



## Website Terms of Use

This “Website Terms of Use” forms part of the Terms and Conditions of RKJOnline.

### **RKJOnline is a tradename of RKJ Consulting Ltd.**

(Note this document owes credit in part to the Information Commissioners Office and this link & its subsequent pages <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

(Please also see ICO copyright statement <https://ico.org.uk/global/copyright-and-re-use-of-materials/>)

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To clarify, substantial material is obtained from the Information Commissioner’s Office website as at 26/4/2018, licensed under the [Open Government Licence](#).

We also thank the FSB for guidance via its Legal Hub and Markel Law Hub materials which again provided a lot of guidance with this document.

### **RKJ Consulting Limited trades as RKJOnline for the purposes of Web Design, Web Hosting, Search Engine Optimisation (SEO) & Social Media services**

Note “RKJWebDesign” is also a logo / brand name of RKJOnline.

Note also that RKJOnline is sometimes known as “RKJOnline Web Design Cheshire”.

**This Privacy Notice has specifically been created with the General Data Protection Regulation “GDPR” in mind (more info below).**

**Effective Date:** 25<sup>th</sup> May 2018

**Review Date:** The next review will be 25<sup>th</sup> November 2018

**Ad Hoc reviews and changes may be necessary – see below.**

## PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

### INTRODUCTION – WHO WE ARE

RKJOnline is a tradename of RKJ Consulting Ltd which is a Limited Company based in North West England, UK.

RKJOnline offers “web services” to clients. This covers services such as:-

- Domain name registration – through our 3rd party supplier Fasthosts
- Website hosting – through our 3rd party supplier Fasthosts
- Website development – we now only offer WordPress development
- Search Engine Optimisation and set up of social media accounts on some platforms
- Mailbox set - – through our 3rd party supplier Fasthosts

Our website [www.rkjonline.com](http://www.rkjonline.com) contains information on our web services, information about us and how to contact us, various blogs with further information and views and some client testimonials.

This document (together with our Terms and Conditions found at <http://www.rkjonline.com/wp-content/uploads/terms-and-conditions.pdf> and other documents referred to below) explains the terms of use for our website.

### DEFINITIONS:

The following words and expressions shall have the following meanings:

“the Customer” means the company or individual requesting the various website design, hosting, SEO, Social Media services of RKJOnline

“the supplier” means RKJ Consulting Ltd. - the primary designer & employees or affiliates, also trading as (but not limited to) “RKJOnline”, “RKJ Web Design”, “RKJOnline Web Design Cheshire” and “Coming Write Up”.

"URL" stands for uniform resource locator (otherwise known as the “domain name”);

"the Website" refers to [www.rkjonline.com](http://www.rkjonline.com)

“Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, topography rights, rights in know-how, trade or business names and other similar rights or obligations whether registerable or not in any country, confidential information or process, any

application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;

"downtime" means any service interruption in the availability to visitors of the Website;

"IP address" stands for internet protocol address which is the numeric address for the server;

"ISP" stands for internet service provider;

"server" means computer server equipment supplied and operated by a 3<sup>rd</sup> party

"spam" means unsolicited and/or bulk emails;

"virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "Trojan horses";

"visitor" means a third party who has accessed the Website;

## **ACCEPTANCE OF TERMS OF WEBSITE USE**

This document (together with our Terms and Conditions and other documents referred to below which can all be found here <http://www.rkjonline.com/our-policies/>) explains the terms of use for our website [www.rkjonline.com](http://www.rkjonline.com).

Your access to and use of RKJ Consulting Limited / RKJOnline Website ([www.rkjonline.com](http://www.rkjonline.com)) is subject exclusively to this document and our full Terms and Conditions.

"Use" means the natural use of a website visitor such as browsing, interacting or accessing in any way.

Before starting to use our site, please read these terms of use carefully - we encourage you to print a copy of this for future reference.

You will not use the Website for any purpose that is unlawful or prohibited by this document or our Terms and Conditions. By using the Website you are fully accepting the terms of use and terms and conditions and disclaimers contained in either document. If you do not accept these Terms of use or our terms and conditions, you must immediately stop using the Website.

