

UK/EU GDPR Compliant Terms and Conditions

Last Updated: 16/06/2024

This legally binding agreement ("Agreement") outlines the terms and conditions between you ("User", "you", or "your") and Website Operator ("Website Operator", "us", "we", or "our") regarding the use of the website kai-young.co.uk and any associated products or services (collectively referred to as "Website" or "Services").

User Data and Privacy

Your data privacy is of utmost importance to us. We collect and process your personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Please review our Privacy Policy [[link to Privacy Policy](#)] for detailed information on how we collect, use, and protect your data.

User Content

Any data, information, or material ("Content") submitted by you on the Website while using the Services remains your sole responsibility. You affirm that you possess the rights, ownership, and permissions for the accuracy, quality, integrity, legality, and appropriateness of all submitted Content. While we may choose to monitor and review Content submitted through our Services, we are not obligated to do so. Unless explicitly permitted by you, our use of the Website does not grant us a license to utilize, reproduce, adapt, modify, publish, or distribute the Content created or stored by you for commercial or marketing purposes. However, you grant us permission to access, copy, distribute, store, transmit, reformat, display, and perform the Content in your user account as necessary to provide the Services to you. We retain the right, at our discretion, to refuse or remove any Content that violates our policies or is deemed harmful or objectionable.

Backups

We conduct regular backups of the Website and its Content to ensure their completeness and accuracy. In the event of hardware failure or data loss, we will automatically restore backups to minimize any disruptions and downtime.

Links to Other Websites

While the Website may contain links to external websites, unless expressly stated, we neither endorse nor are affiliated with these linked sites. We are not accountable for examining or assessing the content or offerings of other websites, individuals, or businesses. You access external websites at your own risk and should review their legal terms and conditions.

Prohibited Uses

In addition to the terms specified in this Agreement, you are prohibited from using the Website or its Content for various purposes, including but not limited to engaging in unlawful activities, violating regulations, infringing intellectual property rights, engaging in discriminatory behaviour, disseminating false information, uploading malicious code, collecting personal information without consent, and disrupting security features. We retain the right to terminate your access to the Website and Services if you engage in any prohibited activities.

Contact and Quotation Form Data Processing

The contact and quotation form available on our website allows users to submit information for inquiries, requests, and other communication. It is important to note that any data submitted via these forms is securely processed by Google services, including Google Sheets, for the purpose of managing and responding to user inquiries.

- **Data Security and Privacy:** All data submitted through our contact and quotation forms is treated with the utmost care and is transmitted securely to Google's servers. Google Sheets and other Google services we utilize are designed to maintain high standards of data security. Please refer to Google's privacy and security policies for detailed information.
- **Compliance with Google's Policies:** We are committed to complying with Google's API and public terms of use regarding data collection and processing. Users are encouraged to familiarize themselves with Google's terms and policies as they relate to the data submitted through our website. Please note that data transmission over the internet, including email, is not entirely secure. We cannot guarantee the security of data during transmission and encourage users to take necessary precautions when submitting sensitive information.

GDPR Compliance Officer and Data Access

GDPR Compliance Officer: Our GDPR Compliance Officer is Kai Young (administrator@kai-young.co.uk).

Data Access by System Administrators and Service Providers: Certain data submitted on our website may be accessed by our system administrators and trusted service providers for the purpose of website maintenance, troubleshooting, and support. These individuals, including Kai David Young, are subject to confidentiality agreements and are committed to handling user data with the utmost care and in accordance with data protection laws.

We take data privacy and GDPR compliance seriously, and our team, including our GDPR Compliance Officer, is dedicated to ensuring that your personal information is handled securely and in accordance with applicable regulations.

Intellectual Property Rights

No intellectual property rights owned by Website Operator, or third parties are transferred to you through this Agreement. All trademarks, service marks, graphics, and logos associated with the Website or Services are the property of Website Operator or its licensors. Your use of the Website does not grant you the right to use any Website Operator or third-party trademarks.

Limitation of Liability

To the fullest extent allowed by applicable law, Website Operator and its affiliates, officers, directors, employees, agents, suppliers, or licensors shall not be held liable for indirect, incidental, special, punitive, consequential damages, including but not limited to lost profits, business interruption, or loss of business opportunity. In cases where liability applies, the maximum liability shall be limited to an amount equivalent to one pound or the actual cash amount paid by you to Website Operator during the preceding month.

Data Access Requests

You have the right to request access to any personal data we may hold about you in accordance with the GDPR, UK GDPR, and CCPA. If you wish to make such a request, please send an email to FOI@kai-young.co.uk from the email address associated with your account. We will respond to your request within the timeframes required by applicable data protection laws and regulations. Please note that we may require additional verification to ensure the security of your personal information.

For more information on making data access requests, you can refer to our [Data Access Request Guidelines](#).

Data Rectification and Erasure

You have the right to rectify any inaccurate personal data and to request the erasure of your personal data ("right to be forgotten") in accordance with the GDPR, UK GDPR, and CCPA. To exercise these rights, please contact us at FOI@kai-young.co.uk.

Dispute Resolution

This Agreement, its interpretation, and performance, as well as any disputes arising from it, are governed by the substantive and procedural laws of the United Kingdom. Any legal actions related to this Agreement shall take place in the state and federal courts of the United Kingdom, and you consent to their personal jurisdiction. You waive your right to a jury trial in any dispute regarding this Agreement.

Changes and Amendments

We reserve the right to modify this Agreement or its policies regarding the Website or Services. Updates are effective upon posting on the Website and will be communicated to you via email. Continued use of the Website after such changes implies your acceptance of the revised Agreement.

Acceptance of these Terms

By using the Website or its Services, you acknowledge that you have read and agreed to all the terms and conditions outlined in this Agreement. If you do not consent to these terms, you are not authorized to access or use the Website and its Services.

Contact

If you wish to learn more about this Agreement or have inquiries regarding its content, you can contact us at: <https://kai-young.co.uk/Public/Contact.php> . To make a data access request or exercise your data rights, please email us at FOI@kai-young.co.uk. For detailed instructions on making data access requests, you can refer to our Data Access Request Guidelines <https://files.kai-young.co.uk/Templates/FOI.pdf> .

Additional Information

For more information about the services we provide, please refer to our [Kai-Young Services](#).