY RIGHTS

You will respect our proprietary rights on the website and the software used to provide service (proprietary rights include patents, trademarks, service marks, trade secrets, and copyrights).

You represent and warrant that you either own or have permission to use all of the material in your emails and files you use. You retain ownership of the materials that you upload and use. We may use or disclose your materials only as described in these Terms and our Privacy Policy.

PRODUCTS AND RESPONSIBILITY

Kalá albums are hand and/or machine crafted materials from the finest materials. These materials and construction methods have, by their nature, minor differences in appearance, color, markings, and other innate

characteristics of custom fine art products. Notwithstanding, Kalá albums warrants that, subject to these minor differences across products and printing methods, Kalá albums products will be free of defects in workmanship.

Kalá albums will replace or repair Kalá albums products that are, in its sole judgment, defective which you report to Kalá albums within fourteen (14) days of your receipt of the defective products. If a defect is approved you must send the products back to Kalá albums within fourteen (14) days of receipt by you and after that a replacement item will be sent back to you.

EXCEPTIONS TO WARRANTY

Kalá albums does not proof, edit or change any of the content in the books or albums that you submit for printing. Kalá albums relies on your final review and approval for any books or albums designed by you.

As a result, the foregoing limited warranty does not include the obligation to correct typographical errors, mistakes in grammar, unfinished text or other text errors; low resolution images that may appear blurry in print; design issues, including book format, organization, style, color and page layout; or any other creative choices that you make related to the book or album or which you approved before printing. Your book or album content can not be edited once it is sent to the printer.

Kalá albums are custom fine art books, albums and other products designed to last for many years. They are not designed to withstand the effects of high or direct heat (e.g. hot car in the summer, window sill in the sun, etc.), high humidity, pressure (e.g. stack of books), excessive or rough handling, or any combination of these conditions. Any damage that results from or evidence that the book, albums or other products was subjected to these conditions will void the warranty.

PRIVACY POLICY

We may use and disclose your information according to our Privacy Policy. Our Privacy Policy will be treated as part of these Terms. See bottom of the Terms for Privacy policy information.

COMPLIANCE WITH LAWS

You represent and warrant that your use of our website will comply with all applicable laws and regulations. You're responsible for determining whether our services are suitable for you to use in light of any regulations like EU Data Privacy Laws, or other laws.

LIABILITY AND EXCEPTIONS TO WARRANTY

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the website and the services, including any downloads or uploads. We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances.

Kalá albums is not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the internet or at the website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the services.

Under no circumstances shall Kalá albums be responsible for any loss or damage resulting from use of the services or from any content posted on the website or transmitted to users, whether online or offline.

LEGALITIES

Kalá albums is not responsible for any health or safety concerns once the buyer has received the item. If any harm is incurred from the items purchased by the buyer, the seller shares no responsibility.

FORCE MAJEURE

Kalá albums will not be held liable for any delays or failure in performance of any part of the service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

COPYRIGHT INFO

At Kalá albums we respect the intellectual property rights of others and expect our users to do the same. Our Terms & Privacy policy prohibit users from violating someone else's intellectual property rights, including copyright and trademark.

Copyright © 2013. All Rights Reserved. The logos, trademarks and photos displayed on the website are the sole property of Kalá albums. Usage of these marks is strictly prohibited without prior written consent. Photos can be shared through social media only with prior consent and if copyright information is included (by Kalá albums, www.kalaalbums.com).

PRIVACY POLICY

This Privacy policy explains the what, how, and why of the information we (Kalá albums) collect when you visit our websites or when you use our service. It also explains the specific ways we use and disclose that information. We take your privacy extremely seriously. Policy is written in compliance with the General Data Protection Regulation (GDPR).

CHANGES

We encourage you to review this Privacy Policy often to stay informed of changes that may affect you, as your continued use of the Website signifies your continuing consent to be bound by this Privacy Policy. Kalá albums will notify you of any changes by email only when it applies to any big changes in privacy of your personal data.

SCOPE

This Privacy Policy is effective with respect to any data that we have collected, or collect, about and/or from you.

QUESTIONS

If you have any questions or comments, or if you want to update, delete, or change any Personal Information we hold, or you have a concern about the way in which we have handled any privacy matter, please email us at hello@kalaalbums.com.

INFORMATION WE COLLECT

(a) Information you voluntarily provide to us: When you sign up as a photographer or user of our website, when you consult with our customer service team, send us an email, tag us or allow us to share your posts on social media, or communicate with us in any way, you are voluntarily giving us information that we collect. That information may include either your name, physical address, email address, IP address, phone number, credit card information, as well as details including gender, occupation, location, purchase history, and other demographic information. By giving us this information, you consent to this information being collected, used, disclosed, transferred and stored by us, as described in our Terms of Use and in this Privacy Policy.

