

# Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

## WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website [mariaaristidou.com](http://mariaaristidou.com).

- Who we are and how to contact us.
- By using our website you accept these terms.
- There are other terms that may apply to you.
- We may make changes to these terms.
- We may make changes to our site.
- We may suspend or withdraw our site.
- We are not responsible for websites we link to.
- How we may use your personal information.
- We are not responsible for viruses and you must not introduce them.
- Rules about linking to our site.
- Which country's laws apply to any disputes?

## WHO WE ARE AND HOW TO CONTACT US

[mariaaristidou.com](http://mariaaristidou.com) is a site operated by M.A. Maris Fashion Designs Limited ("We"). We are registered in Cyprus under company number HE 394447 and have our registered office at 20, 25th March Avenue, Flat 201, Engomi, 2408 Nicosia, Cyprus. Our VAT number is 10394447T.

To contact us, please email at [info@mariaaristidou.com](mailto:info@mariaaristidou.com) or call at +357 99425968

## BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

## THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site: [Our Privacy Policy](#)

## WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

## WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any goods on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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

#### WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy.

#### WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. 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 our site will cease immediately.

#### RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

#### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Cyprus law. You and we both agree that the courts of Cyprus will have exclusive jurisdiction.

## **PRIVACY POLICY**

Last Updated 03 January 2019

### **INTRODUCTION**

Welcome to the M.A. MARIS FASHION DESIGNS LIMITED privacy notice.

M.A. MARIS FASHION DESIGNS LIMITED respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

Please use the Glossary to understand the meaning of some of the terms used in this privacy notice.

1. ***IMPORTANT INFORMATION AND WHO WE ARE***
2. ***THE DATA WE COLLECT ABOUT YOU***
3. ***HOW IS YOUR PERSONAL DATA COLLECTED***
4. ***HOW WE USE YOUR PERSONAL DATA***
5. ***DISCLOSURES OF YOUR PERSONAL DATA***
6. ***INTERNATIONAL TRANSFERS***
7. ***DATA SECURITY***
8. ***DATA RETENTION***
9. ***YOUR LEGAL RIGHTS***
10. ***GLOSSARY***

### **1. IMPORTANT INFORMATION AND WHO WE ARE**

#### **PURPOSE OF THIS PRIVACY NOTICE**

This privacy notice aims to give you information on how M.A. MARIS FASHION DESIGNS LIMITED collects and processes your personal data through your use of this website, including any data you may provide through this website when you sign up to our newsletter, purchase a product or service or take part in a competition.

This website is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

## CONTROLLER

M.A. MARIS FASHION DESIGNS LIMITED is the controller and responsible for your personal data (collectively referred to as M.A. MARIS FASHION DESIGNS LIMITED, “we”, “us” or “our” in this privacy notice).

If you have any questions about this privacy notice, including any requests to exercise *your legal rights*, please contact us using the details set out below.

## CONTACT DETAILS

Our full details are:

### M.A. MARIS FASHION DESIGNS LIMITED

Maria Aristidou

Email address: [info@mariaaristidou.com](mailto:info@mariaaristidou.com)

Postal address: 20, 25<sup>th</sup> March Avenue, Flat 201, Engomi, 2468 Nicosia, Cyprus

Telephone number: +357 99425968

## CHANGES TO THE PRIVACY NOTICE AND YOUR DUTY TO INFORM US OF CHANGES

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

## 2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We **may** collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, last name, username or similar identifier.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data.
- **Profile Data** includes [your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses].

- **Usage Data** includes [information about how you use our website, products and services].
- **Marketing and Communications Data** includes [your preferences in receiving marketing from us and our third parties and your communication preferences].

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this **privacy** notice.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

### **IF YOU FAIL TO PROVIDE PERSONAL DATA**

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

### **3. HOW IS YOUR PERSONAL DATA COLLECTED?**

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - create an account on our website;
  - subscribe to our service or publications;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey; or
  - give us some feedback.
- **Third parties.** We may receive personal data about you from various third parties as set out below:
  - Technical Data from the following parties:
    - (a) analytics providers such as Google;
    - (b) advertising networks; and
    - (c) search information providers.

- Contact, Financial and Transaction Data from providers of technical, payment and delivery services.

#### 4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us using the details stated herein above.

#### PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we **may** process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing including basis of legitimate interest</b>
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including:  (a) Manage payments, fees and charges  (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction  (e) Marketing and Communications	(a) Performance of a contract with you  (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include:  (a) Notifying you about changes to our terms or privacy policy	(a) Identity (b) Contact (c) Profile  (d) Marketing and Communication	(a) Performance of a contract with you  (b) Necessary to comply with a legal obligation  (c) Necessary for our legitimate interests (to keep our records updated)

(b) Asking you to leave a review or take a survey		and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage  (e) Marketing and Communications	(a) Performance of a contract with you  (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity  (b) Contact  (c) Profile  (d) Usage  (e) Marketing and Communications  (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/ services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)

## MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

### PROMOTIONAL OFFERS FROM US

We may use your Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

### THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any company outside M.A. MARIS FASHION DESIGNS LIMITED for marketing purposes.

## **OPTING OUT**

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product purchase or other transactions.

## **COOKIES**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies.

## **CHANGE OF PURPOSE**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **5. DISCLOSURES OF YOUR PERSONAL DATA**

We **may** have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties as set out in the Glossary.
- External Third Parties as set out in the Glossary.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets.

Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## **6. INTERNATIONAL TRANSFERS**

We do not transfer your personal data outside the European Economic Area (**EEA**).

## **7. DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **8. DATA RETENTION**

### **HOW LONG WILL YOU USE MY PERSONAL DATA FOR?**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see *Request erasure* below for further information.

## **9. YOUR LEGAL RIGHTS**

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- *Request access to your personal data.*
- *Request correction of your personal data.*
- *Request erasure of your personal data.*
- *Object to processing of your personal data.*
- *Request restriction of processing your personal data.*
- *Request transfer of your personal data.*
- *Right to withdraw consent.*

If you wish to exercise any of the rights set out above, please contact us at the details stated above.

## **NO FEE USUALLY REQUIRED**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

## WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 10. GLOSSARY

### LAWFUL BASIS

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

### YOUR LEGAL RIGHTS

You have the right to:

**Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.