## **OTHER TERMS, POLICIES OR NOTICES THAT ARE APPLICABLE**

Also applicable to your use of our site are terms noted in the documents listed below:-

- Terms and Conditions (as mentioned above) <http://www.rkjonline.com/wp-content/uploads/terms-and-conditions.pdf>

- Our Privacy Policy which <http://www.rkjonline.com/wp-content/uploads/privacy-policy.pdf>, in which RKJOnline seeks to be transparent and provide clear, concise and accessible information about how we will gather, hold and process personal data, according to the EU General Data Protection Regulation (GDPR), which comes into UK law on 25<sup>th</sup> May 2018. By using our site, you consent to such processing and you confirm that all data provided by you is accurate.
- Our Cookie & Similar Technologies Policy <http://www.rkjonline.com/wp-content/uploads/cookie-policy.pdf> which explains how we use cookies on our website
- If you are a client, our client Privacy Notice <http://www.rkjonline.com/wp-content/uploads/privacy-notice-clients.pdf> applies
- If you are an employee, our employee Privacy Notice <http://www.rkjonline.com/wp-content/uploads/privacy-notice-employees.pdf> applies

## **COPYRIGHT**

All content on our website is solely the copyright of RKJ Consulting Ltd / RKJOnline.

Where “stock” photos are used, these have been purchased with appropriated licences.

Where any client information or media resides on the site – or any other information provided by individuals – those individuals / clients give us

- a royalty-free, world-wide, non-exclusive licence to use the content supplied either on the website or on any social media platform of RKJOnline (an example might be a testimonial about RKJOnline’s services from a client)

## **CHANGES TO OUR WEBSITE**

We reserve the right to update our website from time to time, changing the content as we see fit. We are a busy, small business and our website may not always contain the most up to date information about our services – we are under no obligation to update in a timely manner. We also cannot guarantee website content will be accurate at all times or free of errors.

**The purpose of the site is for general information only and visitors are welcome to contact us for up to date information, quotes etc.**

## ACCESSING OUR WEBSITE

Our website resides on servers in England, UK and is intended for viewing by UK residents. We cannot guarantee uninterrupted service of the website and we may take the site down or suspend it at any time. Should our site be unavailable, we are not liable to you or any visitor – access to it is permitted on a temporary basis only.

It is entirely your choice how you access the site (what sort of device or browser) and we are not responsible for the successful operation of those devices or browsers or any internet provider.

If anyone else accesses our site through your own internet connection, it is your responsibility to ensure they are made aware of - and comply with - these terms of website use and other applicable terms and conditions, policies or notices as noted above.

**Do not rely on information within the website.** Our website does not offer advice in any capacity; if you seek to take any action after viewing content on our site, we encourage you to seek professional or specialist advice first.

## ACCEPTABLE USE

You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. RKJ Consulting Limited / RKJOnline will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

### **In using the Website you agree not to:**

use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;

collect or store personal information about others, including email addresses;

advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

impersonate any person or entity for the purpose of misleading others;

violate any applicable laws or regulations, agreements or guidelines;

use the Website in any manner that could damage, disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Website

post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

attempt to gain unauthorised access to any of the website, other accounts, computer systems or networks connected to the Website through hacking, password mining or any other means.

## **LINKING TO OUR SITE**

Links to our website for SEO purposes is not something we can stop in practice but if you do so, this does not mean an endorsement of your site or business by us.

You may not suggest as personal or business association or say anything when linking – either in terms of website “copy” or the text of links or the ALT tag of links – that would damage the reputation of RKJ Consulting Ltd / RKJOnline.

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.

Linking to our site does not mean you will receive a link back.

We do not give you permission or copyright to use RKJOnline website content – whether “copy”, photos or other media.

Any breach of our Terms Of Use will be reported to the UK regulator, ICO.

## **WEBSITE USE AND GDPR**

We do not gather, hold or process personal data via the website.

We do not use an SSL certificate (data encryption is not mandatory under GDPR) but for the reasons detailed below “data held” and “data in transit” issues that might occur through simple website use

or interaction are not relevant to RKJOnline

### **Data In Transit**

RKJOnline does not collect data that is sent via the website in traditional ways such as via a contact form (we do not have a contact form) or an email newsletter sign up or via an ordering system (we do not sell from the site).

As such there are also no “data in transit” issues that occur because of website use.

### **Data held**

We do not hold any data on the website that comes from customers, clients or visitors.

Any data stored by our (WordPress) website is held in a standard MySQL database – this is website content (words, photos & coding) that is in the public domain ; passwords held in this database are protected. Our own “personal data” is our contact information. The database is on servers which reside in the UK, at the premises of our 3<sup>rd</sup> party supplier Fasthosts. Fasthosts data centres have ISO 27001 certification (more info here <https://www.fasthosts.co.uk/about/data-centre>).