As you use our services, you may import into our system Personal Information you have collected from your clients or other individuals. We have no direct relationship with your clients or any person other than you, and for that reason, you are responsible for making sure you have the appropriate permission (contracts that are in compliance with GDPR) for us to collect and process information about those individuals (their shipping address, their permission to print the photos, etc).

(b) Information we collect automatically: When you use or browse our website, we may collect information about your visit, your usage, and your web browsing. That information may include your IP address, your operating system, your browser ID, your browsing activity, and other information about how you interacted with our website. We may collect this information as a part of log files as well as through the use of cookies or other tracking technologies. Our use of cookies and other tracking technologies is discussed more below.

(c) Third Party Links: Our websites may include links to other websites, whose privacy practices may be different from ours. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

Although this website looks to include quality, safe and relevant external links users should always adopt a policy of caution before clicking any external web links mentioned throughout this website. The owners of this website cannot guarantee or verify the contents of any externally linked website despite their best efforts. Users should

therefore note they click on external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

This website may contain sponsored links and adverts. If so, these will typically be served through our advertising partners, to whom they may have detailed privacy policies relating directly to the adverts they serve. Clicking on any such adverts will send you to the advertiser's website through a referral program which may use cookies and will track the number of referrals sent from this website. This may include the use of cookies which may in turn be saved on your computer's hard drive. Users should therefore note they click on sponsored external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question. Users are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

Users are advised to use social media platforms wisely and communicate / engage upon them with due care and caution in regard to their own privacy and personal details. This website nor its owners will ever ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email.

(d) Cookies and tracking: We and our partners may use various technologies to collect and store information when you use our website, and this may include using cookies and similar tracking technologies, such as pixels and *web beacons, to analyze trends, administer the website, track users' movements around the website, serve targeted advertisements, and gather demographic information about our user base as a whole. Users can control the use of cookies at the individual browser level.

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by online service providers in order to (for example) make their websites or services work, or to work more efficiently, as well as to provide reporting information.

Cookies set by parties other than the website owner are called "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website or service you are using (such as advertising, interactive content and analytics). The third parties that set these third party cookies can recognise your computer both when it visits the website or service in question and also when it visits certain other websites or services.

We do not have control over the content or availability of these said sites and are not responsible for any content in the said third party sites. It is your responsibility to read and understand each site's privacy and other policies and terms and conditions of their service. If you have any questions or concerns regarding these third party sites, please contact the respective site's webmaster or site administrator.

Users are advised that if they wish to deny the use and saving of cookies from this website on to their computer's hard drive they should take necessary steps within their web browser's security settings to block all cookies from this website and its external serving vendors.

* Web beacons: When you subscribe we may track behavior such as who opened the emails and who clicked the links. This allows us to measure the performance of our email campaigns and to improve our features for specific segments. To do this, we include single pixel gifs, also called web beacons, in emails

we send. Web beacons allow us to collect information about when you open the email, your IP address, your browser or email client type, and other similar details.

Users can subscribe through an online automated process should they wish to do so but do so at their own discretion. Subscribers are given the opportunity to unsubscribe at any time through an automated system. This process is detailed at the footer of each email campaign.

* Social Media: Our website include social media features. These features may collect information about your IP address and which page you are visiting on our website, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our website. We also maintain presences on social media platforms including Facebook and Instagram.

USE & DISCLOSURE OF PERSONAL INFORMATION

(a) To promote use of our services to you and others. For example, if we collect your Personal Information when you visit our website and do not sign up for any of the services, we may send you an email inviting you to sign up. If you use any of our services and we think you might benefit from using another service we offer, we may send you an email about that. You can stop receiving our promotional emails by following the unsubscribe instructions included in every email we send.

(b) To participate in social media. Any information, communications, or materials you submit to us via a social media platform is done at your own risk without any expectation of privacy. We cannot control the actions of other users of these platforms or the actions of the platforms themselves. Your interactions with those features and platforms are governed by the privacy policies of the companies that provide them. Communication, engagement and actions taken through external social media platforms that this website and its owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

(c) To bill and collect money owed to us by our members. This includes sending you emails, invoices, receipts, notices of delinquency, and alerting you if we need a different credit card number. We use third parties for secure credit card transaction processing, and we send billing information to those third parties to process your orders and credit card payments.

(d) To send you System Alert messages. For example, we may inform you of temporary or permanent changes to our services, such as planned outages, new features, version updates, releases, abuse warnings, and changes to our Privacy Policy.

(e) To communicate with our members about their account and provide customer support. This includes communication about orders, uploading files via Google Drive shared folder, Dropbox, Wetransfer, deleting files, changing passwords, etc.

