

1-54 Contemporary African Art Fair (Art Africa Ltd)

Terms of Use and Privacy Policy

Terms of Use

1. About us and the Website

1.1 This website (the "Website") is maintained by 1-54 Contemporary African Art Fair (Art Africa Ltd) referred to below as "we", "our", "us" or "1-54" or "Art Africa") a company registered in England and Wales.

2. About the Terms of Use

2.1 Before you start to use our Website, please read the following terms (and the documents referred to in it) carefully. They will tell you the terms on which you may make use of our Website.

2.2 By using our Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to the terms of use, please do not use our Website.

2.3 If you have entered, or enter, into a contract with us for products or services, separate terms and conditions will apply to those.

2.4 These terms of use refer to our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. For information about our privacy policy, see clause 6 'About your Data'.

2.5 We may make changes to these terms of use from time to time, for example to comply with new or updated laws or regulations or new functions on our Website. If these terms are updated, the new version comes into force, and will be enforceable, from the day it is uploaded on this Website. Whenever you access the Website, please check these terms of use to read the version which applies to you at that time. We recommend that you print a copy of these terms of use for future reference.

3. Accessing the Website and changes to it

3.1 We may update the information on the Website from time to time, although please note we are under no obligation to update it. However, we cannot confirm that the information is accurate, complete or up-to-date at any given time. We may update or remove information from time to time for business reasons, for example because the subject matter is no longer relevant. Your continued use of, or access to, the Website following the posting of any changes to these terms constitutes acceptance of those changes. Any new features or tools which are added to the Website shall also be subject to the terms.

3.2 Because this Website is for information purposes only, and is provided free of charge, access to it is not permanent or guaranteed. Accordingly, we may withdraw or remove what we provide on the Website, or we may close it. From time to time, we may restrict or suspend access to some parts of our Website, or the entire Website, for example for maintenance purposes.

3.3 If you choose, or if you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. Because security and access rights are important to us and you, we have the right to disable any code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

3.4 You are required not to introduce any data, by any means available, on the Website which would or may modify or harm the content or the display of the information, presentation or structure of the Website.

4. No Liability for other websites

4.1 The Website may contain links to other independent websites. These links are provided for your convenience only, and do not amount to a recommendation or endorsement by us of that third party or its website. Please note that we have no control over the content such third party websites, and we have not verified the accuracy of any content on such third party website. Accordingly, we are not liable for the content or availability (or lack of availability) of such third party websites.

5. About Cookies

5.1 Accessing the Website will create a "Cookie". A cookie is a small amount of data which is transferred

to your browser by a web server. Cookies may be used to recognise you and facilitate your access to the Website without the need for you having to state your preferences again. Cookies may also be used to remember your activities and facilitate navigation as well as being used to track your visits to this Website. 5.2 1-54 uses measurement and analysis tools to gather information regarding visitors to 1-54 sites using cookies, log file data and code which is embedded on the Website. This type of information is used to help improve services.

6. About your Data

6.1 In order to access certain features of this Website, you may be required to provide information about yourself including, among other things, your email address. For information about how we use your personal data, please read our Privacy Policy.

7. Our Intellectual Property Rights

7.1 We or 1-54 are the owner of all intellectual property rights in our Website and the material published on it, including, among other things, all trade marks, trade names, copyright works, designs and inventions, whether they are registered or not. These works are protected by, among other things, copyright laws and treaties around the world. We reserve all such rights.

7.2 You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use Website content in any way except for your own personal and non-commercial use. You also agree not to adapt, alter or create a derivative work from any Website content except for your own personal, and non-commercial use. Any other use of Website content requires the prior written consent of 1-54. To request permission, please contact 1-54 Contemporary African Art Fair, Somerset House, Strand, London WC2R 1LA.

7.3 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 the illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

7.4 Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged. You must not in any way use any part of the materials on our Website for commercial purposes without obtaining a licence from us to do so.

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

7.6 You must not use the Website or its content for any unlawful purpose; to harass, abuse, insult, harm, defame, slander or intimidate others or to spam, phish or to otherwise interfere with the security features of the Website or any related website, other websites, or the internet. We reserve the right to terminate (without liabilities) your use of the Website or any related website for violating any of the prohibited uses.

8. No Liability

8.1 These terms exclude or limit our liability arising out of or relating to the Website, as far as the law permits us to do so. Please take the time to read them carefully.

8.2 We do not exclude or limit our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under the laws of England and Wales.

8.3 Although we have taken reasonable steps to ensure that the information on the Website is accurate, we do not give or make any warranty or representation (whether express or implied) that any such information is accurate, timely, complete or available. We will not be liable to you for any loss or damage whatsoever and however it arises as a result of your use of or reliance on the information on the Website, or for your inability to access or use the Website for any period of time.

