

# CheckNique<sup>®</sup> PRIVACY POLICY

CheckNique strives to offer its visitors the many advantages of internet technology and to provide an interactive and personalized experience. The terms for your Personally Identifiable Information (your name, e-mail address, street address, telephone number) are detailed in the terms of this privacy policy.

## **How we gather information from users**

How we collect and store information depends on the page you are visiting, the activities in which you elect to participate in and the services provided. For example, you may be asked to provide information when you register for access to certain portions or features of our site, such as newsletters. You may provide information when you participate in sweepstakes and contests, message boards and chat rooms, and other interactive areas of our site. Like most web sites, CheckNique also collects information automatically and through the use of electronic tools that may be transparent to our visitors. For example, we may log the name of your internet service provider (ISP) or use cookies to recognize you and hold information from your visit. Among other things, the cookie may store your user name and password, sparing you from having to re-enter that information each time you visit, or may control the number of times you encounter a particular advertisement while visiting our site. As we adopt additional technology, we may also gather information through other means. In certain cases, you can choose not to provide us with information, for example by setting your browser to refuse to accept cookies, but by doing this we may not be able to customize the site to suit your preferences.

## **What we do with the information we collect**

We collect information to enhance your visit and deliver more individualized content and advertising. We respect your privacy and do not share your information with anyone. This means your information will never be sold, transferred or exchanged to any company or party for any reason whatsoever, without your express permission.

Aggregated information (information that does not personally identify you) may be used in many ways. For example, we may combine information about your internet usage with similar information obtained from other users to help enhance our site and services (e.g., to learn which pages are visited most or what features are most attractive). Aggregated information may occasionally be shared with our advertisers and business partners. Again, this information does not include any Personally Identifiable Information about you or allow anyone to identify you individually.

We may use Personally Identifiable Information collected on CheckNique to communicate with you, by your permission. For example, our Terms and Conditions, Privacy Policy, services, products and other topics of interest.

Personally Identifiable Information collected by CheckNique may also be used for other purposes related to the delivery of our products to you, including but not limited to site administration, troubleshooting, processing of e-commerce transactions, administration of sweepstakes and contests, and other communications related to your purchases with us.

Certain third parties who provide technical support for the operation of our site (our web hosting service for example) may access such information in helping the delivery of products you have purchased from us. We will use your information only as permitted by law. In addition, from time to time as we continue to develop our business, we may sell, buy, merge or partner with other companies or businesses. In such transactions, user information may be among the transferred assets. We may also disclose your information in response to a court order, at other times when we believe we are reasonably required to do so by law, in connection with the collection of amounts you may owe to us, and/or to law enforcement authorities whenever we deem it appropriate or necessary. In such cases, we may not provide you with notice prior to disclosure.

### **Private Customer Information**

CheckNique does not hold private customer information (such as credit card information, social security numbers, financial details, address etc) for more than 60 days. Also, any private details which we do possess are solely for the business transaction purpose of you buying from us, and us providing the products and services to you.

### **E-mail Subscription Terms**

CheckNique strictly forbids the practice of "spam-mailing". CheckNique will not send you any continual email solicitation unless you have expressed so when purchasing our products, or by your consent (through double opt-in) in signing up to our subscription newsletter. In either case, you will have the clear option to unsubscribe from receiving our e-mail services through the unsubscribe links provided clearly at the bottom of each e-mail.

### **Affiliated sites, linked sites and advertisements**

CheckNique expects its partners, advertisers and affiliates to respect the privacy of our users. However third parties, including our partners, advertisers, affiliates and other content providers accessible through our site, may have their own privacy and data collection policies and practices which conflict with our own. For example, during your visit to our site you may link to, or view as part of a frame on a CheckNique page, certain content that is actually created or hosted by a third party. Also, through CheckNique you may be introduced to, or be able to access, information, web sites, features, contests or sweepstakes offered by other parties. CheckNique is not responsible for the actions or policies of such third parties. You should check the applicable privacy policies of those third parties when providing information on a feature or page operated by a party other than CheckNique.

While on our site, our advertisers, promotional partners or other third parties may use cookies or other technology to attempt to identify some of your preferences or retrieve information about you. For example, some of our advertising is served by third parties and may include cookies that enable the advertiser to determine whether you have seen a particular advertisement before. Other features available on our site may offer services operated by third parties and may use cookies or other technology to gather information. CheckNique does not control the use of this technology by third parties or the resulting information, and is not responsible for any actions or policies of such third parties.

You should also be aware that if you voluntarily disclose Personally Identifiable Information on message boards or in chat areas, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond the control of CheckNique and this Privacy Policy.

## **Children**

CheckNique does not knowingly collect or solicit Personally Identifiable Information from or about children under 16 except as permitted by law. If we discover we have received any information from a child under 16 in violation of this policy, we will delete that information immediately. If you believe CheckNique has any information from or about anyone under 16, please contact us at [privacy@checknique.net](mailto:privacy@checknique.net)

## **Changes to this Policy**

CheckNique reserves the right to change this Privacy Policy at any time. It is your responsibility as an individual and/or organization to make sure that you are aware of any periodical changes to this Privacy Policy. Continued use of our site following the posting of changes to these terms entails that you accept those changes. Information collected prior to the time any change is posted will be used according to the rules and laws that applied at the time the information was collected.

## **Governing law**

This policy and the use of this site are governed by the laws of the United Kingdom of Great Britain and Northern Ireland. If a dispute arises under this Privacy Policy we agree to first try to resolve it with the help of a mutually agreed-upon mediator. Any costs and fees other than lawyer fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

CheckNique is controlled, operated and administered entirely within CheckNique. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

## **This is the end of the Privacy Policy**