Furthermore Fasthosts contacted RKJOnline with its updated Privacy Notice in accordance with GDPR – this is public and it can be read here:- <https://www.fasthosts.co.uk/terms/privacy-notice>

**No financial data is ever held or transmitted** via the RKJOnline website

### **Analytics**

RKJOnline’s website does NOT use Google (or any other) Analytics. We never make any attempt to find out personal information and the identities’ of visitors to our website.

### **Search Engine Optimisation (SEO)**

We use the “YOAST” plug-in to help with on-site SEO. No specific personal information which can identify an individual is used or logged as a result.

### **WordPress**

RKJOnline’s website is a WordPress (.org) site. We do not collect or process any personal information via WordPress and we do not enable any feedback features.

We have strived to make the RKJOnline website GDPR compliant and we are monitoring “GDPR for WordPress” as part of our efforts to keep the website complaint <https://www.gdprwp.com/>

### **Cookies**

RKJOnline has a cookie policy which can be found here <http://www.rkjonline.com/wp-content/uploads/cookie-policy.pdf>

It explains the cookies we use and why. Overall, our cookies help us give you a good experience when you browse our website and also allow us to maintain, improve and keep safe our site.

Our cookie policy also explains how you can manage your cookies including deleting them.

**RKJOnline does not use cookies in any way to gather, store or process any kind of personal data.**

## **SECURITY**

RKJOnline takes the security and confidentiality of any personal data and all of its IT Web Services seriously.

We take measures to keep our website clear of viruses, hackers, spammers etc.

We use firewalls and keep passwords in a secure, encrypted password manager.

The website resides on servers at a highly reputable 3<sup>rd</sup> party provider, Fasthosts whose data centres have ISO 27001 certification (more info here <https://www.fasthosts.co.uk/about/data-centre>).

Further information can be found in our <http://www.rkjonline.com/wp-content/uploads/privacy-policy.pdf>

We cannot however guarantee that our website will be secure or virus free or free from hacking attacks etc.

Website visitors are responsible for configuring their own IT access environment which would give access to our and other websites (give access to the internet). This would include for example installing your own virus protection software.

## **CHILD SUPERVISION**

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website should supervise such access and use. By allowing your child access to the Website you are allowing your child access to all of the areas, including emailing us and blog info. It is therefore your responsibility to determine which parts of the website are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the website services.

## **INTELLECTUAL PROPERTY RIGHTS**

The Website and its content (including without limitation the Website design, text, photographs, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

You must not use any of the content on our site for commercial purposes.

RKJ Consulting Limited does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Website. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit,



translate or publish such Content for as long as you elect to display such Content via the Website. The licence shall be terminated when such Content is deleted from the Website.

## **DISCLAIMERS AND LIMITATION OF LIABILITY**

Use of the Website is at your own risk. The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, RKJ Consulting Limited / RKJOnline will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

RKJ Consulting Limited / RKJOnline makes no warranty that the Website will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms of website use shall be construed so as to exclude or limit the liability of RKJ Consulting Limited / RKJOnline for death or personal injury as a result of the negligence of RKJ Consulting Limited.

We will not be liable to any user for any loss or damage arising under or in connection with use of, or inability to use, our site or use of or reliance on any content displayed on our site.

We will not be liable for any loss or damage caused by any software defects or attacks such as a virus, due to your use of our site in any way or on any website linked to it.

Whether you view this website as a commercial business or private individual, we will not be liable for any interruptions including business interruptions, any financial loss or loss of business opportunity, any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

## **THIRD PARTY LINKS**

We do not control third-party websites, plug-ins or other applications that our website visitors may view via links from our website. We are not responsible for the content of those sites and by linking to them we are not endorsing them. We are also not responsible for their privacy statements, policies or notices. When you click onto a third part site you may allow third parties to collect or share data about you – for example via use of cookies.

We are not liable for any loss or damage that may arise from your use of 3<sup>rd</sup> party websites that our website may link to.

We would encourage you to read the privacy notice, policy, statement of any website you visit, irrespective of your route to that website.

## **TERMINATION**

We have the right to terminate your access to any or the entire Website at any time, without notice, for any reason, including without limitation, breach of these Terms of Use. We may also at any time, at our sole discretion, discontinue the Website or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website.

## **INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

## **GOVERNING LAW AND JURISDICTION**

These terms of use shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **TO CONTACT US**

If you have any questions or comments please email your usual RKJOnline contact or use this email address: [u2us@rkjonline.com](mailto:u2us@rkjonline.com)

## **CHANGES TO THESE TERMS OF WEBSITE USE**

RKJ Consulting Ltd / RKJOnline reserve the right to amend or update these terms of use at any time. The updates or amendments are effective immediately.