8.4 If you are a private individual, please note that we only provide our Website for private and personal use and information purposes only. You agree not to use our Website for any commercial, professional, trade, or business purposes, and we will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, however this arises.

8.5 If you are a business, please note that:

a) we will not be liable for any loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or wasted management time. We will also not be liable for any indirect or consequential loss or damage.

b) our liability to you is limited to the maximum extent provided under the laws of England and Wales.

8.6 We use reasonable efforts to ensure that our Website is free from viruses and other malicious or

harmful content. However, we do not represent or warrant that your use of this Website (including any content on it or any third party website accessible from it) will be error free, delay free, or will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, we will not be liable to any user for any loss or damage they suffer as a result of viruses or other harmful content that they access from or via the Website.

9. Governing Law & Jurisdiction

9.1 These terms of use, the Website and any information contained in it will be governed by the laws of England and Wales, and the courts of England and Wales will have non-exclusive jurisdiction to hear any dispute arising from these.

Privacy Policy

We are committed to protecting and respecting your privacy.

This Privacy Policy (together with our terms of use and any other documents referred to in it) 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 the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting 1-54.com you are accepting and consenting to the practices described in this Privacy Policy.

1-54 is legally obliged to safeguard and use your personal data in line with all laws concerning the protection of personal data, including the Data Protection Act 1998 (these laws are referred to collectively in this Privacy Policy as the "data protection laws").

Data we may Collect from you

We may collect and process the following data about you:

a) Data you give us. You may give us data about you by filling in forms on our site www.1-54.com by corresponding with us by telephone, e-mail or otherwise.

If you sign up to receive our newsletters you will be asked to register your name and email details and will be asked to provide consent to receive further materials from 1-54. By providing such consent, you agree to receive information about the Art Africa. An unsubscribe link will always be provided within the newsletters.

If you wish to purchase products from us, you will be required to provide certain personal data relating to you in order to enable us to complete your purchase and provide you with after-sales care, including your name, email address and a physical address.

You may also provide us with data when you enter a competition, promotion or survey, attend an event and when you report a problem with our Website. The data you give us may include your name, address, e-mail address and phone number.

b) Data we collect about you. With regard to each of your visits we may automatically collect technical data, including the internet protocol (IP) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform. We may also automatically collect data about your visit, including the full Uniform Resource Locators (URLs) clickstream to, through and from our Website (including date and time), pages you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

c) Data we receive from other sources. We may receive data about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data.

Cookies

Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you browse our Website and allows us to improve our Website.

Uses Made of the Data

We will use the data you give to us to:

a) provide you with information about our products and services;

b) provide you with information about additional goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means with information about services similar to

those which you have shown interest in before. If you are a new customer we will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way please tick the relevant box situated on the registration form on which we collect your data; and
c) notify you about changes to our services and the Website.

We will use the data we collect about you to:

- a) administer our Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- b) improve our Website to ensure that content is presented in the most effective manner for you and for your computer;
- c) allow you to participate in interactive features of our service, when you choose to do so; and
- d) assist us in our efforts to keep our Website safe and secure.

Data we receive from other sources: we may combine this data with data you give to us and data we collect about you. We may use this data and the combined data for the purposes set out above (depending on the types of data we receive).

Disclosure of your Data

We may share your personal data with:

- a) any member of Art Africa;
- b) any third party sponsors, provided you have previously given consent for 1-54 to share your data with such third party sponsor; and
- c) analytics and search engine providers that assist us in the improvement and optimisation of our Website.

We may disclose your personal data to third parties:

- a) in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- b) if Art Africa, or substantially all of its assets, is acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- c) if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and/or other agreements; or to protect the rights, property or safety of Art Africa our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Where we Store your Personal Data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Art Africa and their suppliers. Such staff may be engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our Privacy Policy.

Security of your Personal Data

All data you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

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 Website; any transmission is at your own risk. In order to prevent unauthorised access or disclosure, we have implemented appropriate technical and organisational security measures to protect and secure your personal data. We will take all steps reasonably necessary to ensure that your personal data is treated securely and used only in accordance with this Privacy Policy.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at 1-54 Contemporary African Art Fair, Somerset House, Strand, London WC2R 1LA.

Our Website may, from time to time, contain links to and from the websites of our partner networks and

service providers. 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.

Access to and Correction of your Personal Data

You may contact 1-54 Contemporary African Art Fair, Somerset House, Strand, London WC2R 1LA to access, update, and correct your personal data, to ask for erasure, anonymisation or blocking of personal data that have been processed unlawfully, to object to the processing of your personal data, or if you have any questions about our Privacy Policy. 1-54 makes good faith efforts to provide you with such access or correction in accordance with and subject to the requirements of any applicable laws.

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. Please check back frequently to see any updates or changes to our Privacy Policy.

Contact

Questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to 1-54 Contemporary African Art Fair, Somerset House, Strand, London WC2R 1LA.