(f) To enforce compliance with our Terms of Use and applicable law. This may include developing tools and algorithms that help us prevent violations.

(g) To protect the rights and safety of our members and third parties, as well as our own.

(h) To meet legal requirements; including complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms. Your personal data will be disclosed only when required by law of the European Union.

(i) To provide information to representatives and advisors; including attorneys and accountants, to help us comply with legal, accounting, or security requirements.

(j) To provide, support, and improve the services we offer. This might also include sharing your information or the information you provide us with third parties in order to provide and support our services or to make certain features of the services available to you. When we do have to share Personal Information with third parties, we take steps to protect your information by requiring these third parties to enter into a contract with us that requires them to use the Personal Information we transfer to them in a manner that is consistent with this policy (these third party Service Providers enter into a contract that requires them to use your Personal Information only for the provision of services to us and in a manner that is consistent with this policy. Examples of Service Providers include payment processors, hosting services and content delivery services).

(k) To provide suggestions to you. For more information about our use of cookies and other tracking technologies for this purpose, and instructions about how to opt out of having data collected through the use of cookies, please see our Cookie Statement.

(l) To transfer your information in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition. In that event, any acquirer will be subject to our obligations under this Privacy Policy, including your rights to access and choice. We will notify you of the change either by sending you an email or posting a notice on our Website.

SAFEGUARDING YOUR INFORMATION

We take reasonable and appropriate measures to protect Personal Information from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Personal Information. All the data that you share with us are used confidentially and only for the purpose for which they have been shared with us. Access to your personal data is allowed only to the team that works with or for Kalá albums and need the data only for the purposes described below.

If you have registered with Kalá albums, we process your data to create an account and communicate with you. Registration requires a username and password. You must keep your username and password secure, and never disclose it to a third party. Account passwords are encrypted, which means we cannot see your passwords. We cannot resend forgotten passwords either. We will only reset them. If you order products with us, we will collect and process your personal data to proceed with your order, to create your order, to notify you about your order. If you opt-in to receiving our newsletter we use your personal data to send offers relating to our service. You can always opt-out of receiving newsletter.

Kalá albums will not send, share, or use your personal data within the company or outside with third parties in any other way than disclosed in this Privacy Policy.

ACCURACY AND RETENTION OF DATA

We do our best to keep your data accurate and up to date, to the extent that you provide us with the information we need to do so. If your data changes (for example, if you have a new email address), then you are responsible for notifying us of those changes. Upon request, we will provide you with information about whether we hold, or process on behalf of a third party, any of your Personal Information. We will retain your information for as long as your account is active or as long as needed to provide you with our Services. We may also retain and use your information in order to comply with our legal obligations, resolve disputes, prevent abuse, and enforce our Agreements.

Kalá albums will keep data for a month after the service is completed and then the files may be deleted in case law requires otherwise. For instance, by law we are required to keep invoices for ten years. We will also not delete files that we need to have proof of how we have treated your personal information, or files we need to keep track of who no longer wishes to be contacted by us in the future.

YOUR RIGHTS

You have the right to require to access your personal data, to change it, delete it or limit the use of it. You also have the right to question the use and transfer of your personal data.

If you wish to exercise any of the below rights please contact us at hello@kalaalbums.com. We will respond with a legal answer in a month, in case of a more complicated issue or larger amount of demands we can prolong the deadline for two months and we will notify you if we do so.

(a) The right to be informed: which personal data is being collected, where to access it and how it is used, which data is being used, who the data is shared with, how long the data will be used and/or stored.

(b) The right to change: your personal information and/or complete the information provided.

(c) The right to delete your information: when one of the following applies: the data is no longer needed for the purpose for which they were collected for; when you no longer wish to share your information when there is no purpose for us to share it; when you object to us processing your data and there is no purpose for us to process it; when the data collected was obtained illegally.

(d) The right to limit your information: when you object to the accuracy of the data collected, for the time span which can be checked; when the use of data is illegal but cannot be deleted and you wish it is limited; when we no longer need your data but you need it for any personal or legal matters; when you place an inquiry with Kalá albums' processing of your rights, and it is not yet legally known if our rights predominate your inquiry.

When the collection of your personal data was limited in accordance with the above paragraph, your data is (excluding it's collection) processed and used only with your approval or to exercise any legal requirements. Before annulling the limitation of your data we are obliged to inform you.

(e) The right to transfer personal data: that you have shared with us in a structured, readable document that can be shared with other handlers.

(f) The right to object: when your personal data is being collected for the purpose of legal marketing.

(g) The right to file a legal complaint: if we do not respond in a timely manner to your rights mentioned above.