

Arkelys & Company

Privacy Policy

This Statement of Privacy and Use (“Statement”) describes the online information practices of Arkelys & Company (“Arkelys”, “Arkelys & Co”, “we” or “us”). The Statement explains the information that Arkelys & Co collects through its website (“Site”), how the Site may use the Data it collects, and the conditions regarding use of the Site. By using Arkelys & Co’s services and visiting this site, you agree to be bound by the terms and conditions of this Statement. Arkelys & Co reserves the right to modify this Statement at any time without prior notification to persons using the Site.

General Information and Collection/Use of Data

We welcome the public to visit our Site, which can be browsed without the need to submit any personal information online. For those visitors who visit our Site without logging in, we may collect your internet protocol address, the name of your internet service provider, access time and duration, exit page information, the browser and type of machine you are using, platform, domain names, the website/URL that referred you to us and the pages of our Site that you visit (the “Public Information”). For those who visit our Site through the log in portal or otherwise transmit information to Arkelys & Co, we will collect the Public Information described above and the data you provide to us voluntarily on the data or contact forms including, without limitation, your name, email address, street address, wedding date, reception venue, phone number, interests and referral information (“Visitor Information”). The Public Information and the Visitor Information is collectively referred to herein as the “Data”.

The Data collected from you may be used by Arkelys & Co generally to improve the Site, to provide you with items of interest, to generate usage or demographic statistics so that we may better understand your needs, to measure Site activity, and to improve the Site’s structure in helping users better reach needed information, all of which is intended to enhance the usefulness of the Site to our visitors. We may also use Data collected from you to enhance your use of the Site; check for wedding date availability; manage our client and prospective client marketing and promotional matters; manage our Giveaway or other sweepstakes; and manage your photos and related purchases. We may also use the Data to educate ourselves about the interests and concerns of our visitors and clients for purpose of providing better services.

After submitting information to Arkelys & Co using the Contact Form on the Site (or other method of submission) or reserving Arkelys & Co for your event or upon entry in a Giveaway, we will share your Data with third parties necessary to your reservation or the administration of the sweepstakes. From time to time, we may also make the postal or email addresses of those who provide them to use available to other reputable organizations we think you might find interesting. If you do not want us to share your postal address or email address with other companies or organizations, please let us know by sending us an email at the below address. We may also share aggregated, non-personally identifiable statistical information about the Site and its visitors with advertisers, partners and affiliates. If you enter or participate in a Giveaway, the terms herein may be modified by the Official Contest Rules or other Terms and Conditions related to the Giveaway. If you provide a review or comments regarding your positive experience with Arkelys & Co, we may publish such content on the Site. We may also use photographs or other content from specific events pursuant to the terms of your photography or videography contract with Arkelys & Co. The Site may contain links to other websites. Arkelys & Co is not responsible for information collection and privacy practices of third party websites that are accessed via links from the Site, including, without limitation, and related websites.

Confidentiality

Arkelys & Co is the sole owner of the Data collected on the Site. If Arkelys & Co’s business is acquired, visitor and client information may be transferred to the successor or buyer of Arkelys & Co’s business. Arkelys & Co will not sell, rent, share, exchange, or otherwise disclose the Data to others outside of Arkelys & Co (or consultants or agents retained by Arkelys & Co), except as described in this Statement. Arkelys & Co will attempt to collect and store the Data in a manner to protect its confidentiality, recognizing that no transmission of data is entirely secure. We may disclose or provide Data pursuant to subpoenas, warrants or other judicial or government orders, in the event an individual’s safety or security is at risk, or as otherwise required by law.

Copyright Protection

All content and photographs displayed on the Site and all underlying software or technology used in connection with the Site, and all aspects thereof, including all copyrights, trademarks, and other intellectual property or proprietary rights

therein, are owned by Arkelys & Co or its licensors. You acknowledge that the Site, the content and photos displayed on the Site and any underlying technology or software used in connection with the Site contain Arkelys & Co's proprietary information. Arkelys & Co shall have the right to monitor the content that you provide to the Site, but shall not be obligated to do so. The contents of the Site are protected by copyright as individual works, collective work and/or compilations, pursuant to United States and foreign copyright laws. You agree to abide by all copyright notices and other restrictions contained in the Site. Access to, and use of, the Site is solely for your personal, non-commercial use. Accessing, using, displaying, performing, distributing, copying or downloading content from the Site for other than personal and non-commercial use is expressly prohibited without prior written consent of Arkelys & Co. By downloading or reproducing any information from this Site, you accept and agree to the conditions described in this Statement in their entirety without modification unless otherwise agreed to in writing by Arkelys & Co and you. If you are a copyright owner and have a good faith belief that any content available through the Site infringes upon your copyrights, you may submit a copyright infringement notification to Arkelys & Co pursuant to the Digital Millennium Copyright Act by providing Arkelys & Co with the following information in writing: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site; (4) Your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Option to Restrict Use of Information

If you do not want to receive email from us in the future, please let us know by send us email at the below address. From time to time we make the postal and email addresses of those who provide them to us available to other reputable organizations and companies. If you do not want us to share your email or postal address, please let us know by sending us your name and address at the below email address. Persons who supply us with telephone numbers may receive telephone contact from us regarding our services or upcoming events or promotions. If you do not wish to receive such telephone calls, please let us know by sending an email to the below address.

Technology

Arkelys & Co may use the Data in combination with various Internet technologies to help manage Site operations, track user traffic and gather broad demographic information. We may use Internet Protocol (IP) addresses (i.e., a number assigned by your Internet Service Provider so you can access the Internet) to diagnose possible technical problems, administer our Site, and aggregate Data on use. Log files, which identify every request made to our server, may be used to determine statistically which areas of the Site our visitors prefer and to prepare future content based on the interests of our visitors. We may also use "cookies" to better serve our visitors. A "cookie" is a small data file that certain websites write to your computer's hard drive when you access the site. A cookie file can contain information, such as a user ID, that a website uses to track the pages you have visited, but the only personal information a cookie contains is information you supply. Cookies may also allow our Site to recognize and load your pages on repeat visits to the Site. A cookie cannot read data off your hard drive or read cookie files created by other sites. If you prefer not to receive cookies while browsing our website or via HTML-formatted e-mails, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of our Site if you do so. You do not need to have cookies turned on to use or navigate through the Site, although access to and use of the Site might be limited at times.

Disclaimers and Limitation of Liability

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Updates/ Questions

We may update this Statement from time to time and encourage you to check back periodically and review our most updated Statement. If you have any questions regarding this Statement, please contact us at info@arkelys.com or by telephone at 623.980.3